

Landscape architecture – Various services, Québec Area

REQUEST FOR STANDING OFFER (RFSO)

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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) 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.

SI 3 SECURITY REQUIREMENTS

There is no security requirement related to this request.

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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/>), 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](#) (<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/>), 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 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/) 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;
- b. 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 DEFINITION

In this Request for Standing Offers (RFSO), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

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.

"Consultant Team":

The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, subconsultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

"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.

"PWGSC Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with expertise in landscape architecture and other related services to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the Province of Quebec. The projects will include works relating to refurbishment, rehabilitation, and new construction for the following type of installations and real properties.
 - a) Urban parks/ urban design and site design around buildings: service and recreation infrastructure, active transport paths (pedestrian and cycling usage), public place, boardwalk, parking, urban furnishings, exterior lighting, integration of public art, vegetation management.
 - b) Natural parks: Service and recreational infrastructure in a natural environment. (Exterior path network, parking, infrastructure in an isolated environment such as culvert, footbridge, stairs and signalization).
 - c) Heritage conservation: refurbishment and rehabilitation of gardens or cultural landscapes or civil engineering works.
 - d) Ecological design: Design of ecosystems (restoration or design of wildlife habitats and wetlands), ecological site design (green roofs, rain water management, water economic landscape design, control of heat islands, permeable coating), rehabilitation of industrial or degraded lands (contaminated sites, eroded berms and banks).
2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects within five (5) years preceding the closing date of the request for standing offer. 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 three (3) Standing Offers, 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 \$4,599,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$750,000.00 (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) and the Canada – Peru/Colombia/Panama Free Trade Agreement (CPFTA).

GI 3 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 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Public Works and Government Services Canada
Procurement Department
1550 avenue D'Estimauville, 6th floor
Quebec (QC), G1J 0C7
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. 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 G118.
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 LEGAL CAPACITY

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.

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- (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.

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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 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.

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STANDING OFFER PARTICULARS (SP)

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

STANDING OFFER PARTICULARS

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

1. The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.
2. OPTION TO EXTEND THE PERIOD OF THE STANDING OFFER

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for two (2) additional periods of one (1) year under the same conditions and at the rates or prices specified in the Standing Offer.

The Consultant will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

3. HOURLY RATE ADJSUTMENT

At the time of the option exercise, the rates indicated in the Hourly Rates Table will be increased or decreased by multiplying the rates by the percentage change in the consumer price index (CPI) at the time of the issuance of the amendment. The reference used is the CPI published by Statistics Canada for Quebec. We will use the most recent average index of the twelve (12) months preceding the date of exercise of the option.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of 750 000,00 \$ (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 45% of the business for the top ranked consultant, 30% for the 2nd ranked consultant, 25% for the 3rd ranked consultant. In the event fewer than 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.
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.

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2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

SP 7 CALL-UP RESPONSE TIME

1. Unless stated otherwise by the Department's Representative, the Consultant must, within a delay of two(2) working days, following a written receipt of the scope of services from the Department's Representative, confirm in writing of his interest to perform the services.
2. Unless stated otherwise by the Department's Representative, the Consultant must submit its financial proposal with a maximum of ten (10) working days, following a written receipt of the scope of services from the Department's Representative.
3. Upon failure to respect the above mentioned delays, Canada may assign the call-up to another Consultant in accordance with the set out order of distribution of the Standing Offer (See clause PO5). Failure to respect the delays or an absence of a response will be considered as the Consultant's refusal to perform the services.
4. Canada reserves the right to withdraw the Standing Offer, including all extension periods from the Consultant as a result for 3 refusals to provide such services from its start date.

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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 as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister; **Construction Contract** means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

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

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

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

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

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

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

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 by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

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.

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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 arm's 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 sub consultants, 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 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.

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- 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/) 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.

Solicitation No. - N° de l'invitation
EE520-161873/A
Client Ref. No. - N° de réf. du client
EE520161873

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-5-38256

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No/ N° VME

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

SC 1 Language Requirements

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

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.

TP 11 Additional services

Additional services that cannot be covered by the fixed hourly rates established in the present Standing Offer, such as inspections, topographical surveys, laboratory test, etc., and are required in the scope of the work within a Call-up, must be reimbursed at the actual cost.

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.

Solicitation No. - N° de l'invitation
EE520-161873/A
Client Ref. No. - N° de réf. du client
EE520161873

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-5-38256

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No/ N° VME

3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

DESCRIPTION OF SERVICES (DS)

1.0 OBJECTIVES

The consulting firms selected will provide services to support projects and provision of professional and technical services for the Directorate General of PWGSC Real Property in the Quebec region. Each call will support a departmental representative of PWGSC and may include one or more of the services referring generally to the field of landscape architecture and associated additional services. The consulting firms will be required to provide services in most if not all of the services listed in sections RS1 to RS6 as following:

Please note that in general, services provided to PWGSC should be comprehensive and include all the important issues that will have a significant impact on the project. These services should promote an environment free of unpleasant surprises to enhance the success of the project implementation. Please also note that the Canadian federal government adopted a series of measures to ensure that the principles of sustainable development are integrated into the policy of federal agencies. The Real Property Branch of PWGSC has developed a strategy for integrating sustainable development into its policies and operations. We expect that the consultant incorporates the principles of sustainable design in the solutions proposed for each project.

The timing of delivery of services will be established at the date of each call.

For all required services, the Consultant shall:

1. participate in meetings on the project which will take place at regular intervals during the duration of this project, as required during the call, preside over meetings, and prepare and distribute minutes within the time prescribed;
2. submit reports on the progress of the project to the representative of the Ministry, according to the prescribed time intervals during the call;
3. when a customer requests a change that could alter the scope of work or increase the project cost and (or) services, the consultant must seek approval of the Departmental representative prior to incorporating it into the design;
4. Except as otherwise specified in the call or the Offer, prepare three (3) copies of all documents to be submitted, plus a copy in each of the following electronic formats:
 - a) a copy of the original file by the software in which the documents were created, such as Microsoft Word, Excel, AutoCAD, etc..;
 - b) a copy in Portable Document Format (PDF).

All documents must be produced in accordance with the requirements contained in the following documents:

Appendix C – Doing Business, Québec Region

2.0 MANAGEMENT SERVICES

2.1 Departmental representative

The departmental representative PWGSC assigned to a specific project:

1. is the representative of the Ministry for the project;
2. assumes all the responsibility of the project, including management, administration and coordination of activities defined in this document;
3. acts as liaison between the Consultant, PWGSC and client departments.

2.2 Consultant

The Consultant shall:

1. be able to understand, interpret and translate into technical terms, the needs of the client department and include them in documents to be delivered under the project;
2. establish and maintain, throughout the duration of each project, a team that will be able to effectively provide the services described herein;
3. carry out the project on time and within budget in accordance with the plan approved by the Departmental representative;
4. following the issuance of an order addressed to him, the Consultant shall, conscientiously and professionally produce all the work described in this order;
5. take account of normal operations or the operational needs of facilities, so as to minimize the impact of projects.
6. coordinate the development and execution of a project taking into account other work in preparation or under way that may interact with the project.

2.3 Coordination with PWGSC

The Consultant shall:

1. provide its services according to the documents approved and directed by the Departmental representative;
2. correspond only with the departmental representative within the time and manner dictated by the latter. The Consultant shall not communicate with the client department, unless authorized in writing by the Departmental representative;
3. ensure proper identification in all communications, the title and project number and the file number of PWGSC;
4. Inform the departmental representative all changes that could affect the timetable or budget or not in accordance with the instructions or approvals already issued in writing. The Consultant should specify the extent of change and the reasons that explain, in addition to obtaining written approval before they are made.

2.4 Deadlines for action

2.4.1 Initial Project Meeting

The consultant must be available for initial project meeting with the departmental representative, within three (3) business days following the date on which the Consultant was advised that his firm was chosen for the next call. The meeting will review the mandate of the project, to clarify the requirements and confirm the acceptance of the call by the consultant.

The Consultant will not participate in the initial meeting of the project if he / she decided to refuse to respond to the call before any meeting takes place. The consultant may also refuse to respond to the call at the time

of the initial meeting of the project. In both cases, the consultant must confirm in writing its intentions to the departmental representative.

2.4.2 Project Proposal

The Consultant that has agreed to undertake the work of the call must submit a project proposal, project management, within ten (10) working days from the date of the initial meeting of the project.

Among other things, the proposed project must meet all the requirements of Section PO 5 - PROCEDURES FOR SUBSEQUENT ORDERS, and clearly identify the scope of work, deliverables and deadlines, a schedule of work and all other relevant requirements contained in this Offer.

The consultant must be able to demonstrate that they have sufficient resources within the team proposed to pay on time the services described in the Request for Offer.

2.4.3 Access during the project

In the context of all projects covered by a subsequent Order, the prime consultant and sub-consultants, if any, should be available to attend meetings or respond to inquiries in a within 48 hours following the request of departmental representative, in the locality where the work, from the date of grant of the call to the consultant until the final inspection and transfer of the project.

2.5 Official Languages

Under this offer, services must be provided in both official languages. Please see additional conditions SC3 under "Language Requirements".

2.6 Bilingual Construction Documents

Unless otherwise stated by the departmental representative, the Consultant shall:

1. provide construction documents in both official languages of Canada;
2. affix his professional seal on the text of both versions of construction documents.

The total amount to be paid for the production of construction bilingual documents should not exceed the amount specified in the call-in services, except with the prior approval of the Departmental representative.

3.0 DESIGN PRINCIPLES

3.1 General

The Ministry expects the consultant to maintain high quality standards based on recognized principles of modern design. All aspects of a project and all disciplines involved in the project must be fully coordinated and must consistently meet the design principles tested.

The projects must be made in order to meet environmental standards, federal, provincial and municipal governments.

The quality of materials and construction methods must be appropriate to the type of work and budget identified. We must avoid using experimental materials and take account of the life cycle of facilities.

Projects must be maintained at the lowest maintenance and operating costs. One must account for these costs at the level of studies and preliminary projects every time a choice is presented both in the selection of materials for the choice of working methods.

The consultant will prepare an estimate based on the latest version of the National Master Specification (NMS).

3.2 Specific principles

The proposed development must meet the standards, guides and guidelines and generally accepted in the industry. It must comply with codes, regulations, laws and decisions of "competent authorities". In the event of overlapping regulations, the most stringent will prevail. The Consultant must indicate the other regulations and agencies that have authority over the project.

All criteria of the design must conform to the latest editions of standards.

3.3 Sustainable Development

The Government of Canada has implemented a series of measures to ensure that sustainable design principles are incorporated into the policies of all federal organizations.

Public Works and Government Services Canada (PWGSC), as custodian of the inventory of real property assets and provider of office accommodation to federal departments, is developing an integrated design process (IDP) for each project and particularly for all construction related to major fit-up and renovation projects. The objective of the IDP approach and associated procedures is to implement a more consistent and cost-effective method for the sustainable design of support services for and the operations of both new and renovated buildings in order to meet the sustainability objectives of development strategies. The following IDPs are recognized by PWGSC:

- LEED® Canada-NC 1.0 (Leadership in Energy and Environmental Design (LEED) Canada for New Construction, Version 1.0);
- Building Research Establishment Environmental Assessment Methodology (BREEAM) Green Leaf Environmental Assessment Protocol and Green Globes Rating System.

Where services required by means of a call-up to a standing offer must be incorporated into a real property project in which one of these IDPs is used, the expert must be able to provide the services in order to meet the certification requirements.

In other circumstances, the use of an approach involving the construction and operation of sustainable infrastructure is clearly preferred, even if it is not subject to official environmental certification.

