



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

Regional Manager/Real Property  
Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

**Request For a Standing Offer  
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Regional Manager/Real Property Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

<b>Title - Sujet</b> Civil/Structural Eng Services	
<b>Solicitation No. - N° de l'invitation</b> EQ754-162022/A	<b>Date</b> 2016-02-18
<b>Client Reference No. - N° de référence du client</b> 20162022	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWL-044-2119
<b>File No. - N° de dossier</b> PWL-5-38184 (044)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-03-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Osei-Mfum, Kofi	<b>Buyer Id - Id de l'acheteur</b> pwl044
<b>Telephone No. - N° de téléphone</b> (416)512-5857 ( )	<b>FAX No. - N° de FAX</b> (416)512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Ontario Region	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**REQUEST FOR STANDING OFFER (RFSO)**

**STRUCTURAL ENGINEERING SERVICES**

**TABLE OF CONTENTS**

Front Page

Table of Contents

Supplementary Instructions to Proponents (SI)

- SI 1 Integrity Provisions – Declaration of Convicted Offences
- SI 2 Federal Contractors Program For Employment Equity - Certification
- SI 3 Security Requirements

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

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

Standing Offer Brief

- Agreement Description (AD)
- Agreement Administration (AA)
- Required Services (RS)

Submission Requirements and Evaluation (SRE)

- Appendix A Declaration/Certifications Form
- Appendix A - Integrity Provisions – List of Names
- Annex AA
- Appendix B Price Proposal Form
- Appendix C Team Identification
- Appendix D Doing Business with PWGSC
- Appendix E Performance Evaluation - Consultant Performance Evaluation Report Form (CPEPF)
- Appendix F Ontario Region - Geographic Boundaries by County

## SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

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

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

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

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

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

### SI 3 SECURITY REQUIREMENTS

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

Should a Proponent not have the level of security indicated above, the security clearance process can be initiated by the Proponent by contacting the PWGSC Security Advisor at the coordinates below:

Regional Chief Security

Telephone: 416-512-5968  
Facsimile: 416-952-6481  
Email: [OntSecurity.Securite@pwgsc-tpsgc.gc.ca](mailto:OntSecurity.Securite@pwgsc-tpsgc.gc.ca)

Successful proponent(s) issued a standing offer as a result of this RFSO, who do not possess the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars SP 5.1.a for information regarding ideal business distribution.

## GENERAL INSTRUCTIONS TO PROPONENTS (GI)

### Integrity Provisions – Proposal

- GI 1 Definitions
- GI 2 Introduction
- GI 3 Procurement Business Number
- GI 4 Contracting Authority and Departmental Representative
- GI 5 Quantity
- GI 6 PWGSC Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Not applicable
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability
- GI 28 Status and Availability of Resources

## GENERAL INSTRUCTIONS TO PROPONENTS

### Integrity Provisions – Proposal

#### 1. Interpretation

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

**"Administrative Agreement"**

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

**"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>) 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>). 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/>).

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/>) 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 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, 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>) 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>), 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:
- 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;
  - been granted a pardon under Her Majesty's royal prerogative of mercy;
  - been granted a pardon under section 748 of the Criminal Code (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
  - received a record of suspension ordered under the Criminal Records Act (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
  - been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act ([http://laws-lois.justice.gc.ca/eng/annualstatutes/2012\\_1/](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/)) comes into force.
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 Structural Engineering experience and expertise 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 building and designated structures projects in the Ontario Region. Projects may include the renovation, rehabilitation and new construction of the following types of real property assets and installations:

- General purpose office space for defined users
- Special purpose office space for high security or high technology users
- Laboratory and other special purpose space for research and development activities
- Museum and other cultural facilities
- Warehouse and storage structures
- Agricultural buildings
- Maintenance facilities and garages
- Parking structures
- Designated Structures as identified in Ontario Building Code 2016 Section 1.3.1.1
- Land based lighthouse and property
- Fixed bridge or culvert less than 12 metres in length.
- Other types of structures as requested by the Departmental Representative

Structural services may also include emergency response evaluation of damaged structures, quality assurance reviews of other Consultant's work and other services as requested by the Departmental Representative.

Structural services will include assessment and enhancement of seismic resistance including structural and non-structural elements to the latest Ontario and National Building Codes.

The proponent's expertise and experience in the above areas will be assessed as part of the

selection process.

2. Proponents shall be licensed or eligible to be licensed to practise in the province of Ontario. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. For the purposes of this Request for Standing Offer (RFSO) the province of Ontario has been subdivided into three regions. It is PWGSC's intention to award up to three (3) Standing Offers, each for a period of three (3) years from the date of issuance of the Standing Offers, for each of the following three regions: Western Ontario, Central Ontario and Eastern Ontario. The geographic boundaries for each of the identified regions is delineated in 'Appendix F - Ontario Region - Geographic Boundaries by County'. The total dollar value of all Standing Offers is estimated to be \$2,000,000.00 (HST Included). Individual call-ups will vary, up to a maximum of \$500,000.00 (HST included) under exceptional circumstances. Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will award 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), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-Colombia Free Trade Agreement (FTA) and the Canada-Peru FTA.

### **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:  
  
Kofi Osei-Mfum, Contracting Officer  
Public Works and Government Services Canada  
Real Property Contracting  
4900 Yonge Street, 12th Floor  
Toronto, ON  
M2N 6A6  
Tel: (416) 512-5776  
Fax: (416) 512-5862  
E-mail address: [Kofi.osei-mfum@pwgsc-tpsgc.gc.ca](mailto:Kofi.osei-mfum@pwgsc-tpsgc.gc.ca)
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
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 through the Government Electronic Tendering Service (GETS);
  - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope" procedure, in which proponents submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.3 below;
  - c) responsive proposals are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
  - d) PWGSC may issue a standing offer to the successful proponents;
  - e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

## **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section 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.
- (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, SELECT - Consultant Performance Evaluation Report \(http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf\)](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.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **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 equivalent qualifications, experience and expertise. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, demonstrate equivalency of qualifications, experience and expertise of the proposed replacement for Canada's approval at its sole discretion.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## STANDING OFFER PARTICULARS (SP)

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

## STANDING OFFER PARTICULARS

### SP 1 GENERAL

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

### SP 2 WITHDRAWAL/REVISION

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

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

### SP 3 PERIOD OF THE STANDING OFFER

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

### SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$500,000.00 (HST included). The call-up limitation includes fees and all related disbursements.

## SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 43% of the business for the top ranked consultant, 32% for the 2nd ranked consultant and 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) Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's declination to the Call-up.

If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of project.

Should the Consultant fail to meet the response or proposal submission deadline, Canada reserves the right not to further consider the Consultant for the call-up, and select the next consultant who is furthest away from the ideal business distribution.

- c) 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 equivalent qualification, experience and expertise 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 equivalent qualifications, experience and expertise, Canada may set aside the standing offer.
- d) 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.
- e) 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.

- f) 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.
  - g) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
  3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

**SP 6 INVOICING**

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

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

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## 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)

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **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;

**Experience** means accumulated, over an extended period of time, involvement in a specific type of technical/managerial activity.

**Expertise** means the sum of knowledge, skills, know-how, proficiency and capability possessed by an expert in a particular technical/managerial field and/or speciality.

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

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

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

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

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

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

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

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

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

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

## GC 2 Interpretations

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

## GC 3 Not Applicable

## GC 4 Assignment

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

## **GC 5 Indemnification**

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

## **GC 6 Notices**

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

## **GC 7 Suspension**

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

## **GC 8 Termination**

*Canada* may terminate any Call-up at any time in its sole discretion, and the fees paid to the *Consultant* will

be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

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

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
  - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
  - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) *days* after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who

may make copies and take extracts there from.

3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

#### **GC 11 National or Departmental Security**

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

#### **GC 12 Rights to Intellectual Property**

1. Definitions

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

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

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

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

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well

as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

## 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

## 3. IP Rights Vest with *Consultant*

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

## 4. Ownership Rights in Deliverables

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

## 5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion,

---

translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;

- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

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

7. Licence to Background

Without limiting any implied licences that may otherwise vest in *Canada*, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise such of the IP Rights in any Background incorporated into the *Services* or necessary for the performance of the *Services* as may be required

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

#### 10. Trade Secrets and Confidential Information

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

#### 11. *Canada* Supplied Information

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

#### 12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant*'s hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

- 
- (b) In the event of the issuance by Canada of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the *Consultant* shall, at *Canada's* expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that no individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
  - (a) The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
  - (b) The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a *Consultant* who has only provided pre-design services, where the information / documentation resulting from these services is made

---

available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

#### **GC 14 Status of Consultant**

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

#### **GC 15 Declaration by Consultant**

The *Consultant* declares that:

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

#### **GC 16 Insurance Requirements**

##### 1. General

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

##### 2. Commercial General Liability

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

3. Professional Liability

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

**GC 17 Resolution of Disagreements**

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

---

of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.

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

#### **GC 18 Amendments**

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

#### **GC 19 Entire Agreement**

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

#### **GC 20 Contingency Fees**

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

#### **GC 21 Harassment in the Workplace**

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

#### **GC 22 Taxes**

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.

3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency  
  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

### **GC 23 Changes in the *Consultant* team**

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;
  - (b) the name, demonstration of equivalent qualifications, experience and expertise 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>).
2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

## **GC 27 Integrity Provisions - Standing Offer and Contract**

1. Statement
  - a. The Consultant must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and must comply with the terms set out in these Integrity Provisions.
  - b. The Consultant confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Consultant or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set aside the Standing Offer and terminate for default any resulting contracts. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant and agrees to immediately return any advance payments.
2. List of Names  
The Consultant must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.
3. Information Verification  
The Consultant certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing and any resulting contracts, the information provided by the Consultant, including the information relating to the acts or convictions and any conditional or

---

absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

4. Lobbying Act

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

5. Canadian Offences Resulting in Legal Incapacity

- a. The Consultant has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
  - ii. section 121 (*Frauds on the government and Consultant subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

6. Canadian Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
  - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
  - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (, or

- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for to be issued a standing offer or to be awarded a contract.

