



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage

Montréal  
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

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

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

This document contains Security Requirements

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est

800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage

Montréal  
Québec

H5A 1L6

<b>Title - Sujet</b> DISO Building Condition Report Serv	
<b>Solicitation No. - N° de l'invitation</b> EF934-170545/A	<b>Date</b> 2016-11-09
<b>Client Reference No. - N° de référence du client</b> 20170545	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-560-14109
<b>File No. - N° de dossier</b> MTC-6-39129 (560)	<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 2016-12-20</b>	
<b>Time Zone</b> Fuseau horaire Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ghali, Camille	<b>Buyer Id - Id de l'acheteur</b> mtc560
<b>Telephone No. - N° de téléphone</b> (514) 496-3871 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA *NOTE*: See Item Details* *NOTA: Voir les détails de poste* Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
.	
<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**MULTIDISCIPLINARY INSPECTION SERVICES**

**BUILDING CONDITION REPORTS (BCR)**

**FOR QUEBEC REGION**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

**Where “Consultant” appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means “Offeror” and “Contractor” in the context of the Terms, Conditions and Instructions**

**Where “PWGSC” appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means “PSPC” in the context of the Terms, Conditions and Instructions**

**Where “Public Works and Government Services Canada” appears in this bid solicitation and the resulting Standing Offer and Call-Ups, this means “Public Service and Procurement Canada” in the context of the Terms, Conditions and Instructions**

**BUILDING CONDITION REPORTS (BCR)**  
**REQUEST FOR STANDING OFFER (RFSO)**

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## SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI 1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide **with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.

### 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 possess a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

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

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

Successful proponent(s) issued a standing offer as a result of this RFSO, 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. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

At the Request for Standing Offers closing date, the Offeror must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

Failure to provide a proof within the time frame provided, or failure to cooperate to the verification process will result in the bid being declared non-responsive.

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## GENERAL INSTRUCTIONS TO PROPONENTS (GI)

### Integrity Provisions – Proposal

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

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Proponent provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

## **GI 1 Definitions**

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.

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## GI 2 Introduction

(i) Public Works and Government Services Canada (PWGSC) is inviting qualified consulting firms that have expertise in the field of engineering and architecture, mainly of Building Condition Reports (**BCR**) and PWGSC practices, to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the section "Required Services" for projects around the Province of Quebec.

(ii) Proponents shall be licensed or eligible to be licensed to practise in the province of Québec. Firms should be able to demonstrate successful delivery of these services for a 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 and the quality of their relevant experience in this area, as well as the cost of the provision of these services.

(iii) It is PWGSC's intention to authorize up to five (5) Standing Offers, each for a period of two (2) years from the date of issuing the Standing Offers. Optionally, thereafter, Canada reserves the right to exercise 3 options of one year each. The total dollar value of all Standing Offers is estimated to be \$1,000,000.00 (Applicable Tax Included) per year. Individual call-ups will vary, up to a maximum of \$400,000.00 (Applicable Tax Included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

The firm consultants must be willing to provide their service all over the province of Quebec.

(iv) There is a security requirement associated with this requirement. For additional information, consult Part SI 3 – Security Requirements, and Appendix «D». Proponents should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

At the Request for Standing Offers closing date, the Proponent must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

Failure to provide a proof within the time frame provided, or failure to cooperate to the verification process will result in the bid being declared non-responsive.

(v) This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), 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.

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#### **GI 4 Contracting Authority and Departmental Representative**

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

Camille Ghali, Supply Officer  
Public Works and Government Services Canada  
Real Property Contracting Directorate  
Place Bonaventure, South-East Portal, Suite 7300  
800, de La Gauchetière Street West  
Montreal, Quebec H5A 1L6  
Tel : 514-496-3871  
Fax: 514-496-3822  
[camille.ghali@tpsgc.gc.ca](mailto:camille.ghali@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 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

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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

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- 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

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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).

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## **GI 24 Performance Evaluation**

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

## **GI 25 Proposal Costs**

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

## **GI 26 Conflict of Interest - Unfair Advantage**

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

## **GI 27 Limitation of Liability**

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

## **GI 28 Status and Availability of Resources**

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a

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

#### **GI29 Code of Conduct for Procurement - Proposal**

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

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## STANDING OFFER PARTICULARS (SP)

### 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.
4. 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.

### 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 two (2) years commencing from the start date identified on the Standing Offer.