3.4 Waste Management

The Real Property Branch (RPB) is bound by the Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol. This protocol covers the information needed to manage this type of waste. The protocol meets the requirements of federal and provincial policies, and is in line with the commitments and immediate objectives of the RPB's strategy for sustainable development with respect to the management of non-hazardous solid waste generated by construction projects, renovation and demolition.

For all RPB projects, a solid waste management protocol must be included in the bid solicitation documents. This requirement is regulated in Ontario and are in the form of policy elsewhere in Canada.

3.5 Risk Management

The consultant will assist the departmental representative in the detection of risks throughout the project life cycle. Please consult the document entitled "Doing Business" to read the definitions and the checklist for risk management.

The risk management process includes, among others, the following:

1. identify risks from experience and using the checklist proposed or other lists available;
2. qualify and quantify the probability of risk (low, medium or high) and their impact (low, medium or high);
3. prioritize the risks (by focusing on risk and highly probable that the impact is medium or high);
4. develop intervention measures to prevent the risks (ie, evaluating the different alternatives for reducing risks. This is the real added value of risk management);
5. implement risk reduction measures.

A risk management strategy is essential to the management of PWGSC. Such a strategy combines project planning and procurement planning. All interest groups will be taken into account in the risk management strategy draft. These groups will form a team of integrated production.

3.6 Health and Safety

Public Works and Government Services Canada (PWGSC) recognizes its obligation to protect health and ensure safety of all persons working on construction projects of the ministry. It also recognizes that federal employees and private sector are entitled to full protection under the regulations on hygiene and safety.

To meet this requirement and improve the protection of health and safety of all persons in the federal building, PWGSC agrees to comply with laws and regulations of the provinces and territories on health and safety, in addition to the Canada Occupational Safety and Health at Work.

For all Real Property Branch (RPB) projects, occupational safety and health requirements tailored to the project must be included in the bid solicitation documents.

4.0 ISSUES

4.1 Major Elements of cost

Estimating and monitoring costs are crucial activities and must be performed by qualified appraisers. Cost estimates must be submitted in the form of an analysis of costs per item. The standard of acceptance for this presentation format is the current edition of the model of cost analysis component of the Canadian Institute of economists under construction.

We shall provide a summary estimates and supporting documents indicating the complete work, quantities, unit prices and amounts.

4.2 Major Elements of time

Although the quality and respect of the budget remain important, the performance of work within the time limits set represents a very important element of a project. At each stage in the progress of a project, the consultant should make every effort possible and reasonable to get to meet deadlines set by the project schedule.

5.0 DISCIPLINES / SPECIALTIES COVERED BY THE STANDING OFFER

The consultant's team must be able to provide services in all landscape architecture disciplines (urban parks / urban design, natural parks, heritage conservation, and ecological site design) and other related fields:

- a) Urban parks/ urban design and site design around buildings: service and recreation infrastructure, active transport paths (pedestrian and cycling usage), boardwalk, parking, urban furnishings, exterior lighting, integration of public art, vegetation management.
- b) Natural parks: Service and recreational infrastructure in a natural environment (example: exterior path network, parking, extensive access, and infrastructure in an isolated environment such as culvert, footbridge, stairs and signalization).
- c) Heritage conservation: historical site, refurbishment and rehabilitation of gardens or cultural landscapes or development of works of art.
- d) Ecological design: Design of ecosystems (restoration or design of wildlife habitats and wetlands), ecological site design (green roofs, rain water management, water economic landscape design, control of heat islands, permeable coating), and rehabilitation of industrial or degraded lands (contaminated sites, eroded berms and banks).

From time to time, the consultant may have to consult advisers or specialists in specific areas of expertise in order to obtain all technical information necessary or useful for the development of the design or making any decision. The costs associated with the use of a specialist in a discipline other than those covered by this offer will be treated as disbursements and will be reimbursed in accordance with the conditions stipulated in the Terms of Payment.

If necessary, the Consultant may enlist the services of a firm that specializes in the following areas:

1. Engineering: civil, electrical, structural, and hydraulic
2. Architecture: sheds, small buildings, lighthouses;
3. Surveying;
4. Geotechnical and laboratory: Characterization study and quality control
5. Biology: Various fauna and flora habitats
6. Development: scenography, graphical design and interpretation content
7. Forest engineering: Urban forestry
8. Architectural and event lighting

REQUIRED SERVICES (RS)

RS 1 SERVICES DRAFT

The objectives of this stage include;

1. prepare feasibility studies and analysis of options;
2. to collect data;
3. develop the strategy and the preliminary timetable for implementation;
4. produce reports on the state of the works;
5. develop sustainable development strategies and the corresponding report;
6. preparing the report on the costs (order of magnitude).

RS 1.1 Feasibility studies and options analysis

1.1.1 Purpose

The objectives are to:

1. study and analyze the building materials and building components, capacity, site conditions including soil conditions (soil investigations will be undertaken at a later stage), regulations, etc.;
2. analyze the economic, regulatory, environmental and sustainable as well as technical issues;
3. give an overview of research and subsequent analysis may be required to determine the feasibility of a project;
4. develop options with cost estimates and
5. make recommendations

1.1.2 Scope and activities

Unless otherwise specified in the call-up, the scope and activities of the feasibility study and analysis of options will be to;

1. Visit the site and investigate and analyze the factors that may affect the feasibility of the project;
2. Review needs with respect to facilities or structures involved, in particular in terms of existing and new technologies.
3. Analyze requirements and program of the project;
4. Review all existing materials and are available relating to the types of structures in place or planned.
5. Study and analyze all the codes, laws and other standards,
6. Evaluate existing facilities in relation to the enforcement of codes and standards;
7. Identify all the competent authorities in the project and verify all their demands;
8. Prepare for this project, a policy designed to minimize environmental impact, according to the objectives and economic constraints of the project and implementing the Canadian Environmental Assessment Act (CEAA);
9. Prepare recommendations on the feasibility of the project.
10. The development of at least two options, with cost estimates of the type D ("Order of magnitude"), suitable to the work and the problem at hand.
11. For each option, identify the advantages and disadvantages with emphasis on the manner and extent to which each option can solve every problem and why it should recommend a particular option.
12. Analyze each option as part of a life cycle assessment and analysis of the overall cost

1.1.3 Deliverables

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

1. a report on existing structures, including their condition, their shortcomings and their life expectancy;
2. a report on all codes, regulations, standards and administrations;
3. a report on the environmental impacts and the feasibility and, where appropriate, on the environmental assessment screening, in addition to the report on the study of the CEAA;
4. a report on the recommendations and analysis of options, including an analysis of overall costs;
5. the description of the problem, conflict or other information received and identify options to be confirmed by the Departmental representative;
6. a report on the costs of the type D (estimate) for each option.

RS 1.2 Strategy and implementation schedule

1.2.1 Purpose

The objective is to specify an implementation strategy to achieve the goals of the project.

1.2.2 Scope and activities

The Consultant will, among others:

1. prepare an implementation strategy describing detailed in a report all the activities, milestones and deliverables to achieve the project, including deadlines for submissions, reviews and approvals;
2. prepare a project timetable showing in graphical form, for example using the critical path (MCC) and the examination technique evaluation (PERT) all activities, milestones, deadlines critics, elements with a long delivery time and the stage of maturity required to efficiently produce documents relating to the project, including the time for presentations, examinations and approvals;
3. strategy and preliminary schedule for implementation described below will include:
4. staggered phases;
5. coordination of activities with other work or with the normal operations of the site;
6. the strategy for construction;
7. Inform the Departmental representative any changes in the scope of work and could affect the timetable or inconsistent with the instructions or written approvals already issued. The Consultant should specify the extent of and reasons for change and obtain written approval before they are made.
8. submit the strategy and implementation schedule for review. Revise where necessary. The resubmit for final approval. The schedule originally approved schedule will be "basic" for monitoring the progress of the project;
9. throughout the project, monitor the critical path and deadlines for submissions, revisions and approvals. Submit weekly progress reports indicating the documents produced, skids and upcoming events.

1.2.3 Deliverables

1. Strategy implementation;
2. Chronological (calendar) of services and implementation preliminary plan.

RS 1.3 Report on the works or installations

1.3.1 Purpose

The objective is to assess the status of works or facilities to determine the management strategy most relevant to the conservation, maintenance and (or) rehabilitation (or) the replacement of equipment to meet current and future needs of customers.

1.3.2 Scope and activities

Project Initiation

A launch meeting will take place at the time and place to be specified by the departmental representative. It is expected that all parties become aware of the requirements of the project in anticipation of this meeting.

The departmental representative will convene the meeting to launch the project. At this meeting, we will present all parties to be involved in the project and will host a panel discussion on the requirements of the project and will ensure that all fully understand the requirements for achieving this project.

To help define the procedures and requirements, the consultant must list the details and additional information prior to the meeting.

We will review the proposed project schedule for the audit to ensure that all steps are achievable. We will examine the list of drawings, reports, studies and other records and to publicize the case in which one must make copies.

Phase of research

This phase focuses on reviewing the literature prior to the inspection of the works to confirm the range of information available and to identify missing elements or reasons for concern that it will devote particular attention in the next phase or as statements of existing conditions.

The consultant will ensure different activities, including:

1. examination of documents and evaluation reports on the existing structures;
2. review of codes and standards current localities, provinces and the whole country and the analysis of compliance with codes;
3. review of original drawings and the finished work;
4. interviews with maintenance personnel and operations to ascertain the issues that deserve consideration;

Some information may be provided with the briefing prepared by the departmental representative. For other cases, we must do research to gather the documentation for the definition and development of the project. The main data sources to consider are:

1. maps;
2. plans and digital files;
3. aerial photographs;
4. data on traffic composition and traffic loads;
5. climatology and hydrology;
6. historic inventory of structures within the pavements.

Phase transcripts of existing conditions

The team of the consultant will conduct a detailed review of the current works:

1.3.3 Deliverables

1. Submit a report including an analysis of data relating to the state, the rest of life, compliance with codes, description of conditions and their impact on the functionality works.
2. Attach to the report document experts, surveys or other analysis results support the recommendation.
3. Accompany the report with photographic records.

RS 1.4 Sustainable Development Strategies

1.4.1 Purpose

The objective is to study and discuss a wide range of sustainable development strategies, including:

1. recycling and reuse of materials, systems and equipment;
2. purchase of green materials;
3. the calculation of life cycle costs and analysis of costs and benefits.

1.4.2 Scope and activities

The Consultant will, among others:

1. study and discuss strategies for sustainable development in the context of the project and make recommendations thereon;
2. prepare a directory of materials, systems and equipment available and uncontaminated for reuse or recycling. It should identify the target markets for the recycling of materials and make recommendations thereon.
3. search for and identify the "green" building potential for the project, as well as potential suppliers. Advise where necessary.
4. execute, drawing on all the recommendations, an analysis of costs and benefits and a study of life cycle costs of the sustainable development strategy of the project.

1.4.3 Deliverables

Prepare and submit the deliverables as outlined below;

1. Submit the Sustainable Development Strategy for consideration in a report.
2. Revise as needed.
3. Then resubmit for final approval.

RS 1.5 Reports on the cost of «type D" (Value)

1.5.1 Purpose

The aim is to give an idea of the total project cost from the functional requirements of the user, to the extent known at this time. This study is based on previous financial data, relating to similar work, adjusted as necessary to take into account such factors as the impact of inflation, location, risk, quality, scope and deadlines. It should be taken into account, as far as possible, all related factors affecting costs.

This estimate is intended purely to give an idea (magnitude) of the total cost and the project completion date. This estimate will provide the rough estimate required by Treasury Board for preliminary approval of the project.