#### 7. Foreign Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
  - i. the court before which the Consultant or the Affiliate of the Consultant appeared acted within the court's jurisdiction;
  - ii. the Consultant or the Affiliate of the Consultant appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud; and
  - iv. the Consultant or the Affiliate of the Consultant was entitled to present to the court every defence that the Consultant or the Affiliate of the Consultant would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

#### 8. Ineligibility to Contract with Canada

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

---

issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of a Consultant becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:

- i. Set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Consultant directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Consultant confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>), it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after the issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Consultant confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

9. Declaration of Offences Committed

The Consultant understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

10. Period of Ineligibility

The following rules determine the period for which a Consultant or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Consultant or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Consultant or its Affiliate has

pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;

- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Consultant or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

#### 11. Canadian Pardons

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

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

#### 12. Foreign Pardons

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

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

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

#### 14. Obligations on Sub-consultants

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

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

**0000DA**

**SUPPLEMENTARY CONDITIONS**

**SC 1    Supplementary Conditions**

There are no supplementary conditions.

## 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) transportation costs for material samples and models, and 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; and
  - (i) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
  - (b) transportation costs for material samples and models additional, courier and delivery charges, for deliverables additional to those specified in the Standing Offer Brief;
  - (c) Travel and Living Expenses: Firms are advised that any travel-related expenses associated with the delivery of services will be calculated from the applicable government location (listed below) and/or from the consultant's closest branch office to the project site, whichever is closer. Travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnmc.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and

The government locations that will be used to calculate disbursements related to travel and living expenses for each region identified in the Standing Offer is listed below:

Western Ontario: 457 Richmond Street, London, Ontario  
Central Ontario: 4900 Yonge Street, Toronto, Ontario  
Eastern Ontario: 86 Clarence Street, Kingston, Ontario

and

- (d) Additional services' disbursements as authorised by the Departmental Representative, including Sub-Consultants and Specialists, required in support of the requested services under a call-up and which cannot be covered under the fixed hourly rate established under the Standing Offer such as topographic survey, geotechnical investigations, material and/or in-situ testing services, heritage recording, etc. The cost for these services shall be administered as follows;
  - i) Unless otherwise authorized by the Departmental Representative, the above mentioned disbursements shall be obtained through competitive bidding with a minimum of two (2) quotes. Copies of all quotes shall be submitted together with the Consultant proposal for the call-up; or
  - ii) The disbursements shall be evaluated such that, in the event that competitive quotes are not obtained, the Consultant shall submit copies of invoices from other projects to help demonstrate the quote to be a fair, reasonable and competitive price.
- 3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

## **9999DA      CONSULTANT SERVICES**

### **CS 1    Services**

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

### **CS 2    Standard of Care**

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

### **CS 3    Time Schedule**

The *Consultant* shall:

- (a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule appear necessary, indicate the extent of, and the reasons and justifications for such changes, and obtain a written approval of the *Departmental Representative*. If deemed not sufficiently justified or unavoidable, the *Departmental Representative* may deny Consultant's request for schedule change(s);
- (c) ensure personnel availability at all times. Shortfall in availability of originally designated personnel or of additional personnel at the Consultant's branch office(s), and/or under-performance/delays caused by external sub-Consultants and/or Specialists may not constitute sufficient grounds for delivery schedule revision, as the Consultant's Standing Offer Manager (refer to AA 1.1.2.1) is to take all the necessary steps and efforts, including mobilisation of additional personnel and/or appropriate substitutions of employees and firms, to achieve the original, approved time schedule.

### **CS 4    Project Information, Decisions, Acceptances, Approvals**

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

### **CS 5    Changes in Services**

The *Consultant* shall:

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

---

*Project Schedule*, and other matters concerning the Project.

## **CS 6 Codes, By-Laws, Licences, Permits**

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

## **CS 7 Provision of Staff**

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

## **CS 8 Sub-Consultants**

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

## **CS 9 Cost Control**

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
  - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or

- (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
- 3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

## 2000DA CALCULATION OF FEES

### CF 1 Fee Arrangement(s) for Services

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

### CF 2 Payments for Services

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

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## STANDING OFFER BRIEF

Agreement Description (AD)  
Agreement Administration (AA)  
Required Services (RS)

## **AGREEMENT DESCRIPTION (AD)**

### **AD 1 Introduction**

AD 1.1 General Objectives

AD 1.2 Consultant Team

### **AD 1 INTRODUCTION**

#### **AD 1.1 GENERAL OBJECTIVES**

The services rendered by the Consultant will be in support of PWGSC Structural Engineering Services for Western, Central and Eastern Ontario Regions. Individual commissions will provide support to Government of Canada (GC) Departments and Agencies and may include one or more of the Required Services listed in RS 2 related to electrical engineering. Firms will provide expertise in all of the Required Services listed in RS 2.

Please be advised that, in general, any structural engineering services provided must be complete and conclusive in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation. Also, please note that the Canadian Federal Government continues to ensure that sustainable development principles are built into the policy of the federal organizations. The previous Government of Canada Fit-up Standards have been revised and are now referred to as the "Government of Canada Workplace 2.0 Fit-up Standards". The Consultant will be expected to incorporate sustainable design principles in their project solutions and the new Fit-up Standards for office space.

#### **AD 1.2 CONSULTANT TEAM**

1. The consultant team for this Standing Offer must be capable of providing Structural Engineering services for building and designated structures projects in the Ontario Region. Projects may include the renovation, rehabilitation and new construction of the following types of real property assets and installations:
  - General purpose office space for defined users
  - Special purpose office space for high security or high technology users
  - Laboratory and other special purpose space for research and development activities
  - Museum and other cultural facilities
  - Warehouse and storage structures
  - Agricultural buildings
  - Maintenance facilities and garages
  - Parking structures
  - Designated Structures as identified in Ontario Building Code 2016 Section 1.3.1.1
    - a retaining wall exceeding 1000 mm in exposed height adjacent to i) public property, ii) access to a building, or iii) private property to which the public is admitted.
    - a pedestrian bridge appurtenant to a building,
    - a crane runway,
    - an exterior storage tank and its supporting structure that is not regulated by the Technical Standards and safety Act 2000,
    - signs regulated by Ontario Building Code Section 3.15, of Division B that are not structurally supported by a building.
    - a solar collector that is mounted on a building and has a face area equal to or greater than 5 m<sup>2</sup>
    - a structure that supports a wind turbine generator having a rated output of more than 3 KW,
    - a communication tower exceeding 16.6 m above ground level,
    - an outdoor pool that has a water depth greater than 3.5 m at any point,

- a public pool, and
- a public spa.
- Land based lighthouse and property
- Fixed bridge or culvert less than 12 metres in length.
- Other types of structures as requested by the Departmental Representative

Structural services may also include emergency response evaluation of damaged structures, quality assurance reviews of other Consultant's work and other services as requested by the Departmental Representative.

Structural services will include assessment and enhancement of seismic resistance including structural and non-structural elements to the latest Ontario and National Building Codes.

2. The consultant team may be augmented/supported by other specialties or services as required by the work under the individual Call-Ups, and as agreed to by the Departmental Representative.

Provision of Services such as:

- Topographic Survey
- Geotechnical Investigations
- Material and/or in-situ testing
- Minor Architectural, Municipal, Electrical and Mechanical Engineering
- Heritage record
- Asbestos, lead paint and other abatement related services for structure removal and disposal

•

## **AGREEMENT ADMINISTRATION (AA)**

### **AA 1 General Information**

- AA 1.1 Roles and Responsibilities
- AA 1.2 Coordination with Departmental Representative
- AA 1.3 Health and Safety
- AA 1.4 Project Response Time Requirements
- AA 1.5 Official Languages

### **AA 2 Functional Requirements**

- AA 2.1 Design Codes, Regulations and Reference Documents
- AA 2.2 Project Delivery Approach
- AA 2.3 Media
- AA 2.4 General Project Deliverable
- AA 2.5 Acceptance of Project Deliverables

## **AA 1 GENERAL INFORMATION**

### **AA 1.1 ROLES AND RESPONSIBILITIES**

#### **AA 1.1.1 DEPARTMENTAL REPRESENTATIVE**

1. The Project Manager assigned to the project is the Departmental Representative.
2. The Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document and in a Project Brief or Terms of Reference which have previously been reviewed and accepted.

#### **AA 1.1.2 CONSULTANT**

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination and reporting of the activities by the Consultant Team as set out in this document.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department/agency and incorporating those needs into the required project deliverables once written acceptance is issued by the Departmental Representative.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.
5. Upon execution of the Consultant Call-Up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall coordinate project requirements with any other adjacent and site work that may be underway.

### **AA 1.1.2.1 CONSULTANT STANDING OFFER MANAGER**

The Consultant Standing Offer Manager, who is permanently based at the Consultant's location, and holds a Senior Executive position in the Consultant's organization, at minimum shall:

1. Be the primary contact and the recipient of individual call-ups under the Standing Offer, and be the formal issuer of Consultant's proposal or refusal in regards to all call-ups;
2. Ensure that each individual call-up is responded to with a binding "yes" or a "no" within five (5) working days of its issue to the Consultant. Ensure that call-up proposal is submitted by the Consultant by the deadline stipulated by the Departmental Representative, of the call-up issue;
3. Be the primary contact for the Departmental Representative regarding performance and/or quality issues arising during a call-up project execution by the Consultant Team. A maximum response/contact time of 72 hours is required at all times;
4. Disseminate performance and quality issues to pertinent parties within the Consultant Team and ensure that problems and difficulties are quickly and permanently resolved;
5. Ensure high quality of work delivered by the Consultant Team at all times, through on-going internal Quality Reviews. Ensure proper coordination of work and deliverables between all disciplines;
6. Ensure a comprehensive, in-depth approach to all matters pertaining to public safety and to the mandate of a call-up;
7. Ensure timely commencement and deliveries of every portion of all projects, and timely overall project completion on each call-up;
8. Ensure quick response time, prompt execution and on-schedule completion of all work by all members of the Consultant Team, including, if necessary, rapid replacement of notably under-performing personnel and/or sub-consultants;
9. Ensure on-going fiscal responsibility of all members of the Consultant Team;

The Contracting Authority and the Departmental Representative must be informed in writing by the Consultant of a departure of Consultant's Standing Offer Manager within five (5) working days of such departure.

### **AA 1.1.2.2 Consultant's Call-up Team Leader**

1. For each accepted call-up, a Call-up Team Leader is to be designated from among senior staff of the Consultant's firm unless otherwise specified by the Departmental Representative.
2. The designated Call-up Team Leader is to be in full control of call-up project time assignments for each individual member of the Consultant's Team proposed for a specific call-up, irrespective of and overriding member's physical location, departmental designation and otherwise normal supervisor/manager assignment.