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If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional three (3) periods of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer.

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

#### **SP 4 Call-Up Limitation**

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

#### **SP 5 Call-Up Procedure**

1. Services will be called-up as follows:

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

30% of the work given to the consultant ranked first;  
25% for the consultant ranked second;  
20% for the third;  
15% for the fourth  
10% for the fifth.

In the event that fewer than five (5) consultants are selected, the undistributed % of business will be redistributed amongst the selected offerors using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required

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by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.

- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
  - e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
  - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

#### **SP 6 Invoicing**

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

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

## PROJECT ADMINISTRATION (PA)

The following administrative requirements apply during all phases of project delivery and will be or applicable in each Call-up.

### PA 1.1 Coordination with PWGSC

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

The Project Manager is directly concerned with the project and responsible for its progress.

The Project Manager is the liaison between the Consultant, Public Services and Procurement Canada and the Client Departments.

Public Services and Procurement Canada or Other Government Departments will administer the project and exercises continuing control over the Consultant's services during all phases of development.

Unless directed otherwise by the Project Manager, the Consultant shall obtain all Federal requirements and approvals necessary for the work.

The Consultant shall:

- Carry out services in accordance with approved documents and directions given by the Project Manager.
- Ensure all communications carry the PSPC's or OGD's Project Title, Project Number and File Number.
- Advise the Project Manager of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given.
- Detail the extent and reasons for the changes and obtain written approval before proceeding.

### PA 1.2 Coordination with Sub-Consultants

The Consultant shall:

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

### PA 1.3 General Project Deliverables

Building Condition data and any requested "stand alone" tasks shall be completed as described in the Statement of Work/ Terms of Reference and delivered to PSPC in the prescribed electronic format.

#### **PA 1.4 Lines of Communication**

Correspond only with the Project Manager, at times and in the manner dictated by the Project Manager.

The Consultant shall not communicate with client departments unless so authorized in writing by the Project Manager.

#### **PA 1.5 Media**

The Consultant shall not respond to requests for project related information or questions from the media.

Such inquiries are to be directed to the Project Manager.

#### **PA 1.6 Meetings**

As and if required, meetings may be arranged during individual call-ups, for all members of project team, including representatives from:

- Client Department.
- Public Services & Procurement Canada.
- Consultant.

The Consultant shall:

- Attend meetings.

#### **PA 1.7 Project Response Time**

The Consultant and proposed sub-consultants shall be personally available to attend meetings and respond to inquiries:

- Within one (1) business day of request, from the date of the award of the consultant call-up until delivery of the final documents or files.

#### **PA 1.8 Submissions, Reviews and Approvals**

For each call-up, work in progress will be reviewed as directed in the Terms of Reference:

#### **PA 1.9 Codes, Standards, Policies, Laws, Acts, and Guidelines**

Comply with all applicable federal, provincial, regional and municipal requirements, including but not limited to:

##### **CODES**

- Canada Labour Code, Part II (CLC), R.S., 1985, c. L-2.
- Canada Occupational Health and Safety Regulations (COHSR), SOR/86-304.
- National Building Code of Canada (NBC).
- Ontario Building Code (OBC).
- National Plumbing Code of Canada (NPC).
- Canadian Electrical Code, Part 1 (CEC).

- Ontario Electrical Safety Code.
- National Fire Code of Canada (NFC).
- Ontario Fire Code (OFC).

## POLICES & GUIDELINES

### Treasury Board of Canada Secretariat (TBS):

- Accessibility Standard for Real Property.
- Policy on Management of Real Property.
- Federal Identity Program (FIP).
- Occupational Safety and Health Directive:
  - Part IV - Boiler and Pressure Vessels.
  - Part V - Elevating Devices.
- Fire Protection Services - General (Chapter 3-0).
- Standard for Fire Safety Planning and Fire Emergency Organization (Chapter 3-1).
- Fire Protection Standard for Design and Construction (Chapter 3-2).
- Fire Protection Standard for Electronic Data Processing Equipment (Chapter 3-3).
- Fire Alarm Systems Standard (Chapter 3-4).
- Standard for Fire Inspections (Chapter 3-5).

