

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

800 Burrard Street, Room 219

**800, rue Burrard, pièce 219**

**Vancouver, B.C.**

## Vancouver

## British Columbia

V6Z 0B9



## 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**

Public Works and Government Services Canada - Pacific Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, B.C.

V6Z 0B9

British C

<b>Title - Sujet</b> Architectural Services SOA	
<b>Solicitation No. - N° de l'invitation</b> EZ899-160176/A	<b>Date</b> 2015-09-08
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TPV-026-7613
<b>File No. - N° de dossier</b> TPV-5-38077 (026)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-10-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Liu (TPV), Patty	<b>Buyer Id - Id de l'acheteur</b> tpv026
<b>Telephone No. - N° de téléphone</b> (604)775-6227 ( )	<b>FAX No. - N° de FAX</b> (604)775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CSC - Various Locations - Various, BC & Yukon	
<b>Security - Sécurité</b> 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

**NOTE TO Tenderers:** Please use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, BC V6Z 0B9**

**Solicitation No.: EZ899-160176/A**  
**Tender Closing Date & Time: 19 October 2015 @ 1400 PDST**  
**Project Description: Correctional Building Projects in British Columbia**

**ZONE A: Technical Component**

**PL**

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, BC V6Z 0B9**

**Solicitation No.: EZ899-160176/A**  
**Tender Closing Date & Time: 19 October 2015 @ 1400 PDST**  
**Project Description: Correctional Building Projects in British Columbia**

**ZONE A: Price Component**

**PL**

**NOTE TO Tenderers:** Please use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, BC V6Z 0B9**

**Solicitation No.: EZ899-160176/A**  
**Tender Closing Date & Time: 19 October 2015 @ 1400 PDST**  
**Project Description: Non Correctional Building Projects in British Columbia and Yukon**

**ZONE B: Technical Component**

**PL**

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, BC V6Z 0B9**

**Solicitation No.: EZ899-160176/A**  
**Tender Closing Date & Time: 19 October 2015 @ 1400 PDST**  
**Project Description: Non Correctional Building Projects in British Columbia and Yukon**

**ZONE B: Price Component**

**PL**

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request For Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No. EZ899 - 160176

---

## **Request for Standing Offer**

### **Architectural Services Architectural Services, Correctional and Non Correctional**

Requisition No: EZ899 - 160176  
Project No: Various

Solicitation Closing Date: October 19, 2015  
Solicitation Closing Time: 2:00 p.m. PDST

Delivery Address:

Public Works and Government Services Canada  
Real Property Contracting  
#219 - 800 Burrard Street  
Vancouver, B.C.  
V6Z 0B9

Address RFSO Enquiries to:  
Patty Liu  
Supply Specialist  
Real Property Contracting

Telephone: (604) 775-6227  
Facsimile: (604) 775-6633

## **REQUEST FOR STANDING OFFER (RFSO)**

### **TABLE OF CONTENTS**

Front Page

#### **SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

SI 1 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION

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 - Required Services (RS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B - Price Proposal Form

Appendix C - Doing Business with A&ES

Appendix D – Integrity Provisions – List of Names

## **SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

### **SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES**

As applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions, the Proponent must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

### **SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC)-Labour's website.

Canada will have the right to declare a proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid " list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**GENERAL INSTRUCTIONS TO PROPONENTS (GI)**

**Integrity Provisions - Proposal**

- 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 Not applicable
- 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
- GI 28 Status and Availability of Resources

## **GENERAL INSTRUCTIONS TO PROPONENTS**

### **Integrity Provisions - Proposal**

#### **1. Interpretation**

For the purposes of these Integrity Provisions, the following definitions apply:

**"Administrative Agreement"**

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

**"Affiliate"**

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

**"Control"**

means

a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;



- iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
  - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
  - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
    - i. any securities of the entity that are beneficially owned by that person, and
    - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

## 2. Statement

- a. Proponents must comply with the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and be eligible for the issuance of a standing offer or contract award under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>). In addition, Proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit proposals as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an offer, Proponents confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Standing

Offer or to be awarded a contract. Canada will declare non-responsive any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined by the Minister of PWGS, after issuance of the SO, that the Proponent made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts.

**3. List of Names**

- a. Proponents who are incorporated, including those submitting proposals as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, as well as those submitting proposals as a joint venture, must provide the name of the owner(s). Proponents submitting proposals as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.
- c. The Proponent must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**4. Request for Additional Information**

By submitting a proposal, the Proponent certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Proponent, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

**5. Lobbying Act**

By submitting a proposal, the Proponent certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the

individual to file a return under section 5 of the [Lobbying Act](http://laws-lois.justice.gc.ca/eng/acts/L-12.4/) (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a proposal, the Proponent certifies that:

- a. it and the Affiliates of the Proponent have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/) (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. 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](http://laws-lois.justice.gc.ca/eng/acts/f-11/) (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/), or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and the Affiliates of the Proponent have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other*

- offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
- ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](http://laws-lois.justice.gc.ca/eng/acts/C-34/) (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html) (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
  - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](http://laws-lois.justice.gc.ca/eng/acts/E-15/) (<http://laws-lois.justice.gc.ca/eng/acts/E-15/>), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](http://laws-lois.justice.gc.ca/eng/acts/C-45.2/) (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](http://laws-lois.justice.gc.ca/eng/acts/C-38.8/) (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>); or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

8. Foreign Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and its Affiliates have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity

Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:

- i. the court, before which the Proponent or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Proponent or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Proponent or its Affiliate was entitled to present to the court every defence that the Proponent or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

9. Ineligibility for the issuance of a Standing Offer

- a. The Proponent confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Proponent or its Affiliate is ineligible to be issued a standing offer, subject to a Public Interest Exception.
- b. The Proponent confirms that it understands that it is ineligible for the issuance of a standing offer where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>) and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Proponent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Proponent must provide with its proposal the completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### 11. Period of Ineligibility

The following rules determine the period for which a Proponent or its Affiliate that has been convicted of certain offences is, ineligible to be issued a standing offer or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a standing offer or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Proponent or an Affiliate of the Proponent has been found responsible, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

#### 12. Canadian Pardons

A determination of ineligibility for the issuance of a standing offer or for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Proponent or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/) (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the [Criminal Records Act](http://laws-lois.justice.gc.ca/eng/acts/c-47/) (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and

- e. been granted a pardon under the [Criminal Records Act](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) ([http://laws-lois.justice.gc.ca/eng/annualstatutes/2012\\_1/](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/)) comes into force.

**13. Foreign Pardons**

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Proponent or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

**14. Suspension of Period of Ineligibility**

The Proponent confirms that it understands that a determination of ineligibility for the issuance of a standing offer or award of government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Proponent or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

**15. Period of Ineligibility for Providing False or Misleading Information**

The Proponent confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Proponent to be ineligible to be issued a standing offer or be awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

**16. Period of Ineligibility for Breaching Administrative Agreements**

The Proponent confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the



Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

**17. Suspension of a Proponent**

The Proponent confirms that it understands that the Minister of PWGS may suspend a Proponent from being issued a standing offer or from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Proponent has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Proponent has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Proponent by the Minister of PWGS.

**18. Third Party Validation**

The Proponent confirms that it understands that where it or any of the Proponent's Affiliates has been subject to a period of ineligibility to be issued a standing offer or be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Proponent must provide by the Request for Standing Offers (RFSO) closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

**19. Sub-consultants**

The Proponent must ensure that subcontracts with first tier sub-consultants include Integrity Provisions similar to those imposed in the contract(s) resulting from the Standing Offer.