### **AA 1.1.3 GENERAL INSTRUCTIONS**

For any of the Required Services listed in RS 2, the Consultant shall:

1. Attend/Chair regular project status meetings during the life of the project and prepare and distribute minutes in a timely fashion.
2. Submit weekly project progress reports to the Departmental Representative.
3. **When the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.**

### **AA 1.2 COORDINATION WITH DEPARTMENTAL REPRESENTATIVE**

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Departmental Representative.
2. Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative.
3. Ensure all communications carry the appropriate Project Title, Project Number and File Number depending on the project particulars.
4. Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

### **AA 1.3 HEALTH AND SAFETY**

1. PWGSC recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. It also recognizes that federal occupational health and safety legislation places certain specific responsibilities upon PWGSC as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, PWGSC insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

### **AA 1.4 PROJECT RESPONSE TIME REQUIREMENTS**

1. Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's refusal to accept the Call-up.

If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of project.

Canada reserves the right to contract separately with other firms/consultants should the Consultant

fail to meet either the response deadline or the submission deadline in a timely manner.

2. The consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Standing Offer in a timely fashion.
3. It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative.

#### **AA 1.5 OFFICIAL LANGUAGES**

This Standing Offer requires services in the English language.

#### **AA 2 FUNCTIONAL REQUIREMENTS**

##### **AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS**

Unless otherwise directed, consultant shall comply with Appendix "D" Doing Business with PWGSC document. 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, licenses and permits required for the project may be applied for and obtained.

The Consultant shall utilize the latest editions of the applicable codes, standards, regulations and by-laws. Public authorities having jurisdiction shall review the design in order to obtain and apply approvals and permits required for the project. In cases of overlap, the most stringent will apply. The Consultant shall identify all jurisdictions appropriate to the project.

##### **AA 2.2 PROJECT DELIVERY APPROACH**

1. Unless otherwise specified in the Call-Up, the traditional design-tender-build approach will be used. The consultant may be required to prepare the tender package and ensure full coordination.
2. PWGSC will tender contracts through several contracting authorities.

##### **AA 2.3 MEDIA**

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

##### **AA 2.4 GENERAL PROJECT DELIVERABLE**

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer. Additional details and/or requirements may be specified in the Call-Up.
2. All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the "Doing Business with PWGSC", Appendix D to the Standing Offer.
3. Unless otherwise indicated in the Call-Up or in the Standing Offer, provide four (4) copies of all deliverables plus one electronic version in a format using PWGSC operational platforms such as: Microsoft office (Word, Excel, Access), AutoCADD latest version and NMS latest version. In addition provide PDF electronic copy of all final reports and contract documents. All submissions and electronic documents shall be signed, sealed and dated by a **Professional Engineer (P.ENG)** licensed in the province of Ontario.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business with PWGSC" attached at Appendix D or the applicable document depending on project requirements. All documents are to be produced in the amounts and types shown below and at the project delivery stage described in each individual Call-up.

**Design Concept Documents**

No. of copies:

hard copies	CADD files	PDF File
.....6.....	..... 1.....	..... 1.....

**Design Development Documents**

No. of copies:

hard copies	CADD files	PDF File
..... 6.....	..... 1.....	..... 1.....

**Construction Documents**

No. of copies:

	hard copies	CADD files	PDF File	NMS spp file
33% complete	.....3.....	..... 1.....	..... 1.....	
66% complete	..... 3.....	..... 1.....	..... 1.....	..... 1.....
99% complete	..... 3.....	..... 1.....	..... 1.....	..... 1.....
100% complete	..... 3.....	..... 1.....	..... 1.....	..... 1.....

**Tender Documents**

No. of copies:

	hard copies	CADD files	PDF File	NMS spp file
Drawings	.....1.....	..... 1.....	..... 1.....	
Specifications	.. 1 bound..	..... 1.....	..... 1.....	..... 1.....
Specifications	.. 1 unbound..			

**Record Documents**

No. of copies

hard copies	CADD files	PDF File	NMS spp file
..... 1.....	..... 1.....	..... 1.....	..... 1.....

The schedule for the delivery of services will be determined at the time of each individual Call-up.

**AA 2.5 ACCEPTANCE OF PROJECT DELIVERABLES**

1. While PWGSC acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PWGSC to review work. PWGSC reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.
2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. PWGSC acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost.
5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement PWGSC acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

## **REQUIRED SERVICES (RS)**

### **RS 1 Introduction**

#### **RS 1.1 Structural Design General Requirements**

- RS 1.1.1 General
- RS 1.1.2 Design
- RS 1.1.3 Soil Investigation
- RS 1.1.4 Live Loads
- RS 1.1.5 Structural Drawings
- RS 1.1.6 Testing and Inspection

### **RS 2 Scope of Services**

#### **RS 2.1 Required Services**

- RS 2.1.1 Analysis of Project Scope of Work
- RS 2.1.2 Investigations and Reports
- RS 2.1.3 Design Concept
- RS 2.1.4 Design Development
- RS 2.1.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
- RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award
- RS 2.1.7 Construction and Contract Administration
- RS 2.1.8 Estimating and Cost Planning
- RS 2.1.9 Risk Management
- RS 2.1.10 Sub-Consultant/Specialist Coordination
- RS 2.1.11 Resident Site Services During Construction
- RS 2.1.12 Commissioning
- RS 2.1.13 Closure Report
- RS 2.1.14 Post-Construction Warranty Review
- RS 2.1.15 Additional Services

## REQUIRED SERVICES (RS)

### RS 1 INTRODUCTION

1. Call-Ups may include any or all of the following services. Specific services will be identified in each call-up:
  - (a) Analysis of Project Scope of Work
  - (b) Investigations and Reports
  - (c) Design Concept
  - (d) Design Development
  - (e) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
  - (f) Tender Call, Bid Evaluation and Construction Contract Award
  - (g) Construction and Contract Administration
  - (h) Estimating and Cost Planning
  - (i) Risk Management
  - (j) Sub-Consultant/Specialist Coordination
  - (k) Resident Site Services During Construction
  - (l) Commissioning
  - (m) Closure Report
  - (n) Post-Construction Warranty Review
  - (o) Additional Services

## **RS 1.1 STRUCTURAL DESIGN GENERAL REQUIREMENTS**

### **RS 1.1.1 General**

All design criteria shall be in accordance with the current edition of the National Building Code of Canada Ontario Building Code and the relevant Canadian Standards Association Standards, local or municipal codes and by-laws with most stringent shall apply.

For material properties (both physical and chemical), methods of fabrication, tests, etc. reference should be made to the latest editions of CSA the Canadian Standards Association Standards and CGSB the Canadian General Standards Board Specifications, give the standard number and date of the issue, etc.

### **RS 1.1.2 Design**

The Consultant shall discuss design loads with Public Works and Government Services Canada Structural Engineers before formulating the proposals.

The Consultant shall submit structural system proposals for consideration and review by Public Works and Government Services Canada. These proposals shall contain the following information:

- General description of the building.
- Design loads.
- Comparative cost analysis of several alternative structural systems, comprising superstructure and foundations.
- Recommended structural systems, compatible with the other systems proposed, i.e., architectural, mechanical, electrical, etc.
- Provide seismic screening, analysis and upgrade to the latest building codes as required for major renovation work.

Prior to commencement of working drawings, the Consultant shall submit for consideration by Government Services the following data:

- Design and location of expansion joints with temperature ranges, etc. as assumed.
- Design criteria for basement and retaining wall.
- Methods of shoring for excavations.
- Provisions for interfacing for phased construction projects.
- Other relevant information as necessary.

Government Services Structural Engineers may require the submission of detailed analysis and design of any structural components, with sufficient time allowed for their review and approval before their inclusion on the drawings.

The Consultant shall submit at the completion of the design, a legible set of neatly bound notes with contents indexed. These notes shall provide the detailed analysis and design of all the significant aspects of the structure including the following.

- Design criteria and assumptions.
- Design live loads and dead loads throughout the structure, in adequate detail to permit the check of individual areas.
- Column, elevator core and footing design gravity loads throughout the building, including separation of dead loads, live loads and reduced live loads.
- Footing loads.
- Lateral forces and lateral forces analysis.
- Torsion analysis.
- Aspects of the design, other than those listed above, which Government Services or the Consultant would place in any especially important category.

### **RS 1.1.3      Soils Investigation**

A preliminary soils report will be prepared for PWGSC as required and copies will be made available as soon as they are ready. PWGSC will require the structural consultant to establish what additional soil testing information is required immediately after approval of the concept design. The consultant shall arrange for final soils investigator acceptable to the Department. The cost will be borne by the Department.

The soil consultant's recommendations, discussions, considerations, requirements and conclusions shall be submitted separately from soil data.

Drawings and diagrams forming part of soil data shall not exceed 216 mm x 279 mm in size or multiples thereof.

### **RS 1.1.4      Live Loads**

Floor areas to be used for General Office purposes, whether open-landscaped or divided by moveable partitions, shall be designed for a uniformly distributed live load of 3 kPa plus a uniformly distributed 1 kPa moveable partition allowance.

In the design of any floor slab, beams or girders, the 3 kPa uniformly distributed live load shall not be modified by reduction factors based on tributary area.

In the calculation of live loads on columns, no reduction factor for tributary area shall be applied to the uniformly distributed live load, for the top two office floors of multi-storey buildings.

Basement, main floor, corridors, assembly areas and fire refuge areas shall be designed for a uniformly distributed live load of 5 kPa.

Normal file registry areas shall be designed for a minimum uniformly distributed live load of 5 kPa.

Mechanical equipment rooms and storage areas shall be designed for a minimum of 7.5 kPa.

### **RS 1.1.5      Structural Drawings**

Drawings shall be fully dimensioned. Weighted lines shall be employed and sections shall be cross-referenced, using the "PWGSC CADD Standards".

The following drawings shall be provided:

- Foundation plan.
- Floor and Roof Framing Plans.
- Column schedules containing the following information:
  - Datums as noted on structural plans.
  - Column loads at footings (dead and live).
  - Column sizes.
  - Vertical reinforcement, ties, dowels, etc.
  - Baseplate and anchor bolt details.
  - Size and footings.
  - Live loads, partition, ceiling, floor finish and mechanical equipment allowances.
  - Type of waterproofing and details to show effectiveness of same.
  - General notes, including: Design Codes used.
  - Lateral forces.
  - Allowable bearing pressures.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

### **RS1.1.6      Testing and Inspection**

A resident engineer (Departmental Representative) may be appointed and paid by PWGSC to ensure that the structure is built in accordance with Plans and Specifications and to maintain records of the blow counts for each pile (if applicable).

A testing company will be engaged and paid for by PWGSC for testing concrete, soils compaction, pile load tests (if applicable) and structural steel work (e.g. bolting, welding, etc.)