### Public Works and Government Services Canada (PWGSC):

- Asset Integrity Directive.
- RPB - Facility Maintenance Policy.
- RPB - Facility Maintenance Guidelines.
- RPB - Seismic Resistance of PWGSC Buildings.
- RPB - MD 15000 Mechanical Environmental Standard for Federal Office Buildings
- DP 058 Electrical Safety.

## STANDARDS

### Canadian Standards Association (CSA):

- CAN/CSA - B44 Safety Code for Elevators.
- CAN/CSA - B51 Boiler, Pressure Vessel and Pressure Piping Code.
- CAN/CSA - B52 Mechanical Refrigeration Code.
- CAN/CSA - B651 Accessible Design for the Built Environment.
- CAN/CSA - C22.1 Canadian Electrical Code, Part I, Safety Standard for Electrical Installations.
- CAN/CSA - C282 Emergency Electrical Power Supply for Buildings.
- CAN/CSA - Z94.4 Selection, Use and Care of Respirators.

### Underwriters Laboratories of Canada (ULC):

- CAN/ULC - S524 Installation of Fire Alarm Systems.
- CAN/ULC - S525 Audible Signal Appliances for Fire Alarm Systems, Including Accessories.
- CAN/ULC - S526 Visual Signal Devices for Fire Alarm Systems, Including Accessories.
- CAN/ULC - S527 Standard for Control Units for Fire Alarm Systems.
- CAN/ULC - S529 Smoke Detectors for Fire Alarm Systems.
- CAN/ULC - S5301 Heat Actuated Fire Detectors for Fire Alarm Systems.
- CAN/ULC - S531 Standard for Smoke Alarms.
- CAN/ULC - S536 Inspection and Testing of Alarm Systems.
- CAN/ULC - S537 Verification of Fire Alarm Systems.
- CAN/ULC - S541 Speakers for Fire Alarm Systems, and Accessories.

National Fire Protection Association (NFPA):

- various.

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE):

- various.

National Research Council of Canada (NRC):

- Manual for Screening of Buildings for Seismic Evaluation.

Natural Resources Canada (NRCAN):

- Federal Buildings Initiative.

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## TERMS AND CONDITIONS

### 0220DA GENERAL CONDITIONS (GC)

#### GC 1 Definitions

**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;

**Architectural and Engineering Services** means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects;

**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;

**Construction Services** means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above;

**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;

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**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*;

**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;

**Facility Maintenance Services** means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

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

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

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

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

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

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

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

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

## **GC 2 Interpretations**

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

## **GC 3 Not Applicable**

## **GC 4 Assignment**

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

## **GC 5 Indemnification**

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

## **GC 6 Notices**

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

## **GC 7 Suspension**

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.

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

#### **GC 8 Termination**

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

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

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

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

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

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.
5. If the verification is done after payment by *Canada*, the *Consultant* agrees to repay any overpayment immediately upon demand.

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

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
  - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project

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*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***

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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

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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

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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

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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

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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:

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- (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.

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## 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

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

5. Tax Withholding of 15 Percent - Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

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

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;
  - (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the *Services*.

**GC 24 Joint and Several Liability**

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

## **GC 25 Not Applicable**

## **GC 26 International Sanctions**

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

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

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

## **GC 28 Code of Conduct for Procurement – Standing Offer**

The Consultant agrees to comply with the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

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**0000DA SUPPLEMENTARY CONDITIONS (SC)**

**SC1 Language Requirements**

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

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

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

**SC3 Security requirements**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

**PSPC FILE N° EF934-170545**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PSPC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Appendix E;
  - b. Industrial Security Manual (Latest Edition).

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## 9998DA TERMS OF PAYMENT (TP)

### 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.

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### 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*.

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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.

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3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

#### **TP 9 Termination Costs**

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.
2. Within fourteen (14) *days* of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The *Consultant* must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the *Consultant* for those costs and expenses that in the opinion of *Canada* are substantiated as having been reasonably incurred after the date of termination.
4. The *Consultant* has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.