1.5.2 Scope and activities

Planning costs

Tasks include, among others:

1. prepare plans from financial statements of the project, preliminary concepts or other provisional information;
2. prepare cost analysis;
3. prepare an analysis of options and scenarios;
4. give advice and make recommendations on project planning in order to achieve the most economical sequence in the project;
5. define and quantify the potential risks and make recommendations on contingencies in order to minimize the negative impact on costs;
6. give advice on different approaches to procurement and construction to produce efficiency gains as far as possible;
7. identify, predict and analyze the issues relating to the project, including possible shortages on the market and potential fluctuations in price.

Estimated costs

Develop cost estimates of projects including, among others:

1. prepare cost estimates of the "type D" (estimate);
2. quantify the costs of design and construction, contingencies and risks;
3. prepare and study different alternatives for the calculation of costs in order to know the design method and (or) the most cost-effective construction;
4. study the life cycle costs and reporting;
5. describe the unit prices, as well as analysis and evaluation.

1.5.3 Deliverables

Prepare and submit the deliverables as outlined below;

Planning costs

1. Cost plans;
2. Analysis of costs and scenarios;
3. Cash flow;
4. Reports on different approaches to procurement and construction and other issues related to the project.

Estimated costs

1. Estimated costs fully detailed. Accuracy: an estimate of the "type D" (estimate);
2. Description of the methodology of estimation and assumptions;
3. Reports on the study of different alternatives for the calculation of costs;
4. Reports on life cycle costs.

SR1.6 Project Requirements Analysis

1.1 Objective

The current step ensures that the consultant examined and took into consideration all the requirements of the project, that he has understood and evaluated the conflicts and problems, that he has proposed alternative solutions and that he presented a description of the work detailing a method of execution, a calendar and estimations in order to guarantee a coherent execution of the project, of which have been approved. These approved documents will constitute the extent of the services that will be used throughout the project as a reference document.

1.1 Extent of the work

1. Visit the building/site and verify the availability and the capacity of the required services of the project.
2. Assist the project's start-up meeting.
3. Analyse the program and project requirements.
4. Examine all the available existing material that is pertinent to the project.
5. Revise the project's calendar in order to verify if all the steps can be respected.
6. Revise the budget/cost plan in order to verify if the costs are realistic and if it is possible to respect the estimates.
7. Determine and verify that they are all competent authorities in the scope of the project.
8. Identify the codes, regulations and laws that are applicable.
9. Prepare a policy for the reduction of the environmental effects that will be adapted to the objectives of the project, while taking into consideration the economic constraints.
10. Examine the elements susceptible to environmental repercussions as well as the aspects of the project affected by the *Canadian Environmental Assessment Act (CEAA)*.

1.1 Deliverable Products

Exhaustive summary of the program and the project brief demonstrating a comprehension of the extent of the work, including:

1. Report on the current system elements of the building, including their condition, anomalies and expected life-span.
2. A project timeline and cost plan confirmed or readjusted.
3. Written identification of the problems, conflicts or other perceived/hypothesized information for clarification to be taken into consideration by the project manager.

RS 2 CONCEPTUAL STUDY

RS 2.1 Objectives

Translate project requirements into design parameters, in the most environmentally friendly and sustainable manner. Consider design options and analyze them in terms of priorities and objectives already described for the program. At the end of this process, we recommend an option for the development of the design.

RS 2.2 Scope and activities

2.2.1 General

1. Ask the departmental representative to approve in writing the options of the conceptual study, based on analysis of project requirements.
2. Offer different design options on the technical strategies and environmental consequences, which are viable and can be developed.
3. Analyze each solution in terms of project objectives, particularly with respect to cost and schedule.
4. Prepare a preliminary report on the project description, showing the different elements and different systems.
5. Integrate the recommendations and mitigation measures contained in the environmental assessment and the report on the review of the Canadian Environmental Assessment Act (CEAA), as appropriate.
6. Minimize materials and hazardous or toxic products used.
7. Recommend an option to develop, with all the information and technical justification.
8. Produce a cost C estimate for the various options.
9. Produce a timetable for implementation, including procurement strategies and construction.

2.2.2 Supplementary studies

From the conceptual study, the consultant must seek the fulfillment of certain studies to obtain precise and detailed information on soil characteristics, the status of works, and the need for certain structures and needs related to surface facilities.

The main studies can be requested are as follows;

1. geotechnical study,
2. value analysis study,
3. characterization study of contaminated lands,
4. hydrological studies,
5. studies of embankments, dams and slope stability,
6. study signaling,
7. study of road safety,
8. site analysis study.

2.2.3 Sustainable Development

1. Develop and evaluate options for a conceptual study on positive environmental strategies.

2.2.4 Plan Cost

1. Prepare preliminary cost plan for each study design;
2. Prepare preliminary cost analysis;
3. Prepare analysis of options and scenarios;
4. Give advice and make recommendations on planning the project to achieve the most efficient sequence for this project;
5. Define and quantify the potential risks and make recommendations on contingencies in order to minimize the negative impact on costs;
6. Give advice on different approaches to procurement and construction to produce efficiency gains as far as possible;
7. Define, predict and analyze the issues relating to the project, including possible shortages on the market and potential fluctuations in price.

2.2.5 Cost estimates

1. Prepare cost estimates of the "type C";
2. Quantify the costs of design and construction, contingencies and risks;
3. Prepare and study the alternatives for the calculation of costs, to help to establish the design method and (or) the most economical construction;
4. Consider life cycle costs and reporting;
5. Describe all unit prices, as well as analysis and evaluation.

2.2.6 Plan chronological (calendar)

1. Prepare the schedule of the project;
2. Identify potential risks to be included in the schedule;
3. Give advice on different approaches to procurement and construction to produce efficiency gains as far as possible.

RS 2.3 Deliverables

1. Description of options and recommendation of the preferred solution;
2. Conceptual design drawings including details of cross types;
3. Report on waste management, where appropriate;
4. Audit plan and action plan for waste diversion, if any;
5. Report on amendment of the environmental design;
6. Report on environmental assessment and recommendations in respect of decisions relating to the CEAA, as appropriate;
7. Terms of cost, including cost analysis, hypothetical scenarios, the potential risks and different strategies of purchasing and construction;
8. Estimated costs of the type C, including the methodology of estimation, the assumptions adopted, the alternatives for the calculation of costs and life cycle costs;
9. Report on the slippage of the schedule and recommend corrective measures or update delays

RS 3 DEVELOPMENT OF THE DESIGN

RS 3.1 Objective

The Consultant shall continue to develop the design for one of the options presented in the stage of conceptual design. The documents concerning the development of the design consists of drawings and other documents to describe the extent and nature of the whole project.

RS 3.2 Scope and activities

3.2.1 General

1. The departmental representative will confirm in writing which of the options proposed during the conceptual design will be developed by the Consultant.
2. If changes are required, describe all the changes, analyze the impact on all aspects of the project and resubmit for approval as required.
3. Expand and clarify the purpose of the study design.
4. Present design to government or local authorities where necessary.
5. Coordinate the development of design for all disciplines.
6. Analyze the sector capacity of the building in the project and advise on the process and the duration of construction.
7. According to the materials available on the date of the work, prepare a timetable for steps to study, paying particular attention to the impact on tenants.
8. Continue to review all laws, regulations, codes and ordinances applicable in terms of project design.
9. List all the sections found in the DDN, with a provisional estimate and complete choice in terms of sustainable development and ecology.

3.2.2 Design

Based on the results and recommendations of studies and environmental assessments, the consultant shall proceed to finalize the design, considering the non-exhaustive list of the following;

3.2.2.1 Landscape architectural drawings (without limiting to):

- Site plan indicating the construction site limits, the elements to be demolished, and the elements to be recovered.
- Site plans, global design, details, elevations and sections to specify the precise geometry of the circulation network, the drainage and earthwork, the vegetation conservation issues, service infrastructures, surface coating, urban furnishings, landscaping and other public utility works.
- The plans and drawings required to complete the earthwork and the soil management including the existing and proposed elevations.
- The plans and drawings required for the work pertaining to the existing vegetation.
- Drawings and design elements for the structures and light architectural elements (in association to the engineering).
- Prepare transverse sections to display the relation between the existing and proposed works: illustrating the elevation differences and the infrastructure type. Included sketches or drawings of pertinent details for the comprehension of the assembly.
- Implementation plan and or dimensional drawings that illustrates all the dimensions, an illustration or explanation including for example the anchoring method for the furnishings.

- Details, sections or elevations or any other special design characteristic that requires and illustration or explanation including for example various anchoring methods.
- The pertinent drawings must incorporate the drawings of other disciplines.

3.2.2.2 Civil, structural, and electrical engineering drawings (without limiting to):

- Drawings indicating the proposed structural elements, foundation type, construction materials, wall retaining details, exterior cladding, as well as any other important or unusual proposed detail. The drawings can be distinct from or incorporated into the architectural drawings. Include a copy of the site investigation report on which the design is based on.
- Drawings indicating all the current elements of the current rain water system, aqueduct and electrical and connection point with the public systems.
- Drawings of the location of the new rain water system elements, aqueduct and electrical, including the foundations, backfills, the levels, and key rafts.
- Drawings of the drainage works.
- Drawings of the slope stabilization and erosion control (in association with landscape architecture).
- Details, public utility trench sections or any other special design characteristic which at this stage requires an illustration or explanation.
- Implementation plan of the lighting and nomenclature of the light fixtures displaying the circuits and including the information on the communication and assembly.
- Provide all the internal and external energy charges with sufficiently detailed information in order to determine if the proposal is compatible with the current services and the proposed design.
- Distribution sketch for the cables of the lighting network, power supply, and others. Identify the supply point with the service providers.
- The pertinent drawings must incorporate the drawings of other disciplines.

3.2.3 Sustainable Development

1. Develop design and evaluate options for positive environmental strategies.

3.2.4 Specifications

1. List and write sections of the estimate for all sections of the DDN to use.
2. Submit a quote to mimic all the works and the main elements of the construction.
3. Highlight materials, components and systems proposed "green".

3.2.5 Plan Cost

1. Updating the plan costs.
2. Highlight changes from the preliminary plan costs.
3. Replicate an analysis of cash flow.

3.2.6 Cost estimates

1. An estimate of costs of the type B (based).
2. Highlight the changes to the estimated costs of the type C. Explain the differences and justified overruns.

3.2.7 Plan chronological (calendar)

1. Update chronological (calendar).
2. Highlight changes from the previous timetable.

RS 3.3 Deliverables

1. The location plan;
2. Site plans
3. Demolition plans;
4. Details, typical sections and elevations;
5. Plan costs with cash flow to date;
6. Estimated costs type B;
7. Preliminary construction schedule, including items requiring a long period of delivery;
8. The project file stating the basic assumptions of this project and the justification for all important decisions;
9. Updated report on the sustainable development strategy.

RS 4 CONSTRUCTION DOCUMENTS (PLANS AND SPECIFICATIONS)

RS 4.1 Objective

Based on the documents approved at the stage of development of the design, the Consultant shall prepare the drawings and specifications showing in detail the requirements for construction work, as well as the final estimate of the project costs. Unless otherwise noted, the various stages of completion of construction documents are:

1. 33% stage of completion: completion of all technical papers;
2. 66% stage of completion: quasi-technical development of project engineering plans, details, schedules and specifications at an advanced stage;
3. 99% stage of completion: presentation of construction documents complete, ready to launch the tender and submit to local governments for final approval;
4. The final presentation includes all the revisions to the version corresponding to the 99% stage of completion and is intended to provide PWGSC of complete construction documents for the tender.

RS 4.2 Scope and activities

4.2.1 General

1. Ask the departmental representative to approve documents required for the design development (stages 33%, 66% and 99% completion and final stage).
2. Requirements for elements such as size, type, content, number of copies, etc., Which apply to the preparation and submission of construction documents are submitted to the Description section of the Services and the Annexe C.
3. Define special procedures (such as phased construction).
4. Submit drawings and specifications necessary to steps (33%, 66%, 99%, final)
5. At the final stage of presentation, all drawings and specifications must be produced in both official languages.