The structural consultant will be expected to make periodic visits to the site, as later agreed with the Departmental Representative.

## **RS 2 SCOPE OF SERVICES**

### **RS 2.1 Required Services**

#### **RS 2.1.1 Analysis of Project Scope of Work**

1. The Consultant shall analyze the Project Brief and advise the Departmental Representative of any noted problems or the need for more information, clarification or direction.
2. Visit the site to perform measurements, surveys and obtain local information and applicable to the design. This includes verifying or preparing as-built records as necessary.
3. Provide a Health and Safety plan and an environmental protection plan for all required consultant services.
4. Subject to applicable security restrictions, the Consultant will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Departmental Representative on termination of the contract.

#### **RS 2.1.2 Investigations and Reports**

The Consultant shall perform investigations and provide reports as requested by the Departmental Representative. Activities may include the following:

- (a) Code and regulatory compliance assessments;
- (b) Load Evaluation Assessment;
- (c) Feasibility and Investment Analysis Report;
- (d) Instrumentation and monitoring work.
- (e) geotechnical and material investigations;
- (f) topographic surveys.

---

The Departmental Representative may have the topographic and / or geotechnical field work carried out under a separate contract. The Consultant may be required to prepare the Terms of Reference / Scope of Work for the topographic and / or geotechnical field work and coordinate/manage the work of the other contract.

### **RS 2.1.3 Design Concept**

The Consultant is to explore design options and analyse them against identified priorities and program objectives. Within this process, up to three options are to be evaluated and compared to each other in sufficient detail and clarity to recommend a single preferred option for Design Development stage (RS 2.1.4).

The Consultant shall:

- (a) submit to the Departmental Representative, design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements;
- (b) submit a preliminary Class C Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project, and
- (c) provide copies of all design concept documents in the type and number specified in AA 2.4.
- (d) demonstrate that options accommodate the Client User Program, and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
- (e) provide option analysis, complete with life cycle cost analysis.
- (f) recommend a single preferred Conceptual Option for Design Development consideration.

### **RS 2.1.4 Design Development**

The Consultant shall, after acceptance of the design concept documents, prepare and

- (a) refine the approved preferred Conceptual Design Option to a level of detail which will facilitate Class B cost estimates, design, Code non-conformances review and discussions with the Client Department.
- (b) submit to the Departmental Representative, design development documents in sufficient detail to define the size, intent and character of the entire Project;
- (c) submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan, Project Risk Management Plan and Project Schedule; and
- (d) provide copies of all design development documents in the type and number specified in AA 2.4.

### **RS 2.1.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule**

1. The Consultant shall, after acceptance of the Design Development documents by the Departmental Representative and after receiving a written directive to proceed, prepare and

- (a) submit for review to the Departmental Representative construction documents detailing the requirements for the construction of the Project at each stage of completion as specified in the Project Brief;
  - (b) submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of completion;
  - (c) provide copies of all construction documents submitted, in the type and number specified in AA 2.4.
2. The Consultant shall prepare for tender call purposes and submit to the Departmental Representative for acceptance a final Class A Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.

### **RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award**

#### 1. Tender Call:

The Consultant shall, after acceptance of the final submission of the construction documents by the Departmental Representative, provide one (1) complete set of the approved working drawings **stamped by a Professional Engineer** licensed in the Province of Ontario, digitally, suitable for reproduction, and two (2) sets of the approved specifications, one set to be suitable for reproduction and the other set to be properly bound and covered as required by PWGSC Procurement Department.

The Consultant shall, on request:

- (a) provide the Departmental Representative with information required for interpretation and clarification of the construction documents;
- (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
- (c) assist with the preparation of addenda;
- (d) attend job or site showings as required.

#### 2. Bid Evaluation and Construction Contract Award:

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

The Consultant shall, on request:

- (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits and/or shortcomings;
- (b) provide information to support price negotiations.

### **RS 2.1.7 Construction and Contract Administration**

#### 1. Construction Schedule

The Consultant shall:

- (a) as soon as practical after the award of the Construction Contract, request from the Contractor a detailed construction schedule, and, after review for conformity with the Project Schedule and implementation of necessary adjustments, forward two (2) annotated, signed "Reviewed and Accepted" and dated copies of the consultant-accepted construction schedule to the Departmental Representative;
- (b) monitor and report to the Departmental Representative the progress of the construction, or lack thereof, on an on-going basis; and

- (c) notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes and duration of delays.

The Departmental Representative shall evaluate all requests from the Contractor for time extensions, and shall issue directions to the Contractor and the Consultant.

2. Construction Safety:

- (a) All construction projects performed by the contractor are subject to provincial regulations.
- (b) The contractor must provide Site Specific Health and Safety Plans in accordance with the contract; this will include emergency response plans, fire plans, etc. The Consultant is to ensure that these plans are adhered to.
- (c) In addition to the above, the Contractor(s) must comply with the municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety. Consultant is to ensure that these are adhered to.

3. Environmental Protection:

- (a) All construction projects performed by the contractor are subject to federal and provincial environmental regulations.
- (b) The contractor must provide Site Specific Environmental Protection Plan in accordance with the contract. Consultant is to ensure that these plans are adhered to.

4. Construction Meetings

The Consultant shall:

- (a) advise the Contractor to hold and attend construction meetings as required by the Construction Contract;
- (b) advise the Departmental Representative of the dates and times of the proposed meetings;
- (c) attend all such meetings;
- (d) maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof within a maximum of five (5) working days of the meeting.

5. Clarification and Interpretation

The Consultant shall provide clarification and interpretation of the construction documents in written or graphic form, to the Contractor, with a copy to the Departmental Representative, for the proper execution and progress of the construction as and when necessary.

6. Shop Drawings

The Consultant shall:

- (a) specify in the construction documents the shop drawings that are to be submitted by the Contractor;
- (b) review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general concept and intent of the construction

documents and indicate to the Contractor such conformance with the general concept or lack thereof;

- (c) provide the Departmental Representative with one (1) signed "Reviewed and Accepted" and dated copy when such conformity is confirmed.

#### 7. Testing and Inspection

The Consultant shall:

- (a) recommend the need for, and review, test reports of materials or construction;
- (b) recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly;
- (c) request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly;
- (d) specify in the construction documents product and performance testing to be undertaken by the Contractor.
- (e) ensure that all specified testing, commissioning and other quality assurance specifications and recommendations are adequately implemented throughout the construction process

#### 8. Site Visits

The Consultant shall:

- (a) conduct periodic visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
- (b) record and report to the Departmental Representative on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed;
- (c) recommend the action to be taken.
- (d) Assist PWGSC in ensuring prompt implementation by the Contractor of all remedial actions which have been accepted by the Departmental Representative in writing, and issue a written confirmation of their completion to the Departmental Representative and to the Contractor.

The Consultant **shall not**:

- (a) advise the client/users in any matter without obtaining guidance from PWGSC;
- (b) enter into the area of responsibility of the Contractor's superintendent;
- (c) respond to requests for project related information or questions from the media, municipalities or public. Such inquiries are to be directed to the Departmental Representative.

#### 9. Changes to Construction Contract

The Consultant shall:

- (a) submit all requests and recommendations for changes to the Construction Contract and their implications to the Departmental Representative for approval;
- (b) obtain quotations from the Contractor for contemplated changes, review the prices for acceptability and fairness, assess the effect on construction progress and completion date, and submit recommendations to the Departmental Representative.

The Departmental Representative shall issue Change Orders for all approved changes.

#### 10. Contractor's Progress Claims

The Consultant shall:

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

11 Interim Completion of the Project

The Consultant shall:

- (a) review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
- (b) request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with, all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract;
- (c) prepare and submit to the Departmental Representative for approval and processing, and as a basis for payment to the Contractor, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.

12. As-built and Record Drawings

The Consultant shall, before issuance of the Final Certificate of Completion:

- (a) prepare and provide the Departmental Representative with a complete set of as-built record drawings of the type and number as specified;
- (b) verify that record drawings are suitable for digital storage and retrieval, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions
- (c) verify that record drawings are labeled "Record", dated and signed by the Consultant, and provide also a marked-up copy of the specifications recording changes related thereto.

13. Final Completion of the Project

The Consultant shall:

- (a) advise the Departmental Representative when the construction has been completed in general conformity with the Construction Contract and the Approved Design;
- (b) make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, prepare and submit to the Departmental Representative for approval and final payment to the Contractor, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.

**RS 2.1.8 Estimating and Cost Planning**

- 1 The Consultant shall provide cost consulting services from the commencement of project design

---

through to construction completion, including the preparation of complete estimates for all construction trades; estimates to consider escalation, inflation, markets, contingency costs, etc

#### **RS 2.1.9 Risk Management**

1. The Consultant shall provide support to the Project Manager in identifying risks and managing them throughout the project life cycle.
2. A risk management strategy is essential to the project management of PWGSC. Such a strategy combines project planning, design development planning, procurement planning and implementation planning.
3. See "Doing Business with A&E Ontario Region Standing Offer" for Risk Management "Definitions" and "Checklist".
4. **Risk Management Process:**
  - (a) Identify risk events based on past experience and using proposed checklist or other available lists;
  - (b) Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
  - (c) Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
  - (d) Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
  - (e) Implement risk mitigation.

#### **RS 2.1.10 Sub-Consultant/Specialist Coordination**

The Consultant shall coordinate and manage the services of -sub-Consultants/Specialists\* required to complete project requirements in support of the requested services under a Call-Up.

\* Sub-Consultants and Specialists refers to consultants outside of those included in the Consultant's Team Identification, attached at Appendix C, and as identified under TP 10.2.(d) Disbursements.

#### **RS 2.1.11 Resident Site Services During Construction:**

The Consultant Resident Site representatives shall:

- (a) Assist the Consultant in carrying his construction and contract administration duties.
- (b) Inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, any discrepancies between the work, the contract documents and accepted construction procedures.
- (c) Maintain a daily log of such inspections and issue a weekly written report to the Consultant, both for distribution, in the form to be directed.
- (d) Prepare any other reports or surveys as may be requested by the Departmental Representative through the Consultant.
- (e) Verify quantities of materials received and record work progress through photographs (negatives to be held by PWGSC).

#### **RS 2.1.12 Commissioning**

The consultant shall provide the commissioning services to verify that the department's functional requirements are correctly interpreted during the design stage and construction stages, and that

the structures and facilities operate consistently, under all normal load conditions, within the specified energy budget, and in all operating positions.