#### **TP 10 Disbursements**

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
  - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
  - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
  - (d) plotting;
  - (e) presentation material;
  - (f) parking fees;
  - (g) taxi charges;
  - (h) travel time;
  - (i) travel expenses; and
  - (j) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the *Consultant*, that are related to the *Services* and approved by the *Departmental Representative*, shall be reimbursed to the *Consultant* at actual cost:

- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
  - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
  - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
  - (d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

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## **9999DA CONSULTANT SERVICES (CS)**

### **CS 1 Services**

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

### **CS 2 Standard of Care**

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

### **CS 3 Time Schedule**

The *Consultant* shall:

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

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

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

### **CS 5 Changes in Services**

The *Consultant* shall:

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

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

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

## **CS 7 Provision of Staff**

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

## **CS 8 Sub-Consultants**

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

## **CS 9 Cost Control**

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
  - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
  - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.

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

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## 2000DA CALCULATION OF FEES (CF)

### 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.

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## **Building Condition Report (BCR level 2) Common Terms of Reference**

### **RS 1.0 Background Information to be reviewed**

#### **RS 1.1 Context including (Manual Process Using Word Files)**

PSPC, as the service agency responsible for allocating accommodation to its' tenant departments, is accountable for effectively acquiring and efficiently managing this accommodation program.

In addressing this mandate, PSPC undertakes a series of cyclical evaluations of current and proposed accommodation. These evaluations are performed in order to determine the most appropriate management strategy for the retention, maintenance and/ or retrofit/ renewal of these facilities in order to satisfy current and future client requirements.

Given the age of the PSPC building inventory and the significant investments required to re-capitalize these assets, the importance of a rigorous analysis of the inventory through the preparation of Asset Management Plans, a financial analysis, is critical to the effective and efficient life-cycle management of this inventory.

Building Condition Reports provide the detailed technical information on which the Asset Management Plans are based. While the condition of the majority of PSPC assets has been assessed in the past, the data in the Building Condition Reports and subsequently, the Asset Management Plans, must be updated every 5 years to ensure their accuracy and to provide best support possible to managers making capital and repair investment decisions.

#### **RS 1.2 Automated Process Using New VFA Approach**

Prior to 2002 PSPC BCR's were always delivered as a paper-based report. While this approach worked reasonably well for single assets, performing an analysis to determine the overall condition of the portfolio was an arduous task.

In 2002, PSPC purchased an off-the-shelf database application to hold and summarize building condition information. This application, with the trade name "ReCAPP", was configured for use with existing business processes and named "Capital Asset Planning System" (CAPS) for use within the PSPC environment.

In 2014 CAPS was sold and replaced with an application suite known as VFA. VFA, which is expected to increase the usefulness and standardization of building condition data, will be populated with all existing BCR data.

Asset BCRs are kept current as yearly inflation updates to project costs and project completion information is entered. System generated reports permit the planning of projects at the portfolio level with the potential for cost savings by taking advantage of the economies of scale.

#### **RS 1.3 VFA Surveys**

The Primary PSPC means of gathering BCR data will now be captured using VFA Surveys in place of the CAPS Asset Validation Survey (AVS) Tool. VFA Surveys use a preconfigured Internet-based BCR Survey to capture building condition information in the field via mobile devices or on desktop computers. This survey contains all the current BCR and annual Building Performance Review (BPR) data. This is a departmental transition so the VFA actions will be refined throughout the duration of this established Standing Offer

To access the VFA Survey, the user enters a custom URL into either a mobile device or desktop browser. User assigned surveys can then be "checked-out" to the desired medium, completed offline, "checked-in",

and then submitted for approval". A designated "**approver**"\*\* is automatically notified that a survey awaits their attention. Following the approval, the asset will be updated with the BCR survey data. In the case of a rejected survey, the assessor will be automatically notified with details of the areas that require corrective action. The cycle will continue until the survey approver accepts the survey. The National Centre of Expertise (NCOE) will selectively audit approved surveys in the VFA application to validate administrative completeness.

Basic training on the use of VFA Surveys for Standing Offer Consultants, will be provided, by PSPC if and when required. However, it would be beneficial if the Consultants secure detailed knowledge of this software interface prior to the commencement of the contract services.