6. Respond in writing to all comments on the review and consider, where necessary, in the construction documents.
7. Provide advice on the progress of cost estimates and submit cost estimates to date as the project evolves.
8. Update chronological (calendar) of the project.
9. Prepare a final cost estimate of the type A and a breakdown of costs.
10. Consider and approve specifications for materials and construction process to meet the goals of sustainable development.

4.2.2 Details

Technical meetings and production

1. We will review the production of construction documents stages of 33%, 66% and 99% completion during meetings convened by the departmental representative and consultant.
2. Representatives of the Ministry and customer support PWGSC will attend these meetings as arranged by the departmental representative.
3. The Consultant shall ensure that its employees and representatives of its sub-consultants involved in technical meetings and production where necessary.
4. The Consultant shall ensure that all documents are coordinated with all sub-consultants and all sectors of activity.
5. The Consultant will arrange for all data and records necessary for progress, among others.
6. The Consultant shall prepare minutes of meetings and distribute copies among all participants.

Review of progress

As that work progresses in the construction drawings, the Consultant shall submit drawings, schedules, details, the relevant data on the design and the plan costs and timing of project days if necessary.

RS 4.3 Deliverables

Prepare and submit the deliverables as prescribed in section Description of Services

The deliverables are comparable at all stages. The degree of completion of the project's development will determine the appropriate stage of presentation of documents.

4.3.1 Presentation at the 99% completion

Quotations and complete working drawings

A copy of the information collected on site, photographs of the report on the study of soils, drilling records, and so forth.

A copy of the documents, studies and calculations, among others, required by PWGSC for final verification and archiving.

A copy of the plan costs and project schedule to date.

4.3.2 Final presentation

This presentation will consider all revisions to the further consideration of the presentation at the 99% completion. Provide the following:

1. complete set of original drawings of work;
2. complete sets of the original specifications;
3. estimation of type A;

To avoid misplace or damage the originals, keep a complete set of drawings in reproducible form and a copy of quotation.

Presentation responsible for inspection (ie, municipal buildings).

Submit and approve plans and specifications required by those responsible for inspection before tendering.

RS 5 CALLS FOR TENDERS, EVALUATION OF PROPOSALS AND AWARD OF CONSTRUCTION CONTRACTS

RS 5.1 Purpose

Preparing complete sets of bidding documents based on final construction documents approved by the departmental representative. Solicit bids and evaluate proposals from competent contractors for the project in accordance with the tender documents. Award the construction contract by government regulation, including federal rules for submitting proposals.

RS 5.2 Scope and activities

5.2.1 Calls for Tender

The Departmental representative shall provide the number of copies of tender documents, together with all other documents required for tendering.

The Consultant shall:

1. prepare, sign and seal of complete sets of plans and specifications for construction approved and ready for tender. The requirements on the number and types of required copies of plans and specifications for buildings are presented in the section Description of Services;
2. provide the Departmental representative all the information required by the bidders to fully interpret construction documents;
3. participate in briefings bidders (visit of assessment of work) upon request;
4. prepare the addendum to the questions raised during these meetings for which the contracting authority disseminates;
5. keep notes about all queries during the tender and submit to departmental representative at the end, to sort them into folders PWGSC.

5.2.2 Assessment of proposals and award of construction contracts

The Consultant shall, upon request, participate in the evaluation of proposals by providing advice on matters such as:

1. completeness of tender documents in all respects;
2. technical aspects of tenders;
3. the impact of alternatives and reserves that could be included in the proposals;
4. the ability of bidders to complete the entire work;
5. the availability of adequate capital to carry out the work;
6. examine the impact of the Annexes to the tender and the contract cost and schedule and report in a report;
7. information to support price negotiations.

If PWGSC decided to relaunch a tender for a project, give advice and provide assistance to departmental representative.

RS 5.3 Deliverables

5.3.1 Overview of deliverables

1. Original drawings and specifications
2. Electronic copies of drawings and specifications
3. Addenda, if necessary
4. Complete notes on all requests for information during the tender
5. Changes to documents, whether to relaunch the tender
6. Cost estimate or schedule updated

5.3.2 Requirements submission in terms of plans and specifications for construction

Provide three (3) complete sets of construction drawings approved by the following requirements:

1. one (1) paper copy, signed and sealed, and
2. two (2) electronic copies (one original format and in PDF format)
3. Provide three (3) complete sets of specifications for construction approved by the following requirements:
4. one (1) paper copy linked to proper
5. two (2) electronic copies (one original format and in PDF format)
6. The certified copy of the drawings and specifications is solely for the purpose of bidding and need not be signed or sealed.
7. The original print, signed and sealed drawings and specifications will be the version used by the contractor selected for construction permits.

Solicitation No. - N° de l'invitation
EE520-161873/A
Client Ref. No. - N° de réf. du client
EE520161873

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-5-38256

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No/ N° VME

5.3.3 Electronic versions of the plans and specifications for construction

A certified copy of the drawings and specifications for the final presentation on one or more CD-ROM in PDF format, in accordance with the User Guide on the standard directory structure and naming convention for documents of tender for construction work on CD-ROM.

PDF files must as far as possible be extracted from software in which they were created and should not be protected by a password or contain restrictions on printing. A reference manual, the "Reference Guide based on the conversion of drawings in PDF (Portable Document Format) giving basic information on the conversion of the construction drawings in PDF format is available on request.

Electronic versions of the addenda, if necessary, are presented in electronic format (PDF) without password protection or restriction of printing.

RS 6 ADMINISTRATION OF CONSTRUCTION CONTRACTS AND REVIEW OF WARRANTIES AND AFTER CONSTRUCTION

RS 6.1 Objective

Implement the project according to contract documents and prescribe and monitor all changes required or requested with respect to the scope of work during construction.

RS 6.2 Scope and activities

6.2.1 General

1. During the project implementation, to intervene on behalf of PWGSC, to the extent provided herein.
2. Caring for the review of the work at intervals to ascertain if these works are in accordance with contract documents.
3. PWGSC must be keep abreast of the progress and quality of work and report deficiencies or defects found in the works during the examination on site.
4. Calculate the amounts payable to the contractor after the work and certify payments to him for that.
5. Intervene in the interpretation of the requirements of the contract documents.
6. Provide advice on the costs during construction.
7. Inform the departmental representative all changes to be made to the scope of work during the project implementation.
8. Examine the documents submitted by the contractor.
9. Prepare and justify changes to permits issued by the Departmental representative.
10. Indicate any changes or substitutions of all materials and equipment in the documents archive.
11. During the warranty period, twelve (12) months, review all the real and alleged defects and send instructions to the contractor.
12. Perform a final review of the warranty.

6.2.2 Details

6.2.2.1 Construction Meetings

Immediately after the award of the contract, organize an information meeting with the contractor and the representative of the Department. Prepare the minutes of this meeting and forward copies to all participants and to others, with the approval of the project manager.

Convene working meetings every two weeks, starting with the briefing on the construction work.

Participate in these meetings, as appropriate, the foreman of the site, the representative of the Consultant on the scene, the main sub-contractors, sub-consultants and representatives referred by PWGSC.

Prepare the minutes of this meeting and forward copies to all participants. The project manager may invite the client departments to participate in this meeting.

6.2.2.2 Project Schedule

Getting the project schedule as soon as possible after contract award and ensure that it is distributed as required.

Monitor the construction schedule approved, take the necessary measures to ensure that the timetable is up to date and submit a detailed report to the Ministry in regards to delays.

Keep accurate records on the causes of delays.

Spare no effort to assist the contractor to avoid delays.

6.2.2.3 Extensions

Only the Department may approve a time extension. This approval will be issued in writing by the departmental representative.

6.2.2.4 Cost Allocation

Obtain from the contractor, the detailed breakdown of costs on the PWGSC form and submit to the Ministry with the first application deposit.

6.2.2.5 Changes related to subcontractors

The Contractor shall draw upon subcontractors listed in the form of offers, unless a change is authorized by the Department. We can consider the changes if they do not increase costs.

Review all requests for changes relating to subcontractors and make recommendations to the departmental representative.

When subcontractors are not included in the list form of offer, ask the contractor to provide this list not later than ten days following the award of the contract.

6.2.2.6 Manpower needed

The Contractor shall, under the contract, assign competent workers and fulfill the work effectively. Report problems to the ministry of labor that may require corrective action on its part.

The consultant will ensure that a copy of the Labor Conditions of the contract is displayed in plain view on the site.

6.2.2.7 Compliance with regulations

Ensure that construction work complies with the regulations.

6.2.2.8 Safety of the construction

All buildings and facilities occupied by federal employees during construction are subject to the Law on Safety and Health Canada and relevant regulations, which are administered by Health and Welfare Canada, and (or) the regulations of the provinces, in applying the more restrictive laws.

During construction, the measures adopted with regard to fire safety must meet the standards 301 and 302 of the ICC, which are administered by the Engineering Services of protection against fire of the Labor Program of Human Resources Development Canada, before known as "Fire Commissioner of Canada."

In addition, the Contractor shall comply with the laws and provincial and municipal regulations on safety, as well as all the instructions issued by officials of the competent authorities regarding the safety of construction work.

Ensure that the contractor is mandated to handle all the necessary work coordination, insulation, protection and recovery systems for protection against fire and fire suppression during the entire duration of construction.

Advise the property manager each time the system of protection against fire and flame suppressant are decommissioned and report the estimated time for recovery.

Ensure that the contractor is mandated to provide a surveillance service as defined in Standard 301 of the ICC and by the fires.

6.2.2.9 Visits the site

Provide inspection services of construction as a non-resident. Ensure compliance with contract documents.

Provide the services of competent employees, who know the technical and administrative requirements of the project.

Conclude a written agreement with the entrepreneurs about the steps or aspects of structure to be inspected before the finish.

Assessing the quality of work and report in writing to the Contractor and the Department, all vices and all deficiencies found during inspections.

Inspect materials and prefabricated assemblies and components to their point of origin or in their assembly plant where necessary to ensure the progress of the project.

All directives, details or lists of deficiencies must be addressed in writing to PWGSC.

6.2.2.10 Details

Clarify plans and specifications or the conditions on site, where necessary, to ensure that the project won't be delayed.

Progress reports

Report at regular intervals, the Department, of progress. Submit weekly reports.

6.2.2.11 Measuring work

If work is based on unit prices, measure and record the quantities for the verification of applications for monthly installments and the final certificate of measurement.

When shall establish changes notices after the unit prices, keep a record of accurate work. Save the size and quantities.

6.2.2.12 Detailed drawings

Submit to the Department, for information, all the additional detailed drawings where necessary to clarify or interpret correctly the contract documents.

6.2.2.13 Designs Workshop

At the end of the project, send three shop drawing copies to the Ministry for review. Ensure shop drawings include the project number and are registered in the correct order.

Check the number of copies to be filed for the shop drawings. Provide additional copies for comments by the client department.

The shop drawings shall bear the words "verified and certified for construction, which will be affixed by the contractor and the consultant should also be stamped with the word" examined "before returning to the contractor.

Expedite the processing of shop drawings.

6.2.2.14 Inspection and testing

Before bidding, submit to the Ministry the list of recommended tests to be performed, including tests on site and at the factory.

When the contract is awarded, to assist the representative of the Department to give the company responsible for testing, information on services, on the distribution of reports and the channels of communication among others.

Review all test reports and take necessary measures with the contractor when the work does not meet the conditions of the contract.

Immediately advise the departmental representative when tests do not meet the requirements of the project and when the work of correction affect the timetable.