**20. Public Interest Exception**

The Proponent confirms that it understands:

- a. that, with the exception of a legal incapacity resulting from section 750(3) of the Criminal Code, Canada may issue a Standing Offer with a Proponent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the



offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- i. the need is one of pressing emergency in which delay would be injurious to the public interest;
- ii. the Proponent is the only person capable of performing the work;
- iii. the standing offer is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
- iv. not issuing the Contract resulting from the Standing Offer would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;

Canada may only issue a standing offer with a Proponent under this subsection where the ineligible Proponent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

## **GI 1 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting firms with Architectural expertise to submit proposals for Standing Offers. This procurement will follow a one phase submission process. The selected consultants shall provide a range of investigation and recommendation reports, as well as design and construction services for federal building projects as identified in the Required Services section of this document for projects in the following zones:

Zone A: Correctional Building Projects in British Columbia

Zone B: Non-Correctional Building Projects in British Columbia and Yukon

Proponents may submit proposals for either one zone or both zones in separate packages.

2. Proponents shall be licensed to practice in the province of British Columbia for Zone A and British Columbia and Yukon for Zone B. 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. It is PWGSC's intention to authorize up to two (2) Standing Offers for Zone A and up to three (3) Standing Offers for Zone B, each for a period of three (3) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$8,400,000.00 (Applicable Taxes included) of which one third will be allotted to Zone A projects and two thirds to Zone B projects. Individual call-ups will vary, up to a maximum of \$1,000,000.00 (Applicable Taxes included).

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), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada Columbia Free Trade Agreement (CCFTA), Canada Peru Free Trade Agreement (CPFTA).

## **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:

Patty Liu  
Public Works and Government Services Canada  
Real Property Contracting  
219 – 800 Burrard Street  
Vancouver, BC V6Z 0B9  
Tel: 604-775-6227  
Fax: 604-775-6633  
Email: [patty.liu@pwgsc.gc.ca](mailto:patty.liu@pwgsc.gc.ca)

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 their replies will be posted on the Government Electronic Tendering Service (GETS).

## **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 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.
  8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will

post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **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 excluding Applicable Taxes.

#### **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. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.

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) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the



Services is unsuitable or has conducted himself/herself improperly;

f) with respect to current or prior transactions with the Government of Canada,

(i) 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;

(ii) 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.(f), 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 NOT APPLICABLE**

#### **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**

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 by itself 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).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

### **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.

## **GI 28 STATUS AND AVAILABILITY OF RESOURCES**

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No. EZ899 - 160176

---

## **GENERAL INSTRUCTIONS**

Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Proponent is unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with at least the same qualifications and experience. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No. EZ899 - 160176

---

## **STANDING OFFER PARTICULARS**

### **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**

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

### **SP 4 Call-up Limitation**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,000,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

### **SP 5 CALL-UP PROCEDURE – ZONE A**

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; 60% of the business for the top ranked consultant and 40% for the 2<sup>nd</sup> ranked consultant. In the event fewer than two (2) consultants are successful, 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. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the

proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. 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.
  - d) 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.
  - e) 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.
  - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
- 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 5 CALL-UP PROCEDURE – ZONE B**

- 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; 42% of the business for the top ranked consultant, 32% for the 2<sup>nd</sup> ranked consultant and 26% for the 3<sup>rd</sup> ranked consultant. In the event fewer than three (3) consultants are successful, 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. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. 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.
- d) 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.

- e) 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.
  - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
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 + Applicable Taxes = Total
Total previous invoices	(2)	Fees + Applicable Taxes = Total
Total invoiced to date	(1+2) =(3)	Fees + Applicable Taxes = Total
Agreed fees	(4)	Fees + Applicable Taxes = Total
Amount to complete (4-3) =(5)		Fees + Applicable Taxes = 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.
3. Allocation of fee to phases of service will be guided by the AIBC Tariff of Fees Section 3.2 (See [www.AIBC.ca](http://www.AIBC.ca))

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural & Specification Services  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

## **TERMS AND CONDITIONS**

### **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 11 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 Not Applicable
- GC 26 International Sanctions
- GC 27 Integrity Provisions - Standing Offer and Contract

## **GC 1 Definitions**

### ***Administrative Agreement***

is a negotiated agreement with the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

### ***Affiliate***

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

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

**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 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;

**Contract Price** means the amount stated in the Call-Up to be payable to the Consultant for the Services, exclusive of Applicable Taxes;

**Control**

means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
  - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
  - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:
    - i. any securities of the entity that are beneficially owned by that person, and



- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

**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;

**Ineligibility** means a person not eligible to contract with Canada;

**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;

**Suspension** means a determination of temporary ineligibility by the Minister of PWGS;

**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.

**Total Estimated Cost, Revised Estimated Cost, Increase (Decrease)** on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada.

## **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 six (6) 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 licence 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-license

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.
5.
  - a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
  - b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

#### **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 reduction in coverage."

#### **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. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the invoice submission. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any



change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

5. Tax Withholding of 15 Percent - Canada Revenue Agency

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 not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. 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 Not Applicable**

#### **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 Integrity Provisions - Standing Offer and Contract**

### **1. Statement**

- a. The Consultant must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and must comply with the terms set out in these Integrity Provisions.
- b. The Consultant confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Consultant or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set aside the Standing Offer and terminate for default any resulting contracts. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant and agrees to immediately return any advance payments.

### **2. List of Names**

The Consultant must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.

### **3. Information Verification**

The Consultant certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing and any resulting contracts, the information provided by the Consultant, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

### **4. Lobbying Act**

The Consultant certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*. (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

## 5. Canadian Offences Resulting in Legal Incapacity

- a. The Consultant has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code* , and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. 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* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
  - ii. section 121 (*Frauds on the government and Consultant subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

## 6. Canadian Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or

- ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
  - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
  - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (, or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for to be issued a standing offer or to be awarded a contract.

## 7. Foreign Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
  - i. the court before which the Consultant or the Affiliate of the Consultant appeared acted within the court's jurisdiction;
  - ii. the Consultant or the Affiliate of the Consultant appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud; and

- iv. the Consultant or the Affiliate of the Consultant was entitled to present to the court every defence that the Consultant or the Affiliate of the Consultant would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

#### 8. Ineligibility to Contract with Canada

- a. The Consultant confirms that it understands that if after the issuance of a standing offer they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after issuance of the standing offer, a Consultant becomes ineligible to be issued a standing offer, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
  - i. Set-aside the Standing Offer; and
  - ii. Terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Consultant confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of a Consultant becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
  - i. Set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Consultant directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or

- iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - c. The Consultant confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>), it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after the issuance of the Standing Offer, Canada may, following a notice period:
    - i. set-aside the Standing Offer; and
    - ii. terminate any resulting contracts for default; or
    - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - d. The Consultant confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after issuance of the Standing Offer, Canada may, following a notice period:
    - i. set-aside the Standing Offer; and
    - ii. terminate any resulting contracts for default; or
    - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
9. Declaration of Offences Committed
- The Consultant understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.
10. Period of Ineligibility
- The following rules determine the period for which a Consultant or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:



- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Consultant or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Consultant or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Consultant or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

#### 11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Consultant or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the *Criminal Records Act* (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* ([http://laws-lois.justice.gc.ca/eng/annualstatutes/2012\\_1/](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/)) comes into force.