**Note \*\***

***The approver is a PSPC official. Traditionally a BCR SME and or the Asset Manager or Technical Authority.***

## **RS 2.0 General Requirements**

This Statement of Work describes the work required to complete a Building Condition Report. In general, a BCR is an assessment of the condition of the components and recommended actions required to maintain the asset in operating condition during the next 30 years. The BCR covers all components on the site and in the asset organized as follows:

- Site related components;
- Architectural related components/systems
- Heritage components/systems and Character Defining Elements (CDE) where applicable in designated buildings;
- Structural components/systems;
- Horizontal and vertical transportation;
- Mechanical components/systems, and;
- Electrical components/systems

The VFA software covers all systems on-site and in the asset organized as follows:

1. A – Substructure
2. B – Shell
3. C – Interiors
4. D – Services
5. E – Equipment and Furnishings
6. F – Special Construction and Demolition
7. G – Building Site work

The objective of a level 2 Building Condition Report is to investigate various building and site improvement factors including:

- Component condition and assessment of remaining life,
- Condition of character defining elements for designated heritage buildings,
- Equipment obsolescence,
- Design problems and deficiencies that adversely affect operation and maintenance activities,
- Impact of compliance with Treasury Board Secretariat temperature, humidity and ventilation standards,
- Workstation density maximums imposed by design limitations,
- Compliance with the latest edition / revision of all applicable standards & codes (including, but not limited to: Health, Fire, Life Safety Codes, National Building Code, Electrical Safety Program
- Compliance with local by-laws,
- Effective age and remaining economic life of building components (Effective age must consider implications for a designated asset and Character Defining Elements in particular),
- Confirmation of regulatory testing,

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The statement of work, specific to a call-up against the standing offer, will detail the extent of work required and will indicate specific event considerations that the consultant/assessor will incorporate into the 30 year plan (E.g. heritage designation). The level of effort required could be as small as one of the "stand alone" task, up to and including investigations required for a particular BCR.

The intent of the level 2 BCR is to identify the events required to bring an asset to Class B (BOMA definition) level of accommodation and to maintain that level throughout a 30 year planning horizon. If an asset is at the Class A (BOMA definition) level of accommodation then the level to be maintained during the 30-year planning horizon is Class A (BOMA definition).

The concept of full life cycle costing for the facility is the basis for the development of the long-term capital plan. The 30-year capital plan should indicate the optimal timing / grouping of recommended events in order to minimize overall cost and tenant disruption.

### **RS 2.1 Thirty year window of Capital and Repair requirements**

Since the PSPC BCR data is kept up to date through yearly data entry, the 25-year horizon would only be valid for one year. The number of years of valid planning data available reduces by one year for every year since the last BCR. To ensure PSPC continues to have valid 25-year forecasts of requirement costs during the five years between BCR's, PSPC requires a 30-year planning horizon.

### **RS 2.2 Component/Systems List**

VFA uses Uniformat II, Level-3 as determined by the American Society for Testing and Materials (ASTM) to define the list of available building systems. These systems establish the level of detail required for a BCR. Once chosen for a particular asset, each system is included in the VFA Survey. System data, including lifetime and projected costs to maintain building condition, are associated with the relevant system.

### **RS 2.3 Requirement Structure**

The VFA Requirement subclasses are the same for both Capital and Repair. The Requirement classification chosen shall reflect its primary justification (e.g. if the purpose of requirement is to remove asbestos, then the Regulatory Haz-Mat classification would be used, if the purpose of the requirement is to repair a system, then the Integrity-Reliability classification would be used). Examples to aid in classification are provided in the Appendix to this document and within the structure:

The requirement structure is:

- Integrity
  - Lifecycle - Systems that are approaching or have exceeded their useful life (e.g. a 25-year old chiller that is approaching the end of its useful life and is recommended to be replaced within the next 5 years; a 15 year old membrane roof that is prematurely aged and showing signs of wear and leaking).
  - Reliability - Systems that are not working as designed and/or cannot be depended upon, but have not yet exceeded their useful life (e.g. a recently installed mechanical control that is not operating properly or functioning in an unpredictable manner; breaches in the roof membrane or deteriorated window sealants).
- Optimization
  - Abandoned - Systems that have been abandoned in place (e.g. old cooling tower abandoned on the roof; old oil storage tank abandoned in the basement).
  - Capacity - Problems with a System's ability to meet current demand (e.g. heating equipment that cannot adequately cover its intended area).
  - Energy - Conditions that adversely affect energy use (e.g. single-pane windows, lack of pipe insulation).