### **RS 2.1.13 Closure Report**

If requested, the Consultant shall submit closure reports generally comprising of the following Record Documents:

1. Introduction:

- (a) Project history.
- (b) Scope of work.
- (c) Design development.
- (d) Tendering process and award of contract.

2. Project implementation:

- (a) Start - up meeting.
- (b) Work plan and schedule of work.
- (c) Field testing and quality control.
- (d) Progress meetings and minutes.
- (e) Change orders

3. Issues and difficulties encountered during implementation:

- (a) Delays in the work.

4. Conclusion and Summary.

5. List of Appendices :

- (a) Copy of specifications.
- (b) Contract drawings.
- (c) List of subcontractors and suppliers.
- (d) Digital photographs
- (e) As-built drawings.
- (f) Geotechnical report if applicable.
- (g) Any environmental report.
- (h) Any other report related to the project.

### **RS 2.1.14 Post-Construction Warranty Review**

The Consultant shall:

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

### **RS 2.1.15 Additional Services**

If required, any additional services will be identified at the time of each individual Call-up, and the consultant will be responsible for the provision and management of such additional services.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

Provision of Services such as but not limited to the following:

Topographic Surveys

Geotechnical Investigation and Report

Minor Architectural, Municipal, Electrical and Mechanical Engineering

Heritage record

Asbestos, lead paint and other abatement related services for structure removal and disposal

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

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 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

#### 2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

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

- Covering letter
- Table of Contents
- Tabs / Page Dividers (provided they are free of text and/or graphics)
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions – List of Names (Appendix A - Annex AA)
- Price Proposal Form (Appendix B)
- Team Identification (Appendix C)
- Front page of the Request for Standing Offer document

- Front page of revision(s) to the Request for Standing Offer document

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

### **SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

#### **3.1 MANDATORY REQUIREMENTS**

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

##### **3.1.1 Declaration/Certifications Form**

Proponents must complete, sign and submit the following:

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

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

The Proponent shall be authorized to provide Structural Engineering services and must include a structural engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario.

You must indicate current license or how you intend to meet the provincial licensing requirements such that the project schedule is not adversely affected.

##### **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.

- Appendix A, Annex A

##### **3.1.4 Consultant Team Identification**

The consultant team to be identified must include the following: Proponent

(Prime Consultant) - Structural Engineer

Information required - name of firm, key personnel to be assigned to the standing offer for its duration. For the prime and sub-consultant/specialist(s) indicate current professional license and/or how you intend to meet the Ontario provincial licensing requirements without generating any project delays. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions - Limitation of Submissions).

The consultant team is to be identified in Appendix C - Team Identification.

## 3.2 RATED REQUIREMENTS

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

### 3.2.1 Comprehension of the Scope of Services

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

### 3.2.3 Past Experience

1. *What we are looking for:*  
  
Demonstration that over at least the past five (5) years, the Proponent 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.
2. *What the Proponent should provide:*

- a) A brief description of a maximum of five (5) significant projects completed with full scope of services over the last five (5) years by the Proponent. Described projects to include at least two (2) projects that required seismic analysis, 1 project that required managing geotechnical investigation, and 1 project for a designated structure / lighthouse / fixed bridge less than 10 m.
  - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
  - c) Indicate the dates the services were provided for the listed projects;
  - d) Scope of services rendered, project objectives, constraints and deliverables; and
  - e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. 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: (approximately two (2) pages per senior personnel)*

- (a) submit two (2) c.v.'s of senior personnel, one (1) of which should hold a Professional Engineers of Ontario license. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
- (b) Identify the personnel's years of experience within the last five (5) years, at least 1 year of which should be with the Proponent firm; and
- (c) Professional accreditation; and
- (d) accomplishments/achievements/awards.

3. 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 Project Personnel Expertise and Experience

1. *What we are looking for:*

A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.

2. *What the Proponent should provide:*

- (a) submit a minimum of three (3) and maximum of four (4) c.v.'s of project personnel who will perform the majority of the work resulting from the individual Call-ups. A minimum of two (2) personnel should hold a Professional Engineers of Ontario license. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section; and
  - (b) Identify the personnel's years of experience within the last three (3) years, at least 1 year of which should be with the Proponent firm; and
  - (c) professional accreditation; and
  - (d) accomplishments/achievements/awards.
3. 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.

### 3.2.6 Hypothetical Projects

1. *What we are looking for:*

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

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

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

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

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

3. *The Facts:*

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

## **PROJECT 1**

Scenario:

PWGSC is planning a major retrofit of a 50-year old, 50 m x 50 m footprint, 15-storey building, with a 2-level underground parking garage, located in Ottawa. This provides an opportunity to perform any structural or seismic upgrades that may be required to meet current building code requirements. Available geotechnical data seem to indicate that the building is built over a layer of stiff clay that may exceed a depth of 20m on bedrock.

The structure is a reinforced concrete frame supporting concrete floor and roof slabs with concrete caissons. Exterior cladding is precast concrete panels and glass, anchored to the building frame. This portion of the building was originally designed for office occupancy, which is intended to remain the primary purpose in future plans. However, the proposed use for this portion of the building will be for compact shelving on the first two floors, computer data banks on the third floor, office space for typical floors with new mechanical equipment on the top roof.

The architect leading the project, as well as the mechanical & electrical engineers, will be starting concept designs for the rehabilitation in 4 months. Complete sets of as-built drawings are available for the building.

Engineering Services Required:

Perform all necessary site investigations to complete structural and seismic assessments of the building, including non-structural components. Develop and analyse options, with order of magnitude cost estimates, for the structural and seismic upgrades needed to meet current code requirements. Identify possible feasibility options and construction implementation strategies.

Based on the recommended option, provide all engineering services to complete the structural design drawings and specifications, costs estimates and schedule, to assist during the construction tender process and to provide non-resident construction supervision.

**PROJECT 2**

Scenario:

A three storey federal government office building in Kingston, which was built in 1920 has been designated "Classified" by the Federal Heritage Buildings Review Office. The building is founded on solid rock and has un-reinforced stone masonry load bearing exterior walls. Internal structure consists of 150 mm thick, one way concrete slabs supported by steel columns and beams, about 7.6 metre spans and 2 m centres spacing. Original construction drawings are available.

While investigating a reported problem of dampness and possible water infiltration on an office wall. Several large cracks and some degree of bulging have also been reported at the same corner. There are also areas of cracking and spalling of interior and exterior concrete masonry walls for several areas and it looks there could be settlement problems.

Engineering Services Required

PWGSC, who manages the building, requires an immediate inspection with any emergency measures stated as required. PWGSC requires an action plan for short term intervention and repairs, monitoring of conditions as required, as well as design, plans & specifications and construction supervision for both immediately repairs and long-term solution.

**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 - 15
Past Experience	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	2.5	0 - 10	0 - 25
<b>Total</b>	<b>10.0</b>		<b>0-100</b>

**Generic Evaluation Table**

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

	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
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). 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, for each of the identified regions.

---

## 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 Names – Appendix A, Annex AA - list of directors / owners
  - Integrity Provisions – declaration form (as applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions)
  - Proposal – 1 original + [3] copies
  - Front page of Request for Standing Offer
  - Front page of Revision(s) to a Request for Standing Offer
- In a separate envelope:
- Price Proposal Form – one (1) completed and submitted in a separate envelope

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## APPENDIX A

### DECLARATION/CERTIFICATIONS FORM

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

**Declaration / Certifications Form (page 1 of 4)**

---

**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**

**Size of Organization**

Sole Proprietorship

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

Partnership

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

Corporation

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

Joint Venture

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

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

Other \_\_\_\_\_

---

---

## Declaration / Certifications Form (page 2 of 4)

### 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.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

### **Declaration / Certifications Form (page 3 of 4)**

#### **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.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

**Declaration / Certifications Form (page 4 of 4)**

---

**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.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX A**

### **ANNEX AA**

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

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

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.

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX B**

### **PRICE PROPOSAL FORM**

## APPENDIX B - PRICE PROPOSAL

### INSTRUCTIONS

1. Complete the 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 HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received, the following requirements must be strictly adhered to: Proponents **must** provide an hourly rate for **each** category of personnel. 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. **There must be no \$0 value nor NIL value. Failure to insert an hourly rate for each category of personnel will render your proposal non-responsive.**
5. One (1) price proposal evaluation grid is provided for each of the disciplines within each identified Region(s) under this RFSO. **Proponents must fill out (in its entirety) the price proposal grid(s) for each discipline(s) within each Region on which they intend to bid, even if the rates offered are the same for one, several or all Regions.** If a price proposal evaluation grid is not duly completed (column B) for any one of the identified disciplines, then the proponent's proposal for that Region will be considered non-responsive. In the case of arithmetic error in column C, the values in column B will prevail.
6. The hourly rates identified for all disciplines, including sub-consultants and specialists will be for the duration of the Standing Offer.
7. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## CENTRAL ONTARIO

Name of Proponent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### 1. STRUCTURAL ENGINEER

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or Principals of the firm	5	\$	\$
Senior Engineer	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

## EASTERN ONTARIO

Name of Proponent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### 1. STRUCTURAL ENGINEER

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or Principals of the firm	5	\$	\$
Senior Engineer	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

## WESTERN ONTARIO

Name of Proponent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### 1. STRUCTURAL ENGINEER

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or Principals of the firm	5	\$	\$
Senior Engineer	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

**Signature of Consultant or Joint Venture Consultants.**

.....  
signature signature

.....  
capacity capacity

.....  
signature signature

.....  
capacity capacity

**END OF PRICE PROPOSAL FORM**

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX C**

### **TEAM IDENTIFICATION**

## TEAM IDENTIFICATION

### INSTRUCTIONS

1. Complete the Consultant Team Identification in the format provided below, including the following information for each identified team member of the Consultant Team; Name, Category Personnel and Provincial Professional Licensing Status.
2. Provide short C.V.s for each identified team member. C.V's should have sufficient detail to explain experience in the respective discipline(s).
3. C.V's provided under Appendix C - Team Identification, will not form part of the evaluation or page limitation identified under the SRE 3.2 Rated Requirements section, and are to appear under the Appendix C section only.

Please note, the SRE 3.2 Rated Requirements section has a separate requirement which includes the provision of C.V's for evaluation purposes (SRE 3.2.4 and 3.2.5).

#### **I. Prime Consultant (Proponent): Structural Engineer**

**Firm:**

Name .....

**Key Individuals:**

1. Name .....
2. Category of Personnel (i.e. Principal, Senior, Intermediate) .....
3. Provincial professional licensing status. ....  
.....  
.....