#### 12. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Consultant or its Affiliate, has at any time, benefited from foreign



measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, record of suspensions, or restoration of legal capacities by the Governor in Council.

**13. Period of Ineligibility for Breaching Administrative Agreements**

The Consultant confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

**14. Obligations on Sub-consultants**

The Consultant confirms that it understands that to the extent that it relies on a sub-consultant(s) to perform the Contract, the Consultant will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Consultant has entered into a contract with an ineligible sub-consultant and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Consultant to be ineligible to contract with Canada for a period of five years.

## **0000DA SUPPLEMENTARY CONDITIONS**

### **SC1 Travel and Living Expenses**

- .1 For projects located in British Columbia and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the consultant's office to the project site, whichever is closer.
- .2 All travel related expenses within 50kms of the above locations will be included in the consultants hourly fee structure.

### **SC2 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant**

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer and contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer and will constitute the Consultant in default as per the terms of the contract.

## **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) courier and delivery charges for deliverables specified in the Standing Offer Brief;

- d) plotting;
  - e) presentation material;
  - f) parking fees;
  - g) taxi charges;
  - h) travel time;
  - i) travel expenses; and
  - j) 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?dlabel=travel-voyage&lang=eng&did=10&merge=2>); 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

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural & Specification Services  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

**TERMS AND CONDITIONS  
– CALCULATION OF FEES**

Services and Departmental Responsibilities, have been met.

**REQUIRED SERVICES (RS)**

**RS 1 Introduction**

- RS 1.1 General Objectives
- RS 1.2 Roles and Responsibilities
- RS 1.3 Coordination with PWGSC
- RS 1.4 Project Response Time

**RS 2 Scope of Services**

- RS 2.1 Required Services
- RS 2.2 Investigation and Report
- RS 2.3 Building Condition Report
- RS 2.4 Analysis of Project Scope of Work
- RS 2.5 Design Concept
- RS 2.6 Design Development
- RS 2.7 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
- RS 2.8 Tender Call, Bid Evaluation and Construction Contract Award
- RS 2.9 Construction and Contract Administration
- RS 2.10 Post-Construction Warranty Review
- RS 2.11 Commissioning Management

**RS 3 Additional Services (As Required)**

- RS 3.1 Planning Support
- RS 3.2 Interior Design
- RS 3.3 Acoustics
- RS 3.4 Stand Alone Specifications
- RS 3.5 Energy Studies
- RS 3.6 Post Occupancy Evaluation

**REQUIRED SERVICES (RS)**

**RS 1 INTRODUCTION**

**RS 1.1 General Objectives**

- 1.1.1 The services will support the PWGSC Pacific Region Real Property Services Branch. Individual call-ups will include one or more of the Required Services listed in RS 2.
- 1.1.2 Services must be complete and identify all major issues that will have a significant impact on the project. Services may require the engagement of sub-consultants.
- 1.1.3 Incorporate sustainable design principles in project solutions.
- 1.1.4 For any or all of the Required Services listed in RS 2 the *Consultant* may be required to:
  - .1 Chair project status meetings during the life of the project, prepare and distribute minutes within five working days of meetings.
  - .2 Submit project progress reports.
- 1.1.5 When client requested changes alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.
- 1.1.6 Unless otherwise indicated in the Standing Offer or in the Call-Up, provide five (5) paper copies of all deliverables. Provide specifications using Microsoft Word “doc” files or Wordperfect “wpd” files, provide drawings in AutoCAD 2013 dwg files or Revit and other documents in Adobe pdf files when not available in native format.
- 1.1.7 All documents (drawings and specification) are to be produced in accordance with Appendix E “Doing Business with A&ES” and at project delivery stage as described in each individual Call-up.
- 1.1.8 The schedule for the delivery of services will be determined at the time of each individual Call-up.

## **RS 1.2 Roles and Responsibilities**

### **1.2.1 Departmental Representative**

The PWGSC Departmental Representative or assigned Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this Document.

### **1.2.2 Consultant**

- .1 Be responsible for the assembling and engagement of the complete design team required to carry out the work
- .2 Be responsible for gathering, identifying and documenting the needs of the client department and incorporating those needs into the required project deliverables.
- .3 Establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
- .4 Deliver the project within the time frame and assigned budget in accordance with the approved plan.
- .5 Upon execution of the *Consultant* Call-Up, be responsible for producing all work described in the call-up document, in a conscientious and professional manner.
- .6 Coordinate project requirements with any other current and planned projects work that may be underway.

## **RS 1.3 Coordination with PWGSC**

- .1 Carry out services in accordance with approved documents and directions given by the *Departmental Representative*.
- .2 Correspond only with the *Departmental Representative* at the times and in the manner dictated by the *Departmental Representative*. Do not communicate with the client department unless so authorized in writing by the *Departmental Representative*.



**Request for Standing Offer**

Architectural Services, Correctional and Non Correctional

Various Locations, British Columbia and The Yukon

Requisition No.EZ899 - 160176

---

- .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. Detail the extent and reasons for the changes and obtain written approval before proceeding.

**RS 1.4 Project Response Time**

- .1 It is a requirement of all projects covered under this Request for Standing Offer that the prime Consultant project working staff 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.
- .2 The *Consultant* must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Request for Standing Offer in a timely fashion.
- .3 Upon receipt of potential call-up documentation, the Consultant must prepare and present the fee proposal within 10 business days. Failure to present the fee proposal within 10 business days, the Consultant will be bypassed. PWGSC will proceed to the next Consultant of the SOA.

**RS 2 SCOPE OF SERVICES**

**Required Services**

Call-ups may include any or all of the following services. Specific services will be identified in each call-up:

- .1 Investigation and Report.
- .2 Building Condition Report
- .3 Analysis of Project Scope of Work
- .4 Design Concept
- .5 Design Development
- .6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
- .7 Tender Call, Bid Evaluation and Construction Contract Award
- .8 Construction and Contract Administration
- .9 Post-Construction Warranty Review

.10 Commissioning

**RS 2.1 Investigation and Report**

- .1 Provide feasibility analysis and prepare the report which includes the results of site investigations and review of the project.
- .2 Detail location and capacity of existing systems. Identify all deficiencies, life cycle elements, potentials and constraints with the existing systems.
- .3 Prepare reports recommending alternative remedial measures for existing deficiencies and the associated cost and schedule implications of each option.

**RS 2.2 Building Condition Report**

- .1 Investigate and assess various building factors including deferred maintenance; curable/incurable equipment obsolescence; design problems and deficiencies that affect the facility; including, but not limited to, compliance with the latest edition/revision of current building, fire, health, and safety standards and codes; compliance with local building by-laws; effective age and remaining economic life cycle of the building fabric and proposed/required major repairs.

The intent of Building Condition Report (BCR) is to identify the capital improvement requirements necessary to maintain the asset at a Class "B" level throughout and at the end of the 25-year planning horizon (unless, the asset is already Class "A").

- .2 The essential components of BCR include:
  - .1 description of existing facility, including elemental breakdown of the building systems components such as Building Code, and Fire Code analysis, review of Federal Accessibility CAN/CSA B651-12;
  - .2 description of existing conditions of all building systems components;
  - .3 evaluation of the conditions of all building systems components;
  - .4 recommendation of what to do with the elements under consideration. Minimum three (3) options to be presented to provide alternatives for consideration;
  - .5 priority of work (mandatory, cyclical, optional);
  - .6 estimated implementation cost (Class D).