Assist the representative of the Ministry to assess the invoices of the company responsible for testing in respect of services rendered.

6.2.2.15 Changes to construction

The Consultant shall not be entitled to modify the work or the contract price. However, it should prepare the Notice of Proposed Amendment (NPA) and the permissions modified (AM).

The amendments affect the cost or the design must be approved by the Department.

When the Department has issued its approval, require the contractor to submit details of prices. Consider these prices and submit the recommendations to the department.

The Ministry will send to the contractor and the NPA and the AM prepared by the Consultant, by transmitting a copy to him.

Authorizations modified cover all modifications, including those which do not affect the cost of the project.

The practice of "trade" is not allowed.

6.2.2.16 Requests for advance payments of the contractor

Each month, the Contractor shall submit a request for payment for work and materials in accordance with the requirements of the construction contract.

Requests for payment will be made on the following forms, if applicable:

1. construction claims;
2. allocation of costs for contracts with price and (or) combined;
3. distribution costs for fixed-price contracts;
4. Statutory Declaration: request for payment;

Review and sign the forms referred quickly and requests for payments to the Department (Departmental representative) for processing.

Submit with each request for payment:

1. the updated schedule for the work;
2. photographs showing the progress of work.

6.2.2.17 Materials on site

The Contractor may request payment for materials on site, even if they have not been included in the works.

The materials will be stored in a secure location designated by the Departmental Representative.

The detailed list of materials with the suppliers' invoices showing the price of each item must accompany the application for payment, the consultant will verify and monitor this list (detailed description).

When materials are integrated into the structure, the costs will be added to the article and removed from the list of materials.

6.2.2.18 Acceptance Committee

The Consultant shall inform the representative of the Ministry where it finds that the project is essentially completed. They must ensure that its representative, the representative of its sub-consultants, his representative on site, the contractor and the principal representatives of the sub-trades are part of the committee accepted the project and participate in all meetings organized by the Departmental representative.

6.2.2.19 Inspection provisional

The Committee of acceptance will inspect the work and list of all incomplete and unsatisfactory work in a designated form. The Committee should accept the project by the contractor, on reserve deficiencies to be corrected and the work not completed that are listed and priced.

6.2.2.20 Provisional Certificates

To authorize payment, the parties involved will have to prepare and sign the following documents:

1. Certificate of Completion;
2. distribution costs for fixed-price contracts;
3. distribution costs for unit-price contracts or combined;
4. Inspection and acceptance;
5. Statutory Declaration: Certificate of Completion;
6. certificate of the workers' compensation.

Ensure that all items are listed correctly and ensure that they provide to the Department for processing, the documents completed and all necessary supporting documents.

6.2.2.21 Taking possession of works

The date of acceptance normally correspond to the certificate issued to the contractor. At the date of acceptance, the Contractor may cancel the insurance provided by the contract and the Department or the department (as applicable) will be responsible for:

1. the security of the facility;
2. the smooth operation and proper use of equipment installed under the project;
3. of general maintenance and cleaning of the facility;
4. maintenance of the site (except for maintenance work under the contract).

6.2.2.22 Final Inspection

The Consultant shall notify the representative of the Ministry when it found that all work under the contract will be completed, including deficiencies to correct. He will be responsible for inspection and acceptance as a result of the inspection provisional.

The Departmental representative should reconvene the Committee of acceptance, which will conduct a final inspection of the project. If everything is satisfactory, the Committee will confirm the final acceptance of project by the contractor.

6.2.2.23 Final Certificate

For the final payment, the parties involved will have to prepare and sign the following documents:

1. Final certificate of completion;
2. distribution costs for fixed-price contracts;
3. Inspection and acceptance;
4. Statutory Declaration: final certificate of completion;
5. allocation of costs for contracts with price and (or) combined;
6. certificate of authorization for compensation of employees;
Certificate from the hydroelectric company.

Ensure that all items are listed accurately and ensure that they provide to the Department for processing, the completed forms and all supporting documents.

6.2.2.24 Taking possession of the works

Taking formal possession of the works or parts of this work from the contractor is established by the project team which includes PWGSC consultant and the client department. The date of the provisional certificate of completion and final certificate of completion marks the beginning of the warranty period of twelve months for work completed on the date of each of these certificates, in accordance with the terms of the contract.

Ministry to submit the original guarantees of the Contractor for all materials and work covered by an extended warranty in accordance with the conditions of the quotation. Ensure that these guarantees are full and check the scope.

6.2.2.25 Archive drawings and specifications of the finished work

After taking possession of the facility, obtain from the contractor, an annotated copy of the drawings and specifications of the finished work.

Describe the important exceptions in construction work in relation to drawings of the original contract, including changes shown in the drawings postcontractuels, changes stemming from the authorization of amendments or changes in response to instructions given to the contractor on the site.

Check and verify all documents of the finished work to ensure that they are accurate and complete and submit to PWGSC.

Produce drawings incorporating Archives, in the drawings of the project, information on the finished work.

Submit drawings and specifications for archives in the eight (8) weeks of final acceptance.

Provide a complete set of shop drawings end.

RS 6.3 Deliverables

1. Written reports relating to visits to the site, specifying the names of people who attended.
2. Written reports on progress and on the cost of the project at the end of the month.
3. Additional detailed drawings where necessary to clarify, interpret or complete the construction documents.
4. Postcontractuels drawings.
5. Provisional or final certificates.
6. Reports on the activities of formal service.
7. Archival material for the finished work.
8. List of services covered.
9. Report on the final review of the warranty.

ADDITIONAL SERVICES (AS)

AS 1 CONTINUOUS INSPECTION SERVICES ON THE SITE

AS 1.1 Objectives

An ongoing inspection of the site are designed to ensure the presence of representative full-time consultant on site to coordinate the inspections and tests performed by others and to inspect and monitor all aspects of work during the construction of facilities and liaise with the contractor, Public Works and Government Services Canada and other agencies, insofar as it applies in the context of the work.

AS 1.2 Scope and activities

The representative of the Consultant is required on site to provide inspection services on site full time for all aspects of the project and must keep daily records of all construction work in progress. The representative of the site ensures constant communication among the property manager of PWGSC, the departmental representative, the companies responsible for the design, the contractor, the Regional Commissioner of Fire and the provincial Department of Labor.

The site representative reports directly to the consultant.

The site representative is required to familiarize themselves fully with the contract documents, codes and standards. He also has to know all the municipal and provincial standards relating to health and safety of construction workers.

1.2.1 Functions and responsibilities

The representative will provide site inspection services, coordination and monitoring on-site full time for construction work and report to the Consultant. In addition, the representative of Department may delegate additional responsibilities, subject to the approval of the consultant.

Representative of the site must maintain daily records of all construction work assigned and ensure the communication among the property manager of PWGSC, the departmental representative, the Regional Commissioner of Fire, the prime consultant, the Contractor, the appropriate representative of the Directorate General for the construction of Public Works and Government Services Canada and consultants.

The site representative will coordinate the activities of a deputy approved by PWGSC and will pass the necessary instructions.

In an emergency, the site representative has the authority to stop work or give orders to ensure the safety of workers or to protect the property of the state.

1.2.2 Inspection and Reporting

The site representative shall inspect all phases of work in progress, to bring to the attention of the contractor, after verification with the consultant and the representative of the Directorate of Construction, any difference between the work, contract documents and construction procedures accepted. He has to keep a daily log

of such inspections and forward once a week, a written report to the Consultant, for distribution in accordance with the format indicated.

1. Daily record data site (number of workers, work performed, conditions of temperature, wind and precipitation).
2. Daily, and act immediately respond to relevant questions during the work.
3. Daily, and in collaboration with the superintendent of the Contractor, note the differences of implementation with P & D.

He has to produce any reports or studies required by the departmental representative through the consultant.

1.2.3 Interpretation of contract documents

The interpretation of contract documents is the responsibility of the consultant. The latter can ask the site representative to provide information on working conditions and to provide daily direction to the contractor.

The representative of the site has a duty to help the consultant and inform of any problems that may delay the work. The method used to transmit this information will be decided by the consultant.

1.2.4 Changes in the work

The representative of the site shall not authorize or order changes in the work, which will change the design of construction or the contract value, unless that authority has been delegated by the Departmental representative.

The consultant may ask the site representative to assist in assessing changes in the work when it is necessary to appeal to someone who knows the working conditions.

1.2.5 Communication and Liaison

The representative has to:

1. Communicate, contractors, instructions on labor standards to be met.
2. Identify faults or work which does not conform to drawings and specifications, discuss their findings with the consultant and get instructions from him. Then, the findings should be reported to the Director of the work. Although informal discussions with the supervisors of secondary professions are generally permitted (but only with the consent of the contractor), representative of the site should not deal directly with the supervisors or professionals or influence of any how the work progresses.
3. Officially communicate with the contractor, through service notes only. When issuing such documents, he has to immediately send copies to PWGSC and the consultant.
4. Be in touch immediately with the consultant is apparent when it requires him to get information or when intervention is required on his part: general instructions, clarifications, approval of a sample design workshop requests, authorization changes, site management, details, drawings, etc..
5. Accompany the representatives of PWGSC during inspections and report to the Consultant requirements, comments and guidance issued by the staff of PWGSC. It should be noted that the representative of the site should encourage people to submit their requirements, comments or instructions in writing.
6. Review and evaluate all suggestions made by the contractor or its wishes to make changes to documents and report them immediately to the consultant, together with comments.

7. Ensure that PWGSC and the Consultant are informed promptly when key elements and / or hardware components and equipment are delivered, so that both parties can make arrangements for inspection by appropriate personnel prior to installation.

He has to consider any temporary or permanent connection to one or the other systems of buildings, before the installation, determine the timetable of the work involved and these connections approve in writing. The site representative is required to provide forecasts and inform the property manager PWGSC about any disruption of normal services in the buildings, at least 24 hours before the start of work when they cannot be done outside working hours.

1.2.6 Daily Register

The site representative has to keep a daily log in which he shall record the following information:

1. atmospheric conditions, particularly those that are unusual in the context of construction in progress;
2. main delivery of materials and equipment;
3. daily activities and important work performed;
4. beginning, stopping or completion;
5. presence of company personnel inspection and testing, testing, results, etc..;
6. unusual conditions on site;
7. significant incidents, comments, etc..;
8. unusual visitors on site;
9. permissions granted to the contractor to perform certain work or hazardous work;
10. environmental incidents;
11. reports and instructions for emergency measures adopted by the competent authorities.

Note: This register is the personal property of the representative site. Copies of records must be forwarded to PWGSC and the Consultant at the end of the project.

1.2.7 Weekly Feature

The site representative has to make weekly reports to the consultant, with the required format:

1. progress of work in relation to the timetable;
2. principal activities commenced or completed during the week, major activities;
3. principal deliveries of materials and / or equipment;
4. difficulties which may delay the completion of work;
5. labor and materials required immediately;
6. estimates of the cost of work completed and materials delivered (cost and contracts);
7. requirements of the Consultant or PWGSC for information or to provide for measures to be taken which have not yet been met;
8. labor;
9. weather;
10. observations;
11. accidents on the site;
12. dangers threatening the safety of persons or hazards in the building caused by work, the contractor or its agents.

1.2.8 Records on site

He has to keep records and methodical days on site to PWGSC, the consultant and himself, containing the following documents:

1. contract documents and tender documents;
2. approved shop drawings;
3. Samples approved;
4. samples;
5. site management;
6. Notice of proposed amendment;
7. permission to change;
8. service notes;
9. reports on the tests and defects;
10. correspondence and minutes of meetings;
11. names, addresses and phone numbers of representatives of the client, consultant and all contractors and key part of the trades involved in the performance of the contract, including home phone numbers for an emergency.

In addition, he has to maintain a schedule of progress to date.