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX D**

### **DOING BUSINESS WITH PWGSC**

**(see attached)**

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX E**

### **PERFORMANCE EVALUATION**

#### **CONSULTANT PERFORMANCE EVALUATION REPORT FROM**

**(CPERF)**

**(see attached)**

Solicitation No. - N° de l'invitation  
EQ754-162022/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pw1044

Client Ref. No. - N° de réf. du client  
EQ754-161519

File No. - N° du dossier  
PWL-5-38131

CCC No./N° CCC - FMS No./N° VME

---

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, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance

**APPENDIX F**

**ONTARIO REGION -**

**GEOGRAPHIC BOUNDARIES BY COUNTY**

**REGIONS OF ONTARIO**

CENTRAL	EASTERN	WESTERN
Dufferin	Frontenac	Brant
Durham	Hastings	Bruce
Haliburton	Lanark	Elgin
Kawartha Lakes	Leeds and Grenville	Essex
Muskoka	Lennox and Addington	Grey
Nippising	Prescott and Russell	Haldimand
Northumberland	Stormont Dundas and Glengarry	Hamilton Wentworth
Peel	Prince Edward	Waterloo
Peterborough	Renfrew	Wellington
Simcoe		Halton
Toronto		Huron
Victoria		Ken
York		Lambton
Cochrane		Middlesex
Sudbury		Niagara
Timiskaming		Oxford
		Perth
		Manitoulin
		Algoma
		Kenora
		Rainy River
		Thunder Bay

Excludes the municipality of Ottawa-Carleton



# Doing Business with Public Works and Government Services Canada (PWGSC)



---

## **TABLE OF CONTENTS**

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

### **Appendices**

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

---

## **SECTION 1 INTRODUCTION**

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

---

## **SECTION 2 PWGSC NATIONAL CADD STANDARD**

Drawings shall be in accordance with PWGSC National CADD Standards and Canadian Standards Association (CSA) B78.3.

Refer to:

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

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

## **SECTION 3 GUIDE TO PREPARATION OF CONSTRUCTION DOCUMENTS FOR PWGSC**

### **1 Purpose**

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

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

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

### **2 Principles of PWGSC Contract Documents**

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

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

### **3 Quality Assurance**

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

---

## SPECIFICATIONS

### 1 National Master Specification

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

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

### 2 Specification Organization

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

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

### 3 Terminology

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

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

### 4 Dimensions

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

### 5 Standards

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

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

---

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

## 6 Specifying Materials

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

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

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

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [\_\_\_\_\_].
2. DEF Co. Model [\_\_\_\_\_].
3. GHI Co. Model [\_\_\_\_\_].

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

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

Sole Sourcing: Sole sourcing for materials and work can be used for proprietary systems (ie. fire alarm systems, EMCS systems). **Substantiation and/or justification will be required.**

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

Designated Contractor

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

Wording for the sole source of EMCS systems should be in Part 1 as

Designated Contractor

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

and in Part 2 as Materials

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

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

Acceptable materials

.1 The only acceptable materials are [ ] .”

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

## 7 Unit Prices

Unit prices are used where the quantity can only be estimated (eg. earth work) and the approval of the Project Manager must be sought in advance of their use.

Use the following wording:

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

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

Sample of Unit Price Table:

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

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

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

## 8 Cash Allowances

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

## 9 Warranties

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

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

---

Delete all references to manufacturers' guarantees.

## **10 Scope of Work**

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

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

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

## **12 Related Sections**

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

## **13 Index**

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

## **14 Regional Guide**

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

## **15 Health and Safety**

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

## **16 Designated Substances Report**

Include "Section 01 14 25 - Designated Substances Report"

## **17 Subsurface Investigation Reports**

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

Subsurface investigation report(s)

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

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

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

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

## **18 Experience and Qualifications**

Remove experience and qualification requirements from specification sections.

---

## **19 Prequalification and Pre-award submissions**

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

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

## **20 Contracting Issues**

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

Remove all references within the specifications, to the following:

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

## **DRAWINGS**

### **1 Title Blocks**

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

### **2 Dimensions**

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

### **3 Trade Names**

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

### **4 Specification Notes**

No specification type notes are to appear on any drawing.

### **5 Terminology**

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

---

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

**6 Information to be included**

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

**7 Drawing Numbers:** Number drawings in sets according to the type of drawing and the discipline involved as follows (The requirements of SECTION 2 PWGSC NATIONAL CADD STANDARD will supercede these requirements, where warranted).

---

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

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

- 8 Presentation Requirements:** Present drawings in sets comprising the applicable demolition, architectural, structural, mechanical and electrical drawings in that order. All drawings should be of uniform standard size.
- 9 Prints:** Print with black lines on white paper. Blue prints are acceptable for document submissions at 33%, 66% and 99% stages. Confirm with Project Manager the size of prints to be provided for review purposes.
- 10 Binding:** Staple or otherwise bind prints into sets. Where presentations exceed 20 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling.
- 11 Legends:** Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.
- 12 Schedules:** Where schedules occupy entire sheets, locate them next to the plan sheets or at the back of each set of drawings for convenient reference. See *CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements*.
- 13 North Points:** On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.
- 14 Drawing Symbols:** Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.

---

## **ADDENDA**

### **1 Format**

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

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

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

### **2 Content**

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

## **DOCUMENTATION**

### **Translation**

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

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

### **Consultant shall provide:**

- Per construction document submission, a completed and signed Checklist for the Submission of Construction Documents. See Appendix 'A'.
- Specification: originals printed one side on 216 mm x 280 mm white bond paper.
- Index: as per Appendix 'C'
- Addenda (if required): as per Appendix 'B' (to be issued by PWGSC).
- Drawings: reproducible originals, sealed and signed by the design authority.
- Tender information:
  - Including a description of all units and estimated quantities to be included in unit price table.
  - Including a list of significant trades including costs. PWGSC will then determine which trades, if any, will be tendered through the Bid Depository.
  - Government Electronic Tendering System (MERX): Consultants to provide an electronic true copy of the final documents (specifications and drawings) on one or multiple CD-ROM in Portable Document Format (PDF) without password protection and printing restrictions. The electronic copy of drawings and specifications is for bidding purposes only and do not require to be signed and sealed. See Appendix 'D' and Appendix 'E'.

### **PWGSC shall provide:**

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



---

## **SECTION 4 CLASSES OF CONSTRUCTION COST ESTIMATES USED BY PWGSC**

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

#### **Class 'D' (Indicative) Estimate:**

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

Submit Class D cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m<sup>2</sup> for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

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

#### **Class 'C' Estimate:**

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

Submit Class C cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per m<sup>2</sup> for current industry statistical data for the appropriate building type and location. Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.

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

#### **Class 'B' (Substantive) Estimate:**

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

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

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

#### **Class 'A' (Pre-Tender) Estimate:**

---

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

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

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

---

## **SECTION 5 TIME MANAGEMENT**

### **1 Time Management, Planning, and Control**

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

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

PWGSC presently utilizes the Primavera Suite software and MicroSoft Project for 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.

#### **1.1 Schedule Design**

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

When building a Control System you must consider:

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

#### **1.2 Schedule Development**

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

#### **Work Breakdown Structure**

When developing the schedule the consultant needs to use PWGSC standards and practices. Two basic requirements are the National Project Management System

---

(NPMS) and a Work Breakdown Structure (WBS), structured supporting the NPMS (Levels 1-4).

The WBS is as follows:

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

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

### **Major and Minor Milestones**

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

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

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

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

### **Activities**

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

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

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

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

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

---

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

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

### **Project Logic**

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

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

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

### **Activity Duration**

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

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

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

### **Activity List**

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

### **Milestone List**

A Milestone List identifies all project Major and Minor milestones.

### **Master Schedule**

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

### **Detailed Project Schedule**

---

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

### **1.3 Schedule Review and Approval**

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

When the schedule has been satisfactorily prepared the scheduler can present the detailed schedule to the Project Team for approval and be 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.

### **1.4 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.

### **1.5 Standard Submissions**

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

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

---

## **1.6 Schedule Outputs and Reporting Formats**

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

---

## **Progress Reports**

Paper Size: Letter

Paper Format: Portrait

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

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

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

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

## **Exception Reports**

Paper Size: Letter

Paper Format: Portrait

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

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

Paper Size: Letter

Paper Format: Landscape

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

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

Work Breakdown Structure (indent tree):

Paper Size: Letter

Paper Format: Portrait

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

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

## **Activity Lists**

Paper Size: Letter

Paper Format: Portrait

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

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

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

## **Milestone Lists**

Paper Size: Letter

Paper Format: Portrait

---

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

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

### **Master Schedule (Bar Chart)**

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

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

### **Detailed Project Schedules (Bar Chart)**

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

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

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

Last updated November 21, 2012

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

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

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

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

Item	Verified by:	Comments:	Action By:
<b>Drawings:</b>			
<b>1 Title Blocks</b>			
<b>1a</b> The PWGSC title block is used.			
<b>2 Dimensions</b>			
<b>2a</b> Dimensions are provided in metric only.			
<b>3 Trade Names</b>			
<b>3a</b> Trade names are not used.			
<b>4 Specification Notes</b>			
<b>4a</b> There is no specification type notes.			
<b>5 Terminology</b>			
<b>5a</b> The term Departmental Representative is used instead of Engineer, PWGSC, Owner,			

Consultant or Architect.			
<b>5b</b> Notations such as: “verify on site”, “as instructed”, “to match existing”, “example”, “equal to”, “equivalent to” and “to be determined on site by” are not used.			
<b>6 Information to be included</b>			
<b>6a</b> Architectural and Engineering Drawings have been stamped and signed by the design authority.			
<b>6b</b> The project quantity and configuration, dimensions and construction details are included.			
<b>6c</b> References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			

---

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

Consultant's Representative: \_\_\_\_\_

Firm name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

## APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

**ADDENDUM No.** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

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

### DRAWINGS

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

- 1      A1 Architectural  
      .1

### SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1      Section 01 00 10 - General Instructions

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

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

## APPENDIX 'C' - Sample of Index

Last updated April 22, 2008

**Project No:** \_\_\_\_\_

**Index**  
**Page 1 of \_\_\_\_**

**DRAWINGS AND SPECIFICATIONS**

---

**DRAWINGS:**

SPEC NOTE: List all Drawings by number and title.