**RS 2.3 Analysis of Project Scope of Work**

- .1 Analyze the Project Brief and communicate any noted problems or the need for more information, clarification or direction.
- .2 Visit the site to assess current conditions, surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.
- .3 Subject to applicable security restrictions, the *Consultant* will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned on termination of the contract.

**RS 2.4 Schematic Design Concept**

- .1 Submit the design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements.
- .2 Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project, and
- .3 Provide copies of all design concept documents in the type and number specified in RS 1.1.
- .4 Develop alternative solutions which accommodate the Client User Program, respond to the existing building (if any) and its surrounding context and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
- .5 Provide option analysis (with minimum of three (3) options) complete with life cycle cost analysis and building code analysis.

**RS 2.5 Design Development**

After acceptance of the schematic design concept documents, prepare and:

- .1 Develop and co-ordinate the approved Conceptual Design Option to a level of detail including a building code review which will facilitate Class C cost estimates, design review and discussions with the Client Department. Drawings will include designs of all spaces and delineate all materials and techniques. Drawing type will include plans, elevations, sections and perspectives.
- .2 Submit the design development documents in sufficient detail to define the size, intent and character of the entire Project;
- .3 Submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan and Project Schedule;
- .4 Provide copies of all design development documents in the type and number specified in RS 1.1.

**RS 2.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule**

After acceptance of the design development documents, prepare, develop and co-ordinate the construction documents for review and discussions with the client department. Documents will include complete, comprehensive and co-ordinated detailed drawings, specifications, building code report:

- .1 Submit for review the construction documents detailing the requirements for the construction of the Project at each stage of production as specified in each Call - Up;
- .2 Submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of production;
- .3 Provide copies of all construction documents submitted;
- .4 Prepare a Class A Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule;
- .5 Complete Letters of Assurance and assist the client department with permit applications as necessary.

**RS 2.7 Tender Call, Bid Evaluation and Construction Contract Award**

**2.7.1 Tender Call**

In addition to the electronic Wordperfect and Autocadd files, provide one(1) complete hard copy set of the approved working drawings and one (1) set of the approved specifications, properly bound and covered.

On request:

- .1 Provide the information required for interpretation and clarification of the construction documents;
- .2 Assist in the evaluation and approval of equivalent alternative materials, methods and systems;
- .3 Assist with the preparation of addenda;
- .4 Attend job or site showings as required.

**2.7.2 Bid Evaluation and Construction Contract Award**

The *Departmental Representative* shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.

On request:

- .1 Review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
- .2 Provide information to support price negotiations.

**RS 2.8 Construction and Contract Administration**

**2.8.1. Construction Schedule**

- .1 As soon as practical after the award of the Construction Contract, request from the *Contractor* a detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule;
- .2 Monitor and report the progress of the construction;
- .3 Notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays.

The *Departmental Representative* shall evaluate all requests from the

*Contractor* for time extensions, and shall issue directions to the *Contractor* and the *Consultant*.

**2.8.2. Construction Meetings**

- .1 Advise the *Contractor* to hold and attend construction meetings as required by the Construction Contract;
- .2 Advise regarding the dates and times of the proposed meetings;
- .3 Attend all such meetings;
- .4 Maintain an ongoing record of the proceedings with action items and follow up of such meetings.

**2.8.3. Clarification and Interpretation**

Provide clarification and interpretation of the construction documents in written or graphic form, to the *Contractor* for the proper execution and progress of the construction as and when necessary.

**2.8.4. Shop Drawings**

- .1 Specify in the construction documents the shop drawings that are to be submitted by the *Contractor*;
- .2 Review in a timely manner the shop drawings, samples and product data provided by the *Contractor* to determine conformity with the general concept and intent of the construction documents and indicate to the *Contractor* such conformance with the general concept or lack thereof;
- .3 Provide one (1) copy when such conformity is confirmed.

**2.8.5. Testing and Inspection**

- .1 Recommend the need for, and review, test reports of materials or construction;
- .2 Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise accordingly;
- .3 Request the *Contractor* to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise accordingly;
- .4 Specify in the construction documents product and performance testing to be undertaken by the *Contractor*.

**2.8.6. Site Visits**

- .1 Make field reviews of the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
- .2 Record and report on the progress, non-conformities and deficiencies observed during each site visit, and provide the *Contractor* with written progress reports and lists of deficiencies observed;
- .3 Recommend the action to be taken.

**2.8.7. Changes to Construction Contract**

- .1 Submit all requests and recommendations for changes to the Construction Contract and their implications for approval;
- .2 Obtain quotations from the *Contractor* for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations.
- .3 The *Departmental Representative* shall issue Change Orders for all approved changes.

**2.8.8. Contractor's Progress Claims**

- .1 Request from the *Contractor* a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown prior to the *Contractor's* first progress claim;
- .2 Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit for approval and processing; and
- .3 If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.

**2.8.9. Interim Completion of the Project**

- .1 Review the construction with the *Departmental Representative* and the *Contractor*, and record all unacceptable and incomplete work detected;
- .2 Complete and co-ordinate all Letters of Assurances as required;

- .3 Request, review for completeness and adequacy and submit all operation and maintenance manuals or items to be provided by the *Contractor*, in accordance with the Construction Contract;
- .4 Prepare and submit for approval, and as a basis for payment to the *Contractor*, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.

**2.8.10. As-built and Record Drawings**

Before issuance of the Final Certificate of Completion:

- .1 Provide one (1) paper set and two (2) electronic disk sets of record drawings (file formats as per RS 1.1.6);
- .2 Verify that record drawings incorporate all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the *Contractor*, together with change orders and site instructions;
- .3 Verify that record drawings are labelled "Record", dated and signed by the *Consultant*;
- .4 Provide a marked-up copy of the specifications recording changes related thereto.

**2.8.11. Final Completion of the Project**

- .1 Advise when the construction has been completed in general conformity with the Construction Contract;
- .2 Make a final review of the construction with the *Departmental Representative* and the *Contractor* and, if satisfactory, prepare and submit for approval and final payment to the *Contractor*, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturer's and supplier's warranties.

**RS 2.9 Post-Construction Warranty Review**

- .1 If requested, review any defects during the *Contractor's* warranty period;
- .2 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
- .3 At the end of any warranty period, carry out a final review of the Project and report the status of defects. If the *Departmental Representative* accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the *Contractor*.



**RS 2.10 Commissioning Management**

The *Consultant* shall provide the commissioning services to verify that the Department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at the peak efficiencies, under all normal load conditions, and within the specified energy budget. The services shall include but not be limited to the following activities:

- .1 Review and co-ordinate Systems Operations Manual (SOM). Content of SOM and *Contractor's* Operation and Maintenance (O&M) manual shall be in accordance with Project Commissioning Manual 2000 edition;
- .2 Observe various checks and tests and review reports to determine if the new facilities function in accordance with the contract documents;
- .3 Identify *Contractor* and *Sub-contractor* commissioning, performance verification (PV) and testing responsibilities;
- .4 PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Commissioning Manager.
- .5 Obtain a training plan for the O&M staff to be trained on the operations of the new facilities. The training plan will recognized both short-term and long term requirements and shall employ both hard copy and visual techniques.