A reproduction of the original drawings that were part of the contract must be kept in a safe place and kept up to date with information from all memos, permissions modification, site management, details, final terms, and so on. issued after the contract award.

1.2.9 Inspection of the structure

He has to make observations and random audits of the facility to determine whether the work, materials and equipment are in accordance with contract documents and additional conditions. The representative of the Consultant to the site must inform the Contractor of any defects or any unapproved deviation through a memorandum and report immediately to the Consultant and representative of the Directorate General for PWGSC construction problems that delayed the contractor to remove or refuse to settle.

The site representative will arrange for consultants in architecture, structure, mechanical engineering and electrical engineering and others that the prime consultant used to carry out periodic inspections required under the contract with the consultant, so that these inspections can be done in a timely manner, given the progress of work.

Representative of the site also indicate if the materials and equipment are incorporated into the project before the approval of shop drawings or samples thereof.

Representative of the site will help prepare all reports, preliminary and final on the defects, together with representatives of PWGSC and the consultant.

The site representative will also take measurements for all work to be done on a per unit basis.

1.2.10 Meetings site

The site representative has to attend all site meetings. The chief architect will lead the site meetings.

1.2.11 Inspection and Testing

He has to ensure that tests and inspections required in the contract documents to be made, attend the tests and record results in the daily log.

It must notify the Consultant if the tests do not match the requirements specified or if the contractor does not perform the tests properly.

1.2.12 Emergencies

When an emergency threatening the safety of persons or property, or threatening when the proper conduct of the work is compromised by the activities of the contractor, to protect the interests of PWGSC, the site representative shall immediately notify the contractor in writing of the possible danger. Moreover, if necessary, he will interrupt the work site or order corrective action and will immediately report with the consultant for further instructions.

1.2.13 Restrictions

It is prohibited to the representative of constructor:

1. allowing derogations from the contract documents;
2. performe tests;
3. approval of shop drawings or samples;
4. advise the client user about any issue without first obtaining instructions from the consultant;
5. approve the work done or any part of the building;
6. encroaching on the sphere of responsibilities of the Director of the work;
7. to interrupt the work, unless it is satisfied that there is an emergency, as described above.

1.2.14 Dangerous Construction work

It is the site representative to examine all the conditions to be created on site and working methods to be used by a contractor who engages in hazardous work.

Representative of the site will allow the contractor in writing to undertake dangerous work when it is fully satisfied that all precautions and necessary measures have been taken by the contractor to protect the safety of workers and building occupants and to protect the property of the state. Such written authorization must be countersigned by the contractor, thus indicating that he had read the instructions and requirements of the site representative and both parties retain copies of this authorization document signed by each.

He inspects the site where hazardous work is performed to ensure that the contractor complies with the agreed safety standards. Any violation in this regard may lead representative of the site to decide to stop work. These offenses or interruptions of work ordered by him should be reported in writing and orally to the Consultant and supervisor of the construction work of the Directorate General for the construction of PWGSC.

AS 1.3 Deliverables

1. Register daily site
2. Weekly Feature

Solicitation No. - N° de l'invitation
EE520-161873/A
Client Ref. No. - N° de réf. du client
EE520161873

Amd. No. - N° de la modif.
File No. - N° du dossier
QCW-5-38256

Buyer ID - Id de l'acheteur
qcw024
CCC No./N° CCC - FMS No/ N° VME

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

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is [thirty-five (35)] 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 and submit the following:

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

3.2 REQUIREMENTS PRIOR TO THE AWARD OF STANDING OFFERS

3.2.1 Licensing, Certification or Authorization

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

You must indicate your professional seal number of the Association of Landscape Architects of Quebec (AAPQ) or, for certain key positions, the number of professional seal of the "Ordre des ingénieurs du Québec" (OIQ).

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 Comprehension of the Scope of Services

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

e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general);

3.2.2 Team Approach / Management of Services

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

3.2.3 Past Experience

1. *What we are looking for:*
 - a) Demonstration that for the past five (5) years preceding the closing date of the request for standing offer, the Proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
 - b) The selected projects should illustrate the firm's ability to carry out a broad range of projects, including small-scale studies as well as modest-scale and large-scale remediation, renovation and new construction projects. Projects with special characteristics, for example, isolated location of the worksite, difficult worksite conditions or tight deadlines, should be mentioned.
2. *What the Proponent should provide:*
 - a) A brief description of a maximum of ten (10) significant projects completed by the Proponent over the past five (5) years preceding the closing date of the request for standing offer; Among the ten (10) projects presented, choose at least one (1) within each of the following specialities:
 - Urban Parks/ public place
 - Natural Park
 - Heritage conservation
 - Ecological design
 - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - c) Indicate the dates the services were provided for the listed projects;
 - d) Scope of services rendered, project objectives, constraints and deliverables; and

- e) Client references - name, address, phone and fax of client contact at working level. References could be contacted to validate the information if deemed necessary.

3. 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.
4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Senior Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - a) Submit a maximum of seven (7) resumé for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers. Team members are understood to mean the following:
 - Landscape architect, project manager, member of the AAPQ, with a minimum of 15 years of pertinent experience in project coordination and multidisciplinary teams.
 - Landscape architect responsible for the design, member of the AAPC and possess a minimum of 15 years of experience in the elaboration of various landscape components and productions of plans and specifications (RS3 and RS4).
 - Civil engineer responsible for the execution, member of the OIQ, possesses a minimum of 10 years of experience relative to the administration of construction contract, as described in the services of RS6.
 - Landscape architect specialized in heritage conservation, member of the AAPQ, possesses a minimum of 10 years of experience in the delivery of various speciality services involving cultural resources that are recognized or designated or protected at the provincial or federal level.
 - Landscape architect specialist, member of the AAPQ, possesses 10 years of experience in the delivery of services including the design of phytotechnology components and ecological design of urban sites.
 - Senior civil engineer, member of the OIQ, possesses a minimum of 10 years of experience in design and execution of projects in collaboration with landscape architecture consultants.
 - b) Each resumé should clearly state the following:
 - Number of years of experience and how this experience is related to the types of services, projects and assets that are relevant to PWGSC's requirements;
 - Number of years of service with the firm and in the position, and current responsibilities;
 - Professional certification; (Professional seal number of the Association of Landscape Architects of Quebec (AAPQ) or, for certain key positions, the number of professional seal of the "Ordre des ingénieurs du Québec" (OIQ).

- Involvement with technical committees and associations, and experience in the development of policies, standards, guidelines and technical best practices;
 - Special achievements and awards;
 - Degree of availability of these persons to provide services for the purposes of this Standing Offer.
3. If a team member has skills, abilities and experience in more than one discipline, the Proponent must clearly state that this is the case. The resumé will then be assessed twice, i.e., for each discipline identified.
4. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 20). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

3.2.5 Hypothetical Projects

1. *What we are looking for:*
Describe the approach and methodology that you would employ to deliver the project in a general written response only.
- The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).
2. *What the Proponent should provide for the hypothetical project:*
- a) description of the approach and methodology that you would employ to solve the problem;
 - b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
 - c) appropriateness of assigned resources;
 - d) level of effort;
 - e) project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
 - f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).
- Calculation of a fee for the provision of these services is not required.
3. *The Facts:*
- a) When responding to the following hypothetical fact situation, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.
 - b) If they can help to focus responses on key elements, reasonable hypothesis may be done in order to complete information in the scenarios. All hypothesis must be clearly stated and justified. Hypothesis should not be used to avoid problems.

PROJECT 1

Working on behalf of a client department, PWGSC is planning major work involving the refurbishment of a public space in an urban environment. The current infrastructures must be redesigned with respect to the needs of the new program and the public's expectations. The project primarily consists of the refurbishment of the bicycle path network, footpaths, and lighting by considering a significant increase in the amount of clients. It is planned to design new points of contact with the urban environment, the design of the interfaces between the public/private areas with the different occupants of the surrounding neighborhood. The program also includes the creation of a vast gathering area to design for event activities. Moreover, this space must be designed to allow the installation of temporary equipment such as tents, a sanitary services trailer, and an exterior stage. The necessary utilities to connect to the public utilities must be installed on the site, such as connecting to the storm drainage, sanitary and electrical networks.

The rehabilitation of this site involves the need to consider issues related to the management of contaminated soils. The environmental characterization of this site indicates the presence of contaminated soil at different levels such as: hydrocarbons, C10 C50 and metals in accordance with contamination ranges above B and above C of the MDDELCC. Le site must be rehabilitated in accordance with levels for residential/park use of the Canadian Counsel of Environmental Ministers.

The project is located in a historical site and has numerous elements of heritage interest concerning the landscape, engineering and archeological components and must be taken into consideration during the development of the design in order to ensure the management of cultural resources in accordance with the standards and guidelines for the conservation of historic places.

A small building, which was formerly used in the industrial sector, is located on the invention site. Although the building does have a heritage designation, PWGSC wishes to study the following options: plan for the deconstruction or the conversion in order to be used for a different purpose such as a shelter for sanitary services or a shelter for public use. Precautionary measures must be put in place for the vegetation management in order to ensure the cultural resource sustainability, in accordance with federal regulations as well as compliant to any other provincial and municipal regulation.

The exterior lighting network that supplies the intervention sector is above ground and serves numerous infrastructures used for the current operations of the site. In order to successfully carry out the project and allow the creation of the vast assembly area, the displacement of this above ground power line or the burial of the former must be taken into consideration. The line is currently located on the edge of a retaining wall, which its condition is considered critical. Engineering works are planned for by another PWGSC service, and the sequence of activities during the execution must be coordinated in order to ensure two distinct construction phases.

The rehabilitation of this high visibility sector is anticipated by the public and must be coordinated with various partners of the municipality, citizen groups, and various departments under federal and provincial jurisdiction to specify the environmental and cultural issues. A consultation process must be organized in order to ensure the harmonious project development in accordance with the client department's interests and the needs of the community.

Finally, this project must respond to the sustainable development objective and all the environmental regulations under federal jurisdiction.

The following are the available documents (Fictive documents that are not joined to the hypothetical project):

- Ecotoxicology Analysis of the Risks for Human and Animal Health.
- Environmental Characterization, October 1998.
- Structural Study of the Heritage Engineering Components, 2012.
- Plans, as-built, of the current infrastructures, 1977 (PDF only).

The estimated cost of construction (estimation class D) is 5 million. The consultant must ensure the delivery of the services in order to complete the mandate in 24 months. It is important to note that a delay of 12 weeks was predetermined for the delivery of the services pertaining to RS5.

Required Services:

Your mandate consists of completing steps RS1 Services Draft to RS6 Administration of Construction Contracts. The mandate must also include the additional services AS1 Continuous Inspection Services on the Site.

To be noted, the consultant must specify the necessary studies and quality control services in order to ensure the design and execution of this project. The services during construction will be determined and coordinated by the consultant.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0-10	0 - 10
Team Approach / Management of Services	1.5	0 - 10	0 - 20
Past Experience	1.5	0 - 10	0 - 20
Senior Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	2.5	0 - 10	0 - 30
Total	10.0		0 - 100

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:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	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 do not possess qualifications and experience	Proponent lacks 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
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	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 fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

SRE 4 PRICE OF SERVICES

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

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

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100
2. The second, third, fourth and fifth 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:

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

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to three (3) Standing Offers.

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
- Proposal – One (1) original + three (3) copies
- Integrity Provisions – declaration form (as applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions)
- 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

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APPENDIX A DECLARATION / CERTIFICATION 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:

Type of Organization

Sole Proprietorship

Partnership

Corporation

Joint Venture

Size of Organization

Number of Employees _____

Landscape Architects _____

Engineers _____

Architects _____

Other Professionals _____

Technical Support _____

Other _____

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.