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

**SPECIFICATIONS:**

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

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

---

## APPENDIX 'D'

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

Issued by:

Real Property Contracting Directorate

PWGSC

**May 2005**

Last Updated: June 3, 2008

Version 1.0

---

## PREFACE

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

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

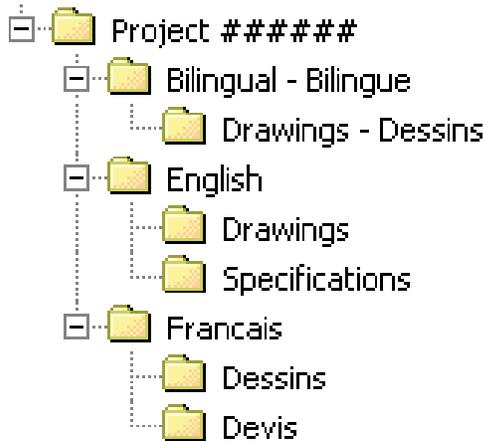
It is important to note that the procedure described in this manual is not an indication that consultants are relieved from following the established standards for the production of drawings and specifications. The sole purpose of this manual is to provide a standard for the organization and naming of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

---

## 1. DIRECTORY STRUCTURE

### 1.1 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Tier Sub-Folders

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



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

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

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

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

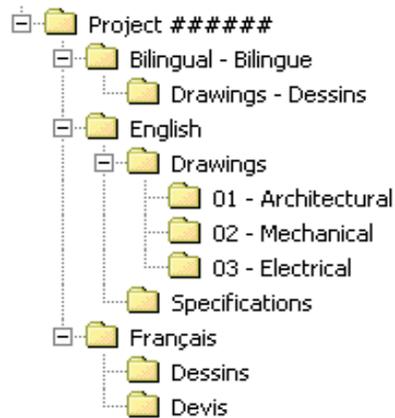
The “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders must have 4<sup>th</sup> Tier sub-folders created to reflect the various disciplines of the set of drawings.

---

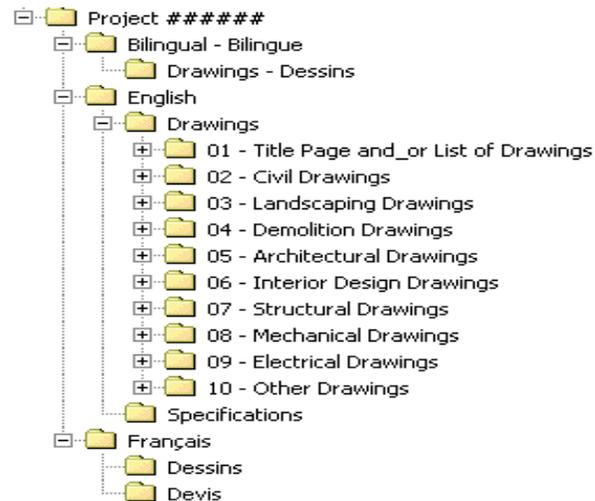
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders.

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

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



or



---

### 1.2.1 Naming Convention

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

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

## - Y

Where:

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

Y = The title of the folder

Example: 03 – Mechanical

For the “*Drawings - Dessins*” folder:

## - Y - Z

Where:

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

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

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

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

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

### 1.3 4<sup>th</sup> Tier Sub-Folders for Specifications

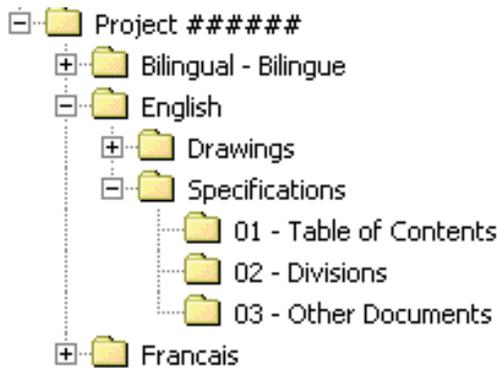
The “*Specifications*” and “*Devis*” folders must have 4<sup>th</sup> Tier sub-folders created to reflect the various elements of the specifications.

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

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



or



### 1.3.1 Naming Convention

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

For the “Specifications” and “Devis” folders:

## - Y

Where:

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

Y = The title of the folder

**Example: 02 – Divisions**

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

It is essential to ensure that the order of the elements of the specifications on the CD-ROM be exactly the same as in the hard copy. GETS will sort each element of the specifications for both

---

screen display and printing as per the following rules:

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

## 2. NAMING CONVENTION FOR PDF FILES

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

### 2.1 Drawings

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

X### - Y

Where:

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

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

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

Example: A001 - First Floor Details

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

The following important points about drawings are to be noted:

- The drawing PDF files within each sub-folder are sorted alphanumerically for both displaying and printing. If there are more than 9 drawings in a particular discipline the numbering must use at least two numerical digits (i.e. A01 instead of A1) in order to avoid displaying drawing A10 between A1 and A2. The same rule applies when there are more than 99 drawings per discipline i.e. three digits instead of two must be used for the numbering (for example M003 instead of M03);

- If drawing PDF files are included in the “*Bilingual - Bilingue*” folder, these cannot be included as well in the “*English*” and/or “*Français*” folders;
- If drawings not associated with a particular discipline are not numbered (Title Page or List of Drawings for example), these will be sorted alphabetically. While this does not represent a problem if there is only one drawing in the sub-folder, it could disrupt the order when there are two or more drawings. If the alphabetical order of the drawings name does not represent the order on the hard copy set, the drawings are to be named as per the following standard convention when converted in PDF format to ensure proper display and printing order.

## - Y

Where:

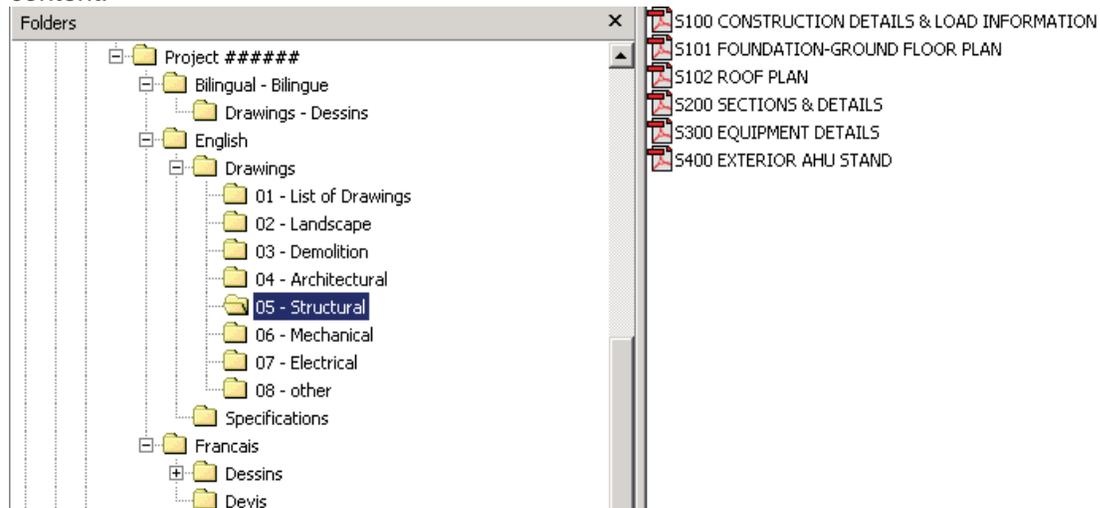
## = A two digit number ranging from 01 to 99 (leading zeros must be included)

Y = The name of the drawing

Example: 01 - Title Page  
02 - List of Drawings

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

Example of a 4<sup>th</sup> Tier Drawings sub-folder’s content:



## 2.2. Specifications

Each Specifications Division must be a separate PDF file and all pages contained in each PDF file must have the same physical size (height, width). The Plans and Specifications Index must

also be a separate PDF file. If there are other documents that are part of the Specifications (e.g. Appendix or other) these are to be separate PDF files as well.

## 2.2.1 Documents other than Specifications Divisions

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

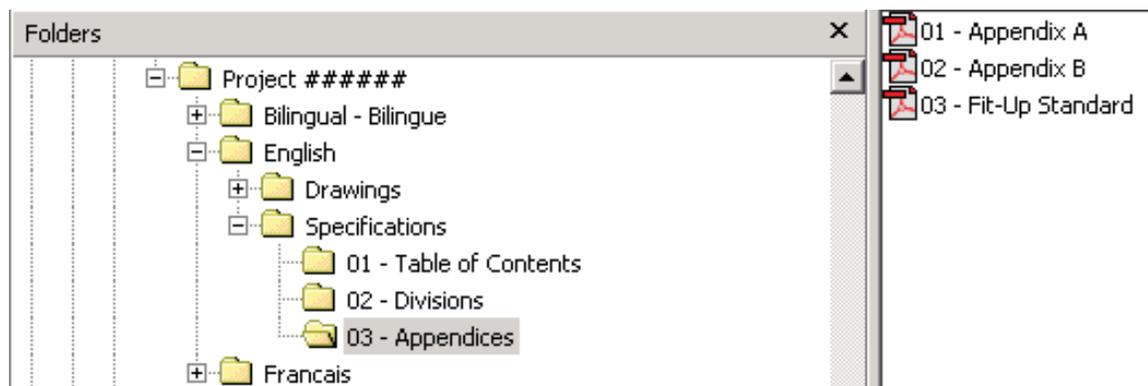
## - Y

Where:

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

Example: 01 - Plans and Specifications Index

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



## 2.2.2 Specifications Divisions

The Specifications Divisions must be named as follows:

Division ## - Y

Where:

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

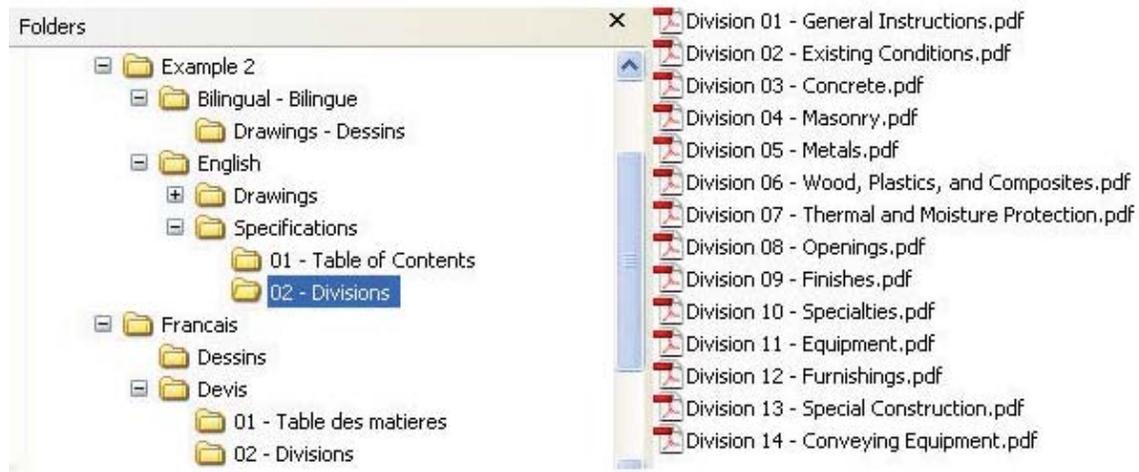
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