**RS 3 Additional Services (As Required)**

Upon request these services may be required, but not limited to the following:

**RS 3.1 Planning Support**

- .1 Provide Consultative Functional Programming services including detailed space analysis and report with clearly defined client objectives and requirements.
- .2 Indicative design and advisory services.

**RS 3.2 Interior Design**

**RS 3.3 Acoustics**

**RS 3.4 Stand Alone Specifications**

**RS 3.5 Energy Studies**

- .1 Sustainable design studies and LEED reports.

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

## **REQUIRED SERVICES**

RS 3.6 Post Occupancy Evaluation

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural & Specification Services  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

**SUBMISSION REQUIREMENTS  
AND EVALUATION**

**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)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
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 five (5) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 12 point Times or equal.
4. Minimum margins - 25 mm left, right, top, and bottom
5. Single sided submissions.
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.
9. Binding - plastic cirlox or spiral wire, appropriately sized so submission can be folded back on itself without binding, falling apart or creating excessive thickness.
10. Front cover, clear plastic, each section separated with tabbed dividers.
11. Laser jet or non water soluble ink.
12. On footer, identify firm and number all pages of submission consecutively.

## **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 nineteen (19) pages.

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

- Covering letter
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions – Associated Information
- 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:

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

#### **3.1.2 Licensing, Certification or Authorization**

The Proponent shall be authorized to provide architectural services and must include an architect licensed to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of British Columbia and Yukon.

#### **3.1.3 Integrity Provisions – List of Names**

Proponents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent.

Proponents bidding as sole proprietorship, as well as those bidding as a joint venture, must

provide the name of the owner(s). Proponents bidding as societies, firms, or partnerships do not need to provide lists of names. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for the issuance of a standing offer.

### **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 Management & Delivery of Services**

- .1 What we are looking for: How the team will be organized and approach in the delivery of the Required Services
- .2 What the proponent should provide: recommended four (4) pages. 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 Approach to responding to the individual call-ups;
  - .e Describe how you deal with co-ordination of sub-consultant work;
  - .f Meeting the 'Project Response Time Requirements';
  - .g Summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort.

#### **3.2.2 Firm Experience: Selected Projects**

- .1 What we are looking for: Demonstration that over at least the past five (5) years, the Proponent has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required Services sections RS 1 and RS 2. The differentiation between renovation and rehabilitation is the value attached to each which reflects a greater scope.
  - a) Zone A: A brief description of three (3) significant projects

of which one is new construction valued under \$10,000,000, one is rehabilitation valued under \$1,000,000 and one is renovation valued under \$500,000. The projects must be completed over the last five (5) years by the firm. Correctional Building Projects relates only to work done on prisons.

OR

Zone B: A brief description of three (3) significant projects of which one is new construction valued under \$10,000,000, one is rehabilitation valued under \$1,000,000 and one is renovation valued under \$500,000. The projects must be completed over the last five (5) years by the firm. This zone includes all other building types such as offices, laboratories, border crossings and light industrial buildings.

- b) The Proponent (as defined in General Instructions GI 20) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
- c) Indicate those projects which were carried out in joint venture with other Architectural firms and the responsibilities of each of the involved entities in each project. Other sub - consultants need only be identified by name.

### **3.2.2.1 Project Experience: Design**

What the Proponent should provide: recommended one (1) page of text and images for each project.

- .a Demonstrate an elegant design solution;
- .b Delivery of a quality product;
- .c Demonstrate application of Public processes and practices;

- .d Indicate the use of innovation and leverage of current building science practices and technological advancements;
- .e Show evidence based / data driven design.
- .f For Zone A correctional facilities, demonstrate a clear understanding of both the static and dynamic security concepts used.

### **3.2.2.2 Project Experience: Process**

What the Proponent should provide: recommended one (1) page of text and images for each project.

- .a Demonstrate collaborative processes with multiple stakeholders;
- .b Highlight any additional services including programming;
- .c Experience with an integrated and systems based approach to sustainability (LEED Gold or equiv for new construction, LEED Silver or equiv for tenant improvements);
- .d Experience in integrated teams utilizing BIM (with continuity of use from design, through construction and into operations; ie: for concepts, energy modeling, lifecycle costing, clash detection, data sharing, facility management).
- .e Highlight innovation in project delivery such as design build, fast-track procurement or construction management services;

### **3.2.2.3 Project Experience: Implementation**

What the Proponent should provide: recommended one (1) page of text and images for each project.



- .a List design and construction best practices
- .b Public processes and practices
- .c Demonstrate the maximizing value within a fixed budget
- .d Include the names of architectural staff personnel who were involved, their respective responsibilities;
- .e List only the names sub-consultant firms used;
- .f Indicate the construction budget for the listed projects;
- .g Indicate the completion dates for the listed projects;
- .h Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

### **3.2.3 Senior Personnel Expertise and Experience**

- .1 What we are looking for:  
A demonstration that the Proponent has senior personnel with the capability, capacity and expertise in each area listed in the Required Services RS 1 and RS 2 sections.
- .2 What the Proponent should provide: recommended one (1) page per senior personnel.
  - .a Submit a maximum of two (2) c.v.'s of senior personnel.
  - .b Indicate the years of experience the senior personnel has in the provision of the services;
  - .c Identify the number of years with the firm;
  - .d Professional accreditation.

### **3.2.4 Project Personnel Expertise and Experience**

- .1 What we are looking for:

A demonstration that the Proponent has project personnel with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services RS 1 and RS 2 sections. Experience with Correctional facilities is required for all Zone A.

- .2 What the Proponent should provide: recommended one (1) page per project personnel
  - .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;
  - .b Indicate the years of experience which each of the project personnel has in the provision of the services specified in the Required Services (RS) section;
  - .c Identify the number of years with the firm;
  - .d Professional accreditation.

### **3.2.5 Proposal Format and Presentation**

- .1 Submission document will be concise, ordered and formatted according to SRE 2.1.

## **SRE 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:

**SUBMISSION REQUIREMENTS  
AND EVALUATION**

<b>Criterion</b>	<b>Weight Factor</b>	<b>Rating</b>	<b>Weighted Rating</b>
Management of Services	1.0	0 - 10	0 - 10
Firm Experience: Design	2.5	0 - 10	0 - 25
Firm Experience: Process	2.0	0 - 10	0 - 20
Firm Experience: Implementation	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	1.0	0 - 10	0 - 10
Format and Presentation	0.5	0 - 10	0 - 5
<b>Total</b>	<b>10</b>		<b>100</b>

## Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

<b>NON RESPONSIVE</b>	<b>INADEQUATE</b>	<b>WEAK</b>	<b>ADEQUATE</b>	<b>FULLY SATISFACTORY</b>	<b>STRONG</b>
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks minimum qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents must achieve a minimum weighted rating of seventy five (75) 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 seventy five (75) points.**

#### **SRE 4 PRICE OF SERVICES**

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of seventy five (75) points are opened upon completion of the technical evaluation for each zone separately.

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 for each zone:

- .1 The lowest price proposal receives a Price Rating of 100
- .2 The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 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:

<b>Rating</b>	<b>Possible Range</b>	<b>% of Total Score</b>	<b>Score (Points)</b>
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
<b>Total Score for Zone</b>		<b>100</b>	<b>0 - 100</b>

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). For each zone, 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 three Standing Offers per zone.