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Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive?
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 adjustment 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.

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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 inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
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: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within
 - a 50 km radius of the Consultants's office – Office the closest to the site when a Consultant has a business offices in more than one address;
 - a 50 km radius from Place Bonaventure, Montréal; and
 - a 50 km radius from 1550 d'Estimauville, Québec

For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in column A and multiplied by the weight factor % in column B (provided for evaluation purpose only). Sub-totals of column C are then added for evaluation purposes.

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

COLUMN	A	B	C
Category of personnel	Fixed billable hourly rates	Weighting factor	Weighted rates
Services performed by office personnel			
Landscape Architect, member AAPQ			
Lead landscape architect (reserved for the person who performs tasks related to a high degree of liability)	_____ \$	0,15	_____ \$
Landscape architect, project manager	_____ \$	0,20	_____ \$
Landscape architect, responsible for design	_____ \$	0,20	_____ \$
Landscape architect, heritage conservation expert	_____ \$	0,15	_____ \$
Landscape architect, expert in ecological design of LEED sites	_____ \$	0,15	_____ \$
Landscape architect, phytotechnology expert	_____ \$	0,15	_____ \$
Senior Landscape Architect (10 years and more experience)	_____ \$	0,15	_____ \$
Intermediate Landscape Architect (5 to 10 years experience)	_____ \$	0,10	_____ \$
Junior Landscape Architect (Up to 5 years experience)	_____ \$	0,05	_____ \$

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COLUMN	A	B	C
Category of personnel	Fixed billable hourly rates	Weighting factor	Weighted rates
Services performed by office personnel			
Engineering (including civil, structural, electrical et hydraulic), member OIQ			
Engineer, responsible for execution	_____ \$	0,20	_____ \$
Lead Engineer (reserved for the person who performs tasks related to a high degree of liability)	_____ \$	0,15	_____ \$
Senior Engineer (10 years and more experience)	_____ \$	0,15	_____ \$
Intermediate Engineer (5 to 10 years experience)	_____ \$	0,10	_____ \$
Junior Engineer (Up to 5 years experience)	_____ \$	0,05	_____ \$
Architecture, Member OAQ			
Senior Architect (10 years and more experience)	_____ \$	0,15	_____ \$
Intermediate Architect (5 to 10 years experience)	_____ \$	0,10	_____ \$
Junior Architect (Up to 5 years experience)	_____ \$	0,05	_____ \$

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COLUMN	A	B	C
Category of personnel	Fixed billable hourly rates	Weighting factor	Weighted rates
Services performed by office personnel			
Biology, forest engineering et other professionals			
Senior professional personnel (10 years and more experience)	_____ \$	0,15	_____ \$
Intermediate professional personnel (5 to 10 years experience)	_____ \$	0,10	_____ \$
Junior professional personnel (Up to 5 years experience)	_____ \$	0,05	_____ \$
Support Personnel			
Administrative personnel	_____ \$	0,05	_____ \$
Draftsman	_____ \$	0,05	_____ \$
Services performed on site (in residence)			
Senior Technician On-site Supervisor (10 years and more experience)	_____ \$	0,15	_____ \$
Intermediate Technician On-site Supervisor (5 to 10 years experience)	_____ \$	0,05	_____ \$
Total for evaluation purposes			_____ \$

END OF PRICE PROPOSAL FORM



Serving
GOVERNMENT,
Serving
CANADIANS.

Doing Business Quebec Region

Architectural and Engineering Services
May 1st, 2013 – GDDE # 721745



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SECTION 1 INTRODUCTION

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

The Consultant shall check with the Project Manager if this document is current. The updated version of the latest is the one applicable to the project.

SECTION 2 PWGSC NATIONAL CADD STANDARD

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

Refer to:

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

For the Quebec region:

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

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

SECTION 3 - GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC

1 Purpose

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

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

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



2 Principles of PWGSC Contract Documents

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

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

3 Quality Assurance

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

SPECIFICATIONS

1 National Master Specification

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

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

2 Specification Organization

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

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

3 Terminology

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

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

4 Dimensions

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

5 Standards

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

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

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

6 Specifying Materials

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

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

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

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].
4. Alternative Materials: Approved by addendum in accordance with Instructions to Tenderers.

Alternatively, include the following article in Part 1 of each Section in which trade names appear:

Acceptable Materials: *Where materials are specified by trade name refer to the "Instructions to Tenderers" for a procedure to be followed in applying for approval of alternatives.*

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

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

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

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

“Designated Contractor

.1 Hire the services of [] to do the work of this section.”

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

“Designated Contractor

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

and in Part 2 as “Materials

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

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

“Acceptable materials

.1 The only acceptable materials are [].”

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

7 Unit Prices

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

Use the following wording:

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

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

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

8 Cash Allowances

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

9 Warranties

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

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

Delete all references to manufacturers' guarantees.

10 Scope of Work

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

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

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

12 Related Sections

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

13 Index

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

14 Regional requirements

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

15 Health and Safety

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

16 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

17 Subsurface Investigation Reports

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

Subsurface investigation report(s)

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

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

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

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

18 Experience and Qualifications

Remove experience and qualification requirements from specification sections.

19 Prequalification and Pre-award submissions

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

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

20 Contracting Issues

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

Remove all references within the specifications, to the following:

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

DRAWINGS

1 Title Blocks

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

2 Dimensions

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

3 Trade Names

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

4 Specification Notes

No specification type notes are to appear on any drawing.

5 Terminology

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

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

6 Information to be included

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

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

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

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

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

- 
- 10 Binding:** Staple or otherwise bind prints into sets. Where presentations exceed 20 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling.
- 11 Legends:** Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.
- 12 Schedules:** Where schedules occupy entire sheets, locate them on top of each set of drawings for convenient reference. *See CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements.*
- 13 North Points:** On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.
- 14 Drawing Symbols:** Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.

ADDENDA

1 Format

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

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

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

2 Content

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

DOCUMENTS FOR TENDER CALLS

1 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.

2 Consultant shall provide:

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

3 PWGSC shall provide:

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

SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC

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

Class 'D' (Indicative) Estimate:

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

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

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

Class 'C' Estimate:

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

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

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

Class 'B' (Substantive) Estimate:

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

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

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



Class 'A' (Pre-Tender) Estimate:

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

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

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

SECTION 5 TIME MANAGEMENT

5 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 it's 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.

5.1 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.

5.2 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.

5.3 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 Baseline. 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.

5.4 Schedule Monitoring and Control

Once Baseline 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.

5.5 Standard issue of documents

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

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

5.6 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.

SECTION 6 RISK MANAGEMENT

6.1 DEFINITIONS

Procurement Plan: Formal submission for approval to enter into a contract and composed of a (1) cost estimate of the requirement (including cash allowances, and design, estimating and inflation allowances), (2) a contingency and, (3) an anticipated amendment amount.

Allowances: Additional resources included in an estimate to vcover the cost of known but undefined requirements for an individual activity, work item, account or sub account: design allowance, estimating allowance, inflation allowance and other allowances specifically identified are part of a cost estimate

Cash Allowances : a specific amount to be used for specific work item or service.

(a) **Cash Allowance Construction:** additional resources included in an estimate to cover the cost of known but undefined requirements whose probability of occurrence is high. this allowance is specifically identified in a cost estimate.

(b) **Cash Allowance Consultant:** additional services included in an estimate to cover the cost of known but undefined requirements whose probability of occurrence is high. this allowance is specifically identified in a cost estimate.

Risk Allowance: Anticipated monetary value of risk events, due to the complexity of the project, market conditions, competitiveness, and timing of project, contingencies are likely to happen and do not form part of cost estimates.

Anticipated Amendments: This is basically the pre-authorization of amending authority to a certain level. Individual contract amendments within this authority must still be approved by the correct level of authority.

The total amount of the Anticipated Amendment to a project cost estimate is determined as the summation of the Expected Monetary Value of risk events reasonably expected to occur during the life cycle of a project.

Risk Management: The art and science of identifying, analyzing, and responding to risk factors throughout the life of a project and in the best interests of its objectives. (PMBOK)

Risk Event: A discrete occurrence that may effect the project for better or worse (i.e. late delivery of a piece of equipment is a “risk event” that may cause a schedule delay).

Probability: The likelihood that an event will occur (i.e. Low, Medium, High).

Impact: The result of the occurrence of an event on the project either positive or negative. (i.e. a schedule delay as a result of late delivery of a piece of equipment may have a high negative impact on a project; increased access to a construction site due to early departure of occupants in an office space may have a positive impact on a project).

The Impact of individual Risk Events can be qualified as low, medium, high or quantified in terms of time, cost (immediate cost or in-service cost (O&M)) or performance.

High risk*: A project (or element of a project) may be assessed as high risk if one or more hazards exist in a significant way and, unless mitigated, would result in probable failure to achieve project objectives.

Medium risk*: A project (or element of a project) may be assessed as medium risk if some hazards exist but have been mitigated to the point that allocated resources and focused risk management planning should prevent significant negative effect on the attainment of project objectives.

Low risk*: A project (or element of a project) should be assessed as low risk if hazards do not exist or have been reduced to the point where routine project management control should be capable of preventing any negative effect on the attainment of project objectives.

**per Treasury Board Secretariat Manuals Chapter 2-2 Project Management*

EMV: Expected monetary value of risk event (i.e. cost or saving to the project if risk event occurs)

6.2 RISK MANAGEMENT CHECKLIST

Probability, impact, over all risk, risk response and risk allowance are to be determined for each item listed below;

Resources External to Project Management Team

- ◆ Planning Resources and Performance
 - errors and omissions
 - low accuracy of estimates (allowances)
 - data inadequacies
 - level of liability insurance
 - potential for misinterpretation / misunderstanding of documents
 - planning inexperience
- ◆ Construction Resources Required & Performance
 - level of liability insurance
 - design versus execution methods
 - suitability of execution methods to design
 - commissioning issues (start up / turnover difficulties)
 - contractor construction strategy
 - reputation of contractor
 - contractor financial stability
 - contractor inexperience
 - resources obtained less qualified than desired
 - availability / suitability / performance of resource

Project Scope Delivery

- ◆ Delivery of Specified Requirement
 - accuracy of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - conflicting client priorities
 - low level of client knowledge

- ◆ Unstated Client Requirements
 - completeness of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
 - restricted working conditions
 - opportunities for changes / positive impact

- ◆ Stakeholder Requirements, Stated and Unstated
 - low involvement of user groups in scope of definition
 - interface with existing systems
 - restricted working conditions
 - operational needs

Site / Asset / Building Actual Conditions

- ◆ Actual Physical Environment
 - availability / accuracy of as built documentation and existing condition reports
 - high variability / low stability of soils
 - potential for soil contamination
 - presence of hazardous materials
 - availability / access to site
 - presence of other contractors on site
 - climate (winter conditions, rain, wind, water levels)

Government / PWGSC / Client / Context

- ◆ Impact on Adjacent Areas Actual
 - impact on adjacent areas (land / tenants/ traffic / operations)
- ◆ Impact from External Sources
 - legal lawsuits, patent rights, licensing, etc.
 - political impacts including visibility of project
 - social sensibilities
 - potential strikes
 - market risks
 - bad press (media coverage)
- ◆ Impact from Unanticipated Regulatory Change
 - environmental legislation and environmental screening
 - potential changes to Acts, Codes and Regulations
 - municipal building / occupancy permit issues
- ◆ Procedures Known
 - suitability of tender documents
 - suitability of contracting method
 - delays in tendering process
 - client internal coordination
 - change order process
- ◆ Plan Approval / Design Reviews
 - approvals may be required from Client, PWGSC, Treasury Board, FHBRO, Fire Commissioner, Police, Emergency Services, Municipalities, Cities, etc.
 - absence of Investment Analysis
 - unstable / changing client organization
 - heritage building issues
 - health and safety issues
 - potential for “hold orders”
 - design review delays (client / PWGSC / TBS / other)
 - approval delays (client / PWGSC / TBS / other)

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

Last updated 2011-07-28

Date:	
Project Title:	Project Location:
Project Number:	Contract Number:
Consultant's Name:	PWGSC Project Manager:
Review Stage: 66% <input type="checkbox"/> 99% <input type="checkbox"/> 100% <input type="checkbox"/>	

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

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

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

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

Item	Verified by:	Comments:	Action By:
Drawings:			
7 Respect of PWGSC standards for electronic format			
7a The electronic format of drawings respects the current CADD standards of PWGSC.			
7b The electronic format of drawings and specifications, in English and French, respects the PWGSC directory structure for electronic tender documents.			