Example: Division 05 – Metals

The following important point about specifications is to be noted:

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

Example of a “Divisions” sub-folder content:



### 3. CD-ROM LABEL

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

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

Example:

Project 123456 / Projet 123456  
Repair Alexandra Bridge / Réparation du pont Alexandra

---

Documents for Tender / Documents pour appel d'offres  
CD 1 of/de 1

---

## APPENDIX 'E'

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

Issued by:  
**Real Property Contracting Directorate**  
**PWGSC**

May 2005 Last Updated: May 3, 2005

Version 1.0

---

#### PREFACE

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

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

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

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

#### 1. PRINTER DRIVERS

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

---

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

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

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

## **2. PRINTER CONFIGURATION**

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

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

## **3. CREATING PDF FILES**

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

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

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

## **4. PDF FILES SETTINGS**

### **4.1 Security**

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

### **4.2 Drawing Orientation**

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

### **4.3 Font Type**

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

---

#### **4.4 Resolution**

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

#### **4.5 Scale**

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

#### **5. SCANNING**

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

#### **6. FINAL CHECKLIST**

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

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

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

#### **7. ADDITIONAL INFORMATION**

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



**SELECT - CONSULTANT PERFORMANCE EVALUATION REPORT FORM (CPERF)  
SELECT - FORMULAIRE DU RAPPORT D'ÉVALUATION DU RENDEMENT DE L'EXPERT-CONSEIL (FREREC)**

Contract Number - N° du contrat	Project Number - N° du projet	Client Reference Number - N° de référence du client
---------------------------------	-------------------------------	---

Description of work - Description des travaux

Firm's Name - Nom de l'entreprise

Firm's Address - Adresse de l'entreprise

Project Manager - Gestionnaire de projet		Contract Information - Information sur le contrat	
Name - Nom		Contract Award Amount Montant du marché adjugé	Contract Award Date Date de l'adjudication du marché
Telephone No. - N° de téléphone	Fax No. - N° de télécopieur	Final Amount - Montant Final	Contract Completion Date Date d'achèvement du contrat
Cell No. - N° de cellulaire			
E-Mail Address - Adresse électronique		No. of Amendments - Nombre de modifications	

DESIGN - CONCEPTION	Category - Catégorie	Scale Échelle	Points Pointage
This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.	Unacceptable - Inacceptable	0 - 5	<input style="width: 50px; height: 20px;" type="text"/>  <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
QUALITY OF RESULTS - QUALITÉ DES RÉSULTATS			
This is the rating of the quality of not only the final deliverable but also the deliverables throughout the various stages of the project. Voici l'évaluation de la qualité du produit final, mais aussi des produits à livrer aux diverses étapes du projet.	Unacceptable - Inacceptable	0 - 5	<input style="width: 50px; height: 20px;" type="text"/>  <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
MANAGEMENT - GESTION			
This is the rating of how the project was managed including the project delivery, and overall consultant services. Voici l'évaluation de la façon dont le projet a été géré, y compris l'exécution du projet et la prestation de l'ensemble des services d'expert-conseil.	Unacceptable - Inacceptable	0 - 5	<input style="width: 50px; height: 20px;" type="text"/>  <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
TIME - DÉLAIS			
This is the rating of time planning and schedule control. Voici l'évaluation de la planification du temps et du contrôle du calendrier.	Unacceptable - Inacceptable	0 - 5	<input style="width: 50px; height: 20px;" type="text"/>  <input type="checkbox"/> N/A S/O
	Late - En retard	6 - 10	
	On time - À temps	11 - 16	
	Ahead of Schedule - En avance sur le calendrier	17 - 20	
COST - COÛT			
This is the rating of the quality of cost planning and control during the life of the project. Voici l'évaluation de la qualité de la planification et du contrôle des coûts pendant la durée du projet.	Unacceptable - Inacceptable	0 - 5	<input style="width: 50px; height: 20px;" type="text"/>  <input type="checkbox"/> N/A S/O
	Not Satisfactory - Non satisfaisant	6 - 10	
	Satisfactory - Satisfaisant	11 - 16	
	Superior - Supérieur	17 - 20	
<b>Total points Total du pointage</b>			<b>0 / 100</b>

Comments - Commentaires

PWGSC TPSGC	Name - Nom	Title - Titre	Signature	Date
----------------	------------	---------------	-----------	------

**INSTRUCTIONS AND ADDITIONAL INFORMATION (SELECT - Consultant Performance Evaluation Report)**  
**INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (SELECT - Rapport d'évaluation du rendement de l'expert-conseil)**

**DESIGN - CONCEPTION**

The following items should be considered:

- Understanding of the project objectives and constraints
- Thoroughness of and logical approach in problem analysis and exploration of alternatives
- Appropriateness of concept and sensitivity to context (physical and non-physical, image, site, geography, function, client, etc.)
- Functional/technical requirements: effectiveness of concept in providing for functional and technical requirements, including flexibility and expansion
- Aesthetic/spatial qualities and/or engineering "elegance"
- Functional performance for users: efficiency, safety, comfort and convenience, ease of operation and maintenance including engineering and architectural support elements/services
- Building science and engineering technology: equipment and construction systems, materials selections and detailing conducive to efficient construction and good life-cycle performance/economics; judgment in balancing between use of new technology vs. reliance on proven technology

Il faut tenir compte des éléments suivants :

- Compréhension des objectifs et des contraintes du projet
- Rigueur de l'analyse des problèmes et de l'approche logique utilisée et recherche de solutions de rechange
- Pertinence du concept et sensibilité au contexte (physique et non physique, image, site, géographie, fonction, client, etc.)
- Exigences fonctionnelles et techniques : efficacité du concept pour répondre aux exigences fonctionnelles et techniques, y compris la souplesse et l'expansion
- Qualités relatives à l'esthétique et à l'espace et/ou «élégance» technique
- Rendement fonctionnel pour les utilisateurs : efficacité, sécurité, confort, commodité, facilité de fonctionnement et d'entretien, y compris les éléments ou services de soutien à l'architecture et au génie
- Science du bâtiment et techniques de l'ingénieur : équipement et procédés de construction, sélection et description des matériaux favorisant la construction efficace et un bon rapport rendement/prix pendant la durée de vie; jugement pour équilibrer l'utilisation de nouvelles technologies et de technologies éprouvées

**QUALITY OF RESULTS - QUALITÉS DES RÉSULTATS**

The following items should be considered:

- Responsiveness to PWGSC/Client input
- Coverage of all aspects of process (all technical issues addressed, approval authorities, departmental procedures, etc.)
- Quality of studies including: comprehensive investigation work, logical analysis, firm and substantiated recommendations, clarity of presentation
- Quality of working documents (completeness, accuracy, co-ordination)
- Quality control on construction
- Contract administration - correctness, timeliness

Il faut tenir compte des éléments suivants :

- Réceptivité aux suggestions de TPSGC et du client
- Traitement de tous les aspects du processus (toutes les questions techniques, les pouvoirs d'approbation, les procédures ministérielles, etc.)
- Qualité des études, y compris : examen complet des travaux à effectuer, analyse logique, recommandations fermes et justifiées, clarté de la présentation
- Qualité des documents de travail (complets, exacts et coordonnés)
- Contrôle de la qualité relative à la construction
- Administration du contrat - exactitude, rapidité

**MANAGEMENT - GESTION**

The extent to which the firm takes charge of and effectively manages the work has a direct effect on the inputs required of PWGSC. Consideration should be given to:

- Delivery of a comprehensive, reliable and effective service in a responsive, orderly and "surprise free" manner
- Appropriate understanding of the Consultant role, within the context of PWGSC's operating environment and objectives and of the needs of the project
- Application of initiative, judgement and attentiveness in providing services
- Management of Consultant team: leadership, efficiency, fairness, and ensuring proper level of service
- Co-ordination of sub-consultants, if applicable
- Sensitivity of external factors: awareness of current conditions in the building industry and in the local community, and use of this information for the benefit of the project

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de TPSGC. Il faut tenir compte des éléments suivants :

- Prestation d'un service complet, fiable et efficace de façon souple, ordonnée et «sans surprise»
- Bonne compréhension du rôle de l'expert-conseil dans le contexte de l'environnement opérationnel de TPSGC et compte tenu des objectifs et des impératifs du projet
- Initiative, jugement et attention dans la fourniture des services
- Gestion de l'équipe d'experts-conseils : leadership, efficacité, équité et prestation d'un niveau de service adéquat
- Coordination du travail des sous-expert-conseil, s'il y a lieu
- Sensibilité aux facteurs externes : connaissance des conditions actuelles dans l'industrie du bâtiment et dans la collectivité locale et utilisation de cette connaissance dans l'intérêt du projet

**TIME - DÉLAIS**

For the purpose of evaluating the firm's time performance, consideration must be given to conditions beyond the firm's control including PWGSC / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- On-schedule delivery of services in every stage

En ce qui a trait à l'évaluation du respect des délais par l'entreprise, il faut tenir compte des conditions indépendantes de la volonté de celle-ci, y compris du rendement de TPSGC, de l'entrepreneur et du client. Le gestionnaire de projet doit évaluer si les éléments suivants ont été fournis :

- Présentation de rapports d'avancement précis dans les délais prescrits
- Prestation des services dans les délais requis à toutes les étapes

**COST - COÛT**

The following items should be considered:

- Management of the design development within cost plan
- Timeliness of estimating and cost plan monitoring
- Final project estimate vs. Actual (established at award)
- Application of value engineering to design decisions, if applicable
- Appropriate balance of cost between estimate elements

Il faut tenir compte des éléments suivants :

- Gestion de l'élaboration de la conception dans le cadre du plan financier
- Rapidité de l'estimation et surveillance du respect du plan financier
- Estimation finale par rapport à l'estimation actuelle (faite au moment de l'attribution du contrat)
- Application de l'ingénierie de la valeur aux décisions de conception, s'il y a lieu
- Bon équilibre des coûts entre les éléments de l'estimation