## **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 provided in Appendix A
- ☐ Integrity Provisions – list of directors / owners
- ☐ Integrity Provisions – declaration form (as applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions)
- ☐ Proposal - original + 4 copies submitted in a separate envelope **for each zone proposal**
- ☐ 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 **for each zone proposal**

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

**APPENDIX A**  
**DECLARATION / CERTIFICATION FORM**

## **APPENDIX A**

### **Declaration / Certifications Form**

**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:**

**Services are proposed for the following zones(s):**

☐ **Zone A:**        **Correctional Building Projects in British Columbia**

☐ **Zone B:**        **Non-Correctional Building Projects in British Columbia**

---

**Type of Organization**

**Size of Organization**

☐ Sole Proprietorship

Number of Employees \_\_\_\_\_

☐ Partnership

Graduate Architects/ \_\_\_\_\_

Prof. Engineers: \_\_\_\_\_

☐ Corporation

Other Professionals \_\_\_\_\_

☐ Joint Venture

Technical Support \_\_\_\_\_

Other \_\_\_\_\_



---

**Federal Contractors Program for Employment Equity - Certification**

I, the Proponent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Standing Offer, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive, may result in the Standing Offer set-aside, or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check one of the following:

- ( ) A1. The Proponent certifies having no work force in Canada.
- ( ) A2. The Proponent certifies being a public sector employer.
- ( ) A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ( ) A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and
  - ( ) A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ( ) A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ( ) B1. The Proponent is not a Joint Venture.

**OR**

- ( ) B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions to Proponents)

### **Former Public Servant (FPS) - Certification**

Contracts awarded to 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 awarded to FPS, proponents must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

### **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, 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 payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Proponent a FPS in receipt of a pension? YES (    )  
NO (    )

If so, the Proponent must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**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:

- (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.

**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.

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Various Locations, British Columbia and The Yukon  
Requisition No.EZ899 - 160176

---

**APPENDIX B**  
**– PRICE PROPOSAL FORM**

## **APPENDIX B**

### **Price Proposal Form**

## **PRICE PROPOSAL**

### **INSTRUCTIONS**

1. Complete price proposal form for each zone and submit in a **separate sealed envelope**, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes 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. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: refer to Supplementary Conditions, SC 1.
7. Fixed hourly rates for each Category of Personnel are to be provided in column and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C are added for evaluation purposes.

**PRICE PROPOSAL FORM - ZONE A**

Category of Personnel Zone A Correctional Building Projects in British Columbia	Weight Factor (A)	Fixed Hourly Rate (B)	Total ( A X B)
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of Consultant or Joint Venture Consultants.

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

**END OF PRICE PROPOSAL FORM ZONE A**



**PRICE PROPOSAL FORM - ZONE B**

<b>Category of Personnel ZONE B Non-Correctional Building Projects in British Columbia and Yukon</b>	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (B)</b>	<b>Total ( A X B)</b>
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of Consultant or Joint Venture Consultants.

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

.....  
Firm signature & capacity

**END OF PRICE PROPOSAL FORM ZONE B**

## **APPENDIX    C**

### **DOING BUSINESS WITH A&ES**

**(bound separately)**



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

Canada



Serving  
**GOVERNMENT,**  
Serving  
**CANADIANS.**

## Doing Business with the A&ES



[www.pwgsc-tpsgc.gc.ca](http://www.pwgsc-tpsgc.gc.ca)

Last updated: Apr 8, 2013

---

## **TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>SECTION 1</b> INTRODUCTION .....	3
<b>SECTION 2</b> PWGSC NATIONAL CADD STANDARD .....	4
<b>SECTION 3</b> GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC .....	4
<b>SECTION 4</b> CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC .....	14
<b>SECTION 5</b> 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), 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 PWGSC National CADD Standards and Canadian Standards Association (CSA) B78.3.

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.

## **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://sacc.pwgsc.gc.ca/sacc/query-e.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 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. 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.pwgsc.gc.ca/cgsb>
- ANSI standards: <http://www.ansi.org>
- ASTM Standards: <http://www.astm.org>
- ULC standards: <http://www.ulc.ca>
- General reference of standards: <http://www.cssinfo.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 systems). **Substantiation and/or justification will be required.**

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 EMCS systems 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 can only be estimated (eg. earth work) and 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”.

Sample of Unit Price Table:

The Unit Price Table designates the Work to which a Unit Price Arrangement applies.

- (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
- (b) Work included in each item is as described in the referenced specification section.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST / HST extra
<b>TOTAL ESTIMATED AMOUNT</b>						
<b>Transfer amount to subparagraph 1)(b) of BA03</b>						

## 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 "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 A.

## **14 Regional Guide**

The Consultant should contact the Project Manager to obtain the region's requirements for Division 01 or other short form specifications as might be appropriate. For example, it is required in the National Capital Region that regional Section 01 00 10 - General Instructions be used on all projects.

## **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.

---

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. 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.

## **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 and no any information that will 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:** Number drawings in sets according to the type of drawing and the discipline involved as follows (The requirements of SECTION 2 PWGSC NATIONAL CADD STANDARD will supercede these requirements, where warranted).

---

During the Design Phase of the project each submission and review 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.

Discipline	Drawing
Demolition	D1, D2, etc.
Architectural	A1, A2, etc.
Civil	C1, C2, etc.
Landscaping	L1, L2, etc.
Mechanical	M1, M2, etc.
Electrical	E1, E2, etc.
Structural	S1, S2, etc.
Interior Design	ID1, ID2, etc.

- 8 Presentation Requirements:** Present drawings in sets comprising the applicable demolition, 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. Blue prints are acceptable for document submissions at 33%, 66% and 99% stages. 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 next to the plan sheets or at the back 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, stamped and signed.

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 is for bidding purposes only and do not require to be signed and sealed. 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 m<sup>2</sup> 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% 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 m<sup>2</sup> 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% 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 it's 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 Submissions**

At each submission 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 Submission of Construction Documents to PWGSC

Last updated November 21, 2012

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

Item	Verified by:	Comments:	Action by:
<b>Specifications:</b>			
<b>1 National Master Specifications</b>			
<b>1a</b> The current edition of the NMS has been used.			
<b>1b</b> Sections have been included for all work identified on drawings and sections edited.			
<b>2 Specification Organization</b>			
<b>2a</b> Either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full page format is used.			
<b>2b</b> Each Section starts on a new page and the Project Number, Section Title, Section Number and Page Number show on each page.			
<b>2c</b> Specification date and consultant's name are not indicated.			
<b>3 Terminology</b>			
<b>3a</b> The term Departmental Representative is used instead of Engineer, PWGSC, Owner, Consultant or Architect.			
<b>3b</b> 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.			
<b>4 Dimensions</b>			
<b>4a</b> Dimensions are provided in metric only.			
<b>5 Standards</b>			
<b>5a</b> The latest edition of all references quoted is used.			