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

Consultant's Representative: _____

Firm name: _____

Signature: _____

Date: _____

APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

ADDENDUM No. _____

Project Number: _____

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

DRAWINGS

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

- 1 A1 Architectural
 .1

SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1 Section 01 11 01 – Work related general information

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

- .1 Delete article (xx) entirely.
- .2 Refer to paragraph (xx.x) and change ...
- 2 Section 23 05 00 - Common Work Results - Mechanical
- .1 Add new article (x) as follows:

APPENDIX 'C' - Sample of Index for Drawings and Specifications

Last updated April 22, 2008

Project No: _____

Index
Page 1 of ____

DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

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

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

DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

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

APPENDIX 'D'

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

Issued by:

Real Property Contracting Directorate

PWGSC

May 2005

Last Updated: June 3, 2008

Version 1.0

PREFACE

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

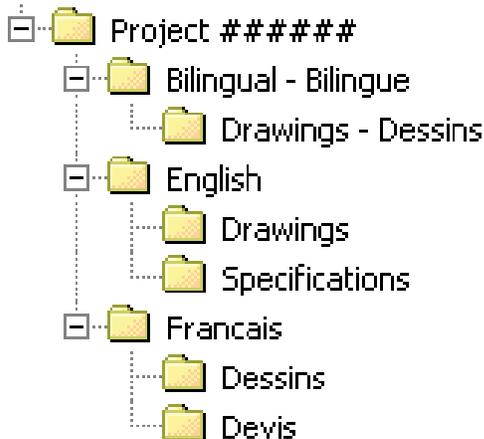
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction.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

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

1. DIRECTORY STRUCTURE

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

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



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

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

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

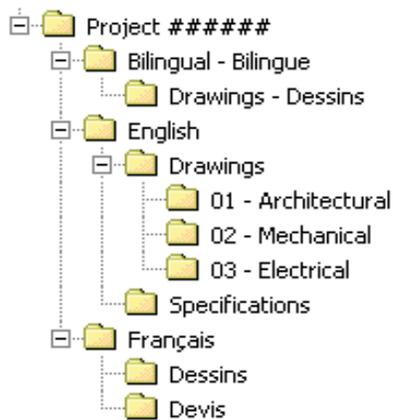
1.2 4th Tier Sub-Folders for Drawings

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

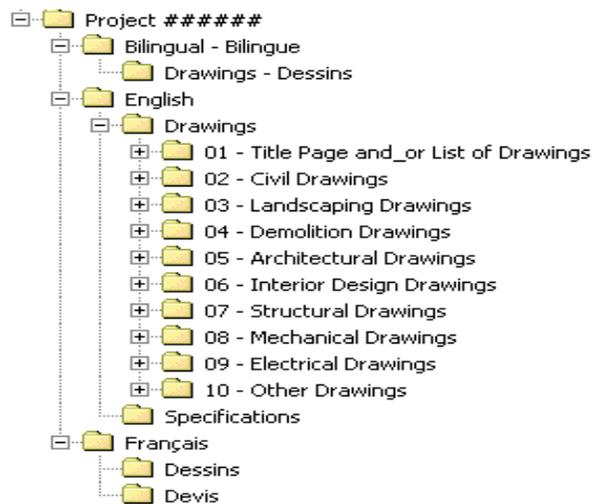
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

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

Examples of 4th Tier sub-folders for drawings:



or



1.2.1 Naming Convention

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

For the “Drawings” and “Dessins” folders:

- Y

Where:

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

Y = The title of the folder

Example: 03 – Mechanical

For the “Drawings - Dessins” folder:

- Y - Z

Where:

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

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

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

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

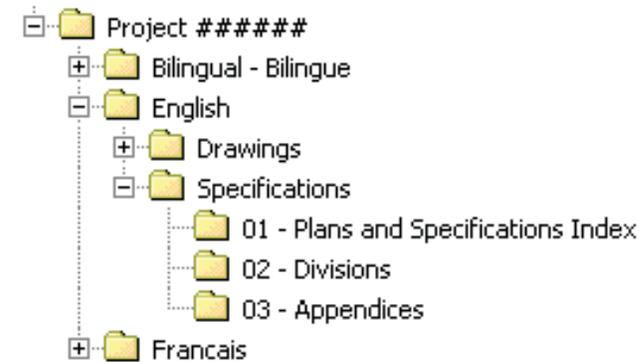
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the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

1.3 4th Tier Sub-Folders for Specifications

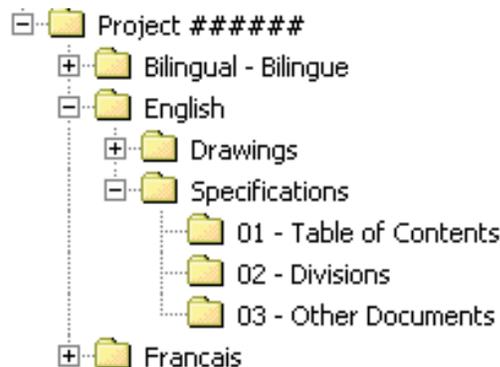
The “*Specifications*” and “*Devis*” folders must have 4th Tier sub-folders created to reflect the various elements of the specifications.

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

Examples of 4th Tier sub-folders for specifications:



or



1.3.1 Naming Convention

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

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

- Y

Where:

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

Y = The title of the folder

Example: 02 – Divisions

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

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

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

2. NAMING CONVENTION FOR PDF FILES

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

2.1 Drawings

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

X### - Y

Where:

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

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

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

Example: A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

- Y

Where:

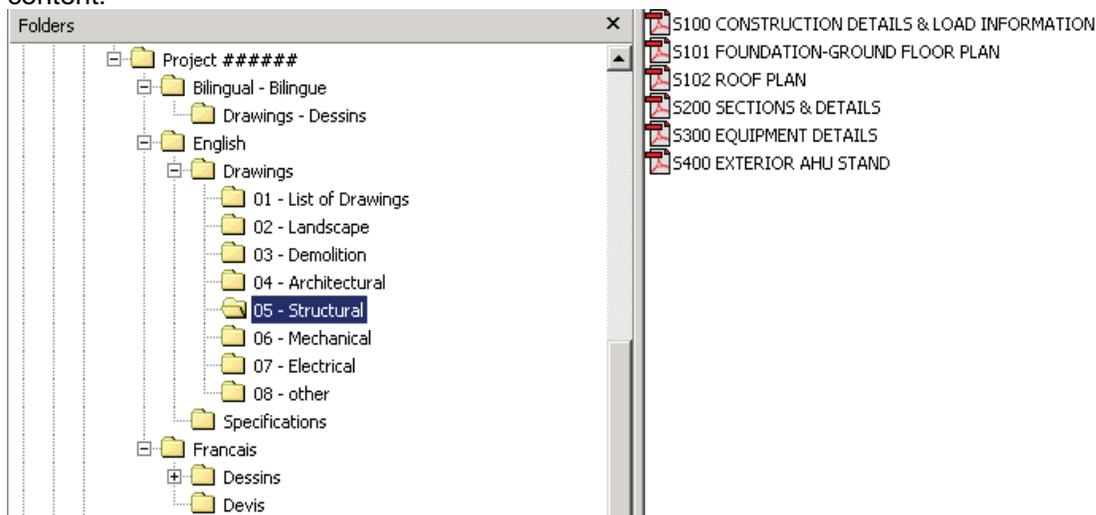
= A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page
02 - List of Drawings

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

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



2.2. Specifications

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

2.2.1 Documents other than Specifications Divisions

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

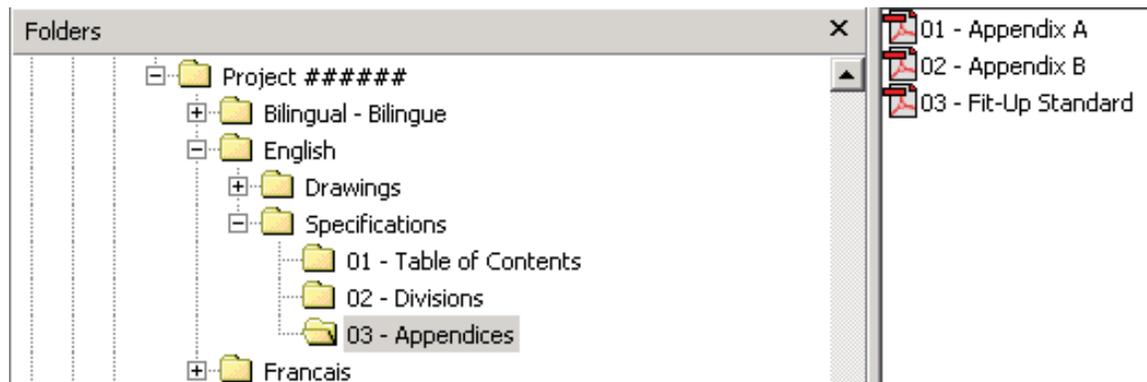
- Y

Where:

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

Example: 01 - Plans and Specifications Index

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



2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

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

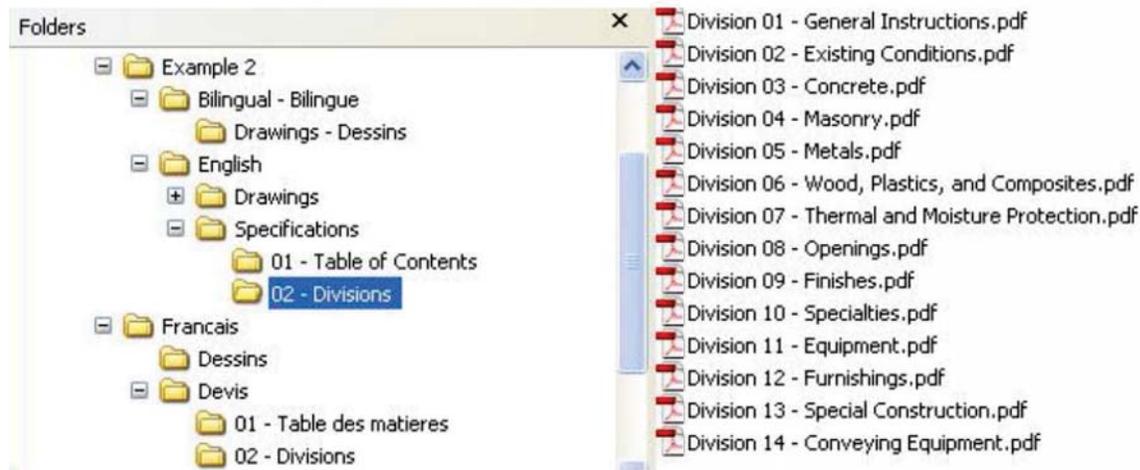
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

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

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





3. CD-ROM LABEL

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

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

Example:

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

APPENDIX 'E'

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

Issued by:
Real Property Contracting Directorate
PWGSC

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.

1.0 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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

7.0 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.