<b>6 Specifications Materials</b>			
<b>6a</b> The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
<b>6b</b> Materials are specified using standards and performance criteria (if not, the correct form of acceptable materials has been used).			
<b>6c</b> Identify if non-restrictive, non-trade name “prescription” or “performance” specifications are used.			
<b>6d</b> Indicate if a list of acceptable materials have been used.			
<b>6e</b> The term “Acceptable Manufacturers” is not used.			
<b>6f</b> No sole sourcing has been used.			
<b>6g</b> If sole sourcing has been used, the correct wording has been used and a justification provided to RPCD for the sole sourced products.			
<b>7 Unit Prices</b>			
<b>7a</b> Unit prices are used only for work that is difficult to estimate.			
<b>8 Cash Allowances</b>			
<b>8a</b> Indicate if cash allowances have been used.			
<b>9 Warranties</b>			
<b>9a</b> Indicate if warranties extend more than a 12 or 24 months period.			
<b>9b</b> Manufacturers guarantees are not indicated.			
<b>10 Scope of Work</b>			
<b>10</b> No paragraphs noted as “Scope of Work” are included.			
<b>11 Summary and Section Includes</b>			
<b>11a</b> In part 1 of section, paragraphs “Summary” and “Section Includes” are not used.			
<b>12 Related Sections</b>			
<b>12a</b> The list of related sections and appendices are coordinated.			
<b>13 Index</b>			
<b>13a</b> The index shows a complete list of plans and specification sections with the correct number of pages and correct drawing titles and section names.			
<b>14 Regional Guide Specifications</b>			
<b>14a</b> General Instructions is included (Section 01 00 10 in the NCA).			

<b>15 Health and Safety</b>			
<b>15a</b> Section 01 35 29.06 - Health and Safety Requirements is included.			
<b>16 Designated Substances Report</b>			
<b>16 a</b> Section 01 14 25 - Designated Substances Report is included.			
<b>17 Subsurface Investigation Reports</b>			
<b>17a</b> Subsurface Investigation Reports are included in Division 31.			
<b>18 Experience and qualifications</b>			
<b>18a</b> Experience and qualification requirements do not appear in the specification sections			
<b>19 Pre-qualifications</b>			
<b>19a</b> 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.			
<b>20 Contracting Issues</b>			
<b>20a</b> Contracting issues do not appear in the specifications.			
<b>20b</b> Division 00 of the NMS is not used.			
<b>21 Quality Issues</b>			
<b>21a</b> 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:
<b>Drawings:</b>			
<b>1 Title Blocks</b>			
<b>1a</b> The PWGSC title block is used.			
<b>2 Dimensions</b>			
<b>2a</b> Dimensions are provided in metric only.			
<b>3 Trade Names</b>			
<b>3a</b> Trade names are not used.			
<b>4 Specification Notes</b>			
<b>4a</b> There is no specification type notes.			
<b>5 Terminology</b>			
<b>5a</b> The term Departmental Representative is used instead of Engineer, PWGSC, Owner,			

Consultant or Architect.			
<b>5b</b> 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.			
<b>6 Information to be included</b>			
<b>6a</b> Architectural and Engineering Drawings have been stamped and signed by the design authority.			
<b>6b</b> The project quantity and configuration, dimensions and construction details are included.			
<b>6c</b> References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			

---

I confirm that the plans and specifications have been thoroughly reviewed and that the items listed above have been addressed or incorporated. I acknowledge and accept that by signing, I am certifying that all items noted above have been addressed.

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 00 10 - General Instructions

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

---

### DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

C-1	Civil
L-1	Landscaping
A-1	Architectural
S-1	Structural
M-1	Mechanical
E-1	Electrical

### SPECIFICATIONS:

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

<u>DIVISION</u>	<u>SECTION</u>	<b>NO. OF PAGES</b>
DIVISION 01	01 00 10 - General Instructions.....	.....XX
	01 14 25 - Designated Substances Report.....	.....XX
	01 35 30 - Health and Safety.....	.....XX
DIVISION 23	23 xx xx	
DIVISION 26	26 xx xx	



---

## 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 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.

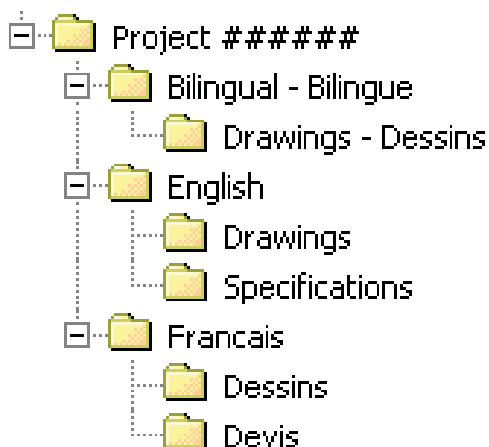
It is important to note that the procedure described in this manual is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this manual is to provide a standard for the organization and naming of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

---

## 1. DIRECTORY STRUCTURE

### 1.1 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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 1<sup>st</sup> Tier of the Directory Structure where *#####* represents each digit of the Project Number. The Project Number must always be used to name the 1<sup>st</sup> 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 2<sup>nd</sup> Tier of the Directory Structure. The folders of the 2<sup>nd</sup> 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 3<sup>rd</sup> Tier;
- The “*Drawings - Dessins*”, “*Drawings*”, “*Specifications*”, “*Dessins*” and “*Devis*” folders are considered the 3<sup>rd</sup> Tier of the Directory Structure. The folders of the 3<sup>rd</sup> 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 3<sup>rd</sup> Tier folder in each document.

**IMPORTANT:**

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

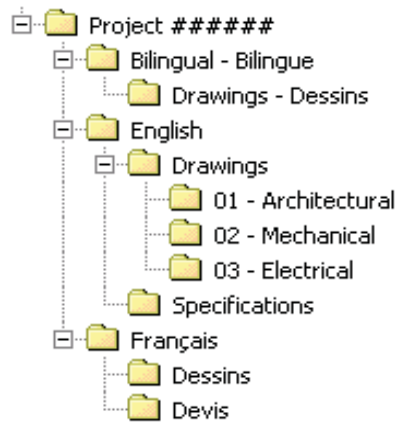
### 1.2 4<sup>th</sup> Tier Sub-Folders for Drawings

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

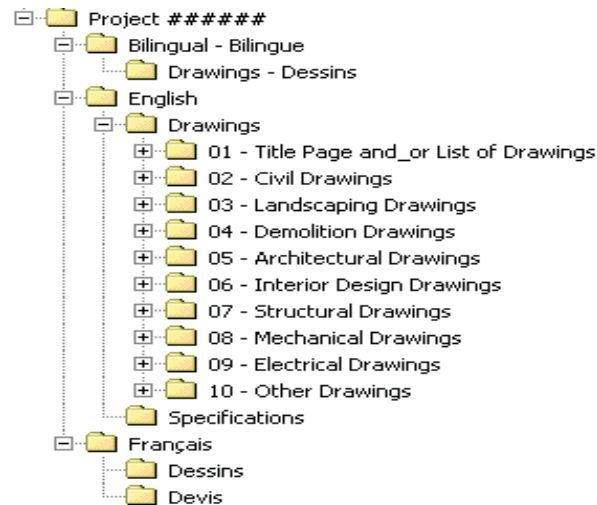
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders.

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 4<sup>th</sup> Tier sub-folders for drawings:



or



---

### 1.2.1 Naming Convention

The 4<sup>th</sup> 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 4<sup>th</sup> 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:

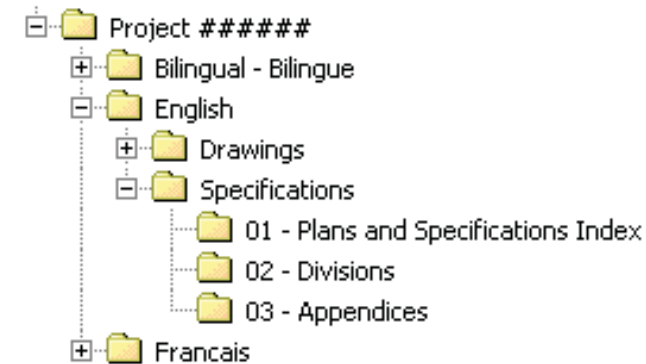
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the 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 4<sup>th</sup> Tier Sub-Folders for Specifications

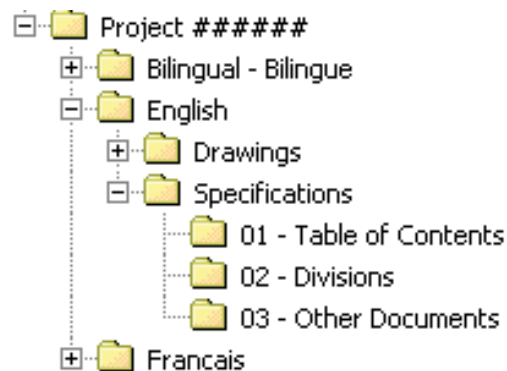
The “*Specifications*” and “*Devis*” folders must have 4<sup>th</sup> Tier sub-folders created to reflect the various elements of the specifications.

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 4<sup>th</sup> Tier sub-folders for specifications:



or



### 1.3.1 Naming Convention

The 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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:

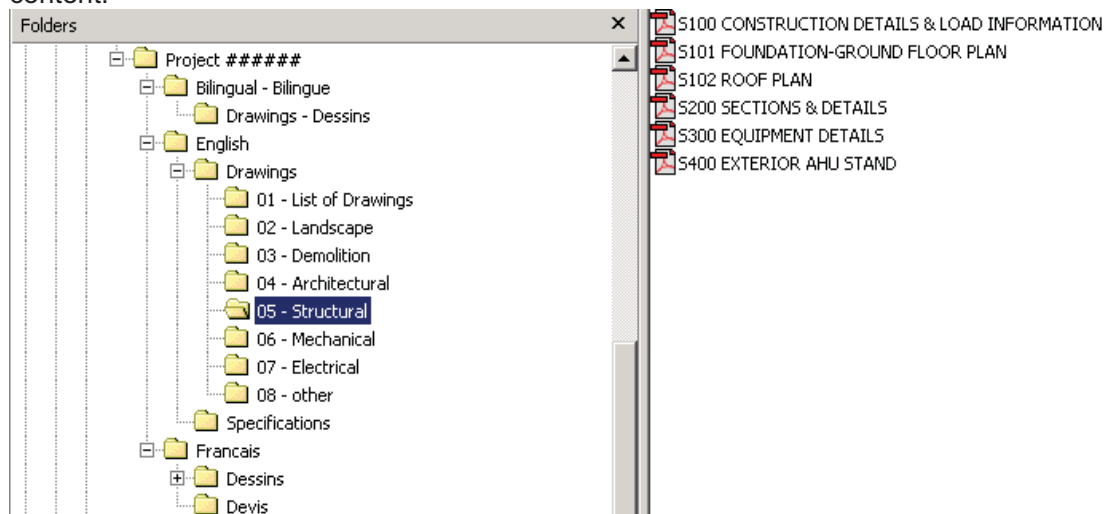
## = A two digit number ranging from 01 to 99 (leading zeros must be included)

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 4<sup>th</sup> 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:

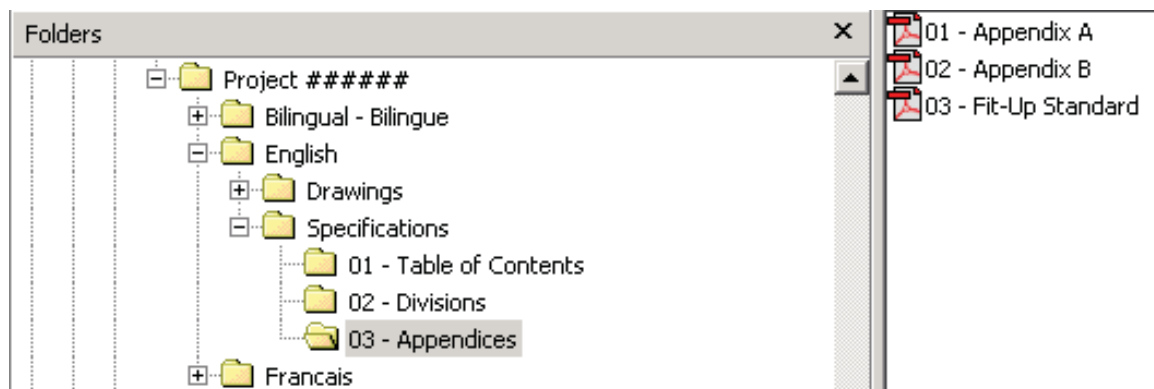
## - Y

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™**

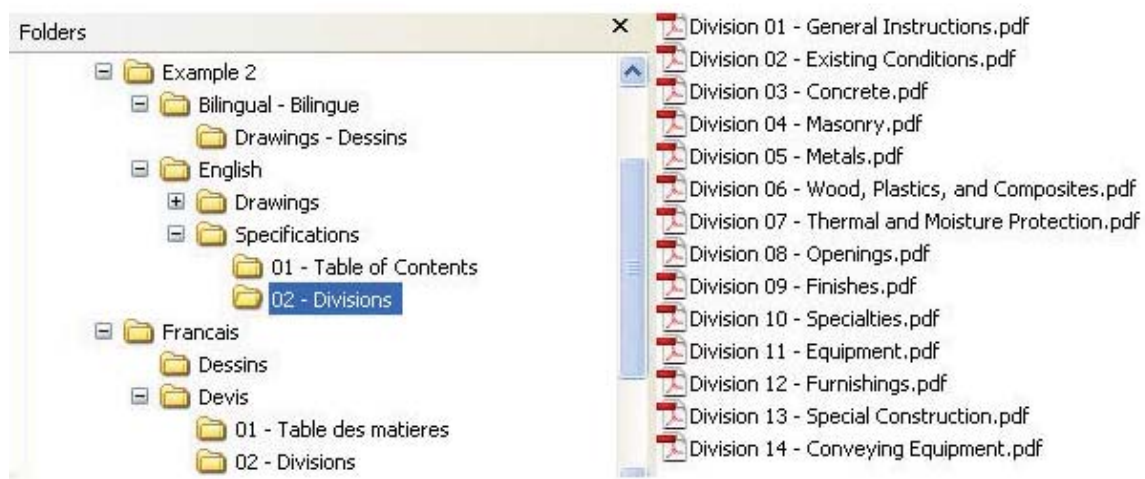
Example: Division 05 – Metals



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**

May 2005 Last Updated: May 3, 2005

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](http://www.adobe.com).

## **APPENDIX D**

### **INTEGRITY PROVISIONS – LIST OF NAMES**

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA  
Request for Standing Offer  
Architectural Services, Correctional and Non Correctional  
Esquimalt Graving Dock, British Columbia & Yukon  
Requisition No.EZ899 - 160176

## APPENDIX D - INTEGRITY PROVISIONS – LIST OF NAMES

If the required list of names has not been received by the time the evaluation of standing offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement to be a standing offer holder.

Offerors who are incorporated, including those submitting as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting as sole proprietorship, as well as those submitting as a joint venture, must provide the name of the owner(s).

Offerors submitting as societies, firms or partnerships do not need to provide lists of names.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.