- 
- Maintenance - Systems that require routine maintenance (e.g. recalibration of thermostats, cleaning of ducts, cyclical painting, other aesthetic considerations).
  - Mission - Systems that do not meet the critical standards of the organization, as per guidelines provided by the client (e.g. a facility needs to be operational on a 24/7 basis, therefore redundancy/backup components need to be added; required additions/alterations associated with the conversion of a classroom facility into a dormitory; client driven security vulnerabilities).
  - Sustainability - Improvements where Systems potentially have a sustainable opportunity, other than Energy based (e.g. water conservation measures; use of building materials and resources based on sustainable procurement and with recycled/bio-based content; improvement of indoor environmental quality and considerations that reduce the impact of the building and its operations on the surrounding site).
  - Technological Improvements - Conditions that need to be made modern to meet current technological standards (e.g. pneumatic to DDC; non-energy based upgrades).
  - Regulatory
    - Accessibility - Conditions that violate accessibility guidelines (e.g. non-accessible building entrances, plumbing fixtures, or door hardware).
    - Building Code - Conditions that violate applicable federal, provincial, regional and municipal regulatory requirements (e.g. lack of backflow protection, insufficient ventilation).
    - HazMat - Regulatory issues associated with Asbestos, Lead, PCB, and other situations in which hazardous materials are known or suspected to be present in the Asset (e.g. suspected asbestos pipe insulation or floor tiles).
    - Life Safety - Conditions that pose an immediate danger to human life or safety (e.g. blocked emergency egress, dead-end corridors, damaged and/or non-functional fire protection or emergency Systems).

The majority of requirements are usually classified in "Integrity" and a sub classification of Reliability or Lifecycle.

## **RS 3.0 Component/System Related Requirements**

This section describes the work that the consultant/assessor will perform at the component level when producing a BCR.

### **RS 3.1 Validation of the Component/Systems List**

The VFA Survey for any asset contains a system list specific to its building and site improvements. To ensure the BCR will cover the entire asset, the first task in writing a BCR shall be to validate the existing system list. The existence of each system in the list shall be confirmed by visual confirmation at the building and site. Use the master system list in VFA Survey as a guide to establishing the granularity to which the building will be broken down. Systems in this list, but not found in the building shall be deleted. Misclassifications (e.g. B1021 Flat Roof Construction instead of B1022 Pitched Roof Construction) shall be reclassified correctly. Systems in the building but missing from the building system list shall be added.

### **RS 3.2 Component/System Name**

There is one system level description field associated with each system. If a narrative already exists, then it shall be reviewed and modified to reflect the current situation. This description field has a character limitation of 4,000 characters therefore narratives should be brief, concise and current to reflect BCR assessment.

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### RS 3.3 Component/System Details

Associated with each component listed, there are several component details that shall be reviewed and updated as necessary. These details are:

- Expected life
- Component/System Cost (if a replacement event is included)
- Quantity (quantities associated to all the components/systems covered in the 30year horizon)
- Measurement units to use for the quantity field above
- Last Major Action Year

The definition and requirements for each field are listed below:

#### RS3.3.1 Expected life span

The expected life span of a component is an estimate of the number of years a component will last, from brand new, before it must be replaced or rehabilitated. See section 2.0 regarding Heritage designated buildings.

#### RS3.3.2 Last Major Action Year

The last major action year for a component is the last year the component was replaced or renovated to the point where its` expected life is now as long as if it were new. The consultant/assessor will update this field for each component in the asset as part of the BCR. If the last major action year is not known, then it shall be determined by subtracting the expected life for that component from the year the next replacement or renewal renovation is recommended. If the component has never been replaced, the consultant/assessor will use the year of construction as the last major action year for that component.

#### RS 3.3.3 Measurement Units

Select the appropriate measurement unit for the quantity number entered in the field above. Selections required by the costing tool are:

- Bhp           Boiler capacity is specified in Boiler Horse Power
- cool tons    Air Handling Unit cooling capacity is specified in cool tons
- ea            Number of units (e.g. doors, fixtures, etc.)
- flts           The number of flights of stairs in the building
- Hp            The total horsepower of the HVAC pumps
- level         The number of levels an escalator rises/drops
- ltr            Size of tanks in liters
- m             Length of a component in meters
- m2            Area of a component in square meters
- pt            Total number of sensing and control points in a control system
- seat          Total number of seats (e.g. bleachers)
- ea            The number of stops (floors) an elevator services
- sum          Total cost of the unit (e.g. traffic control system)

If the correct units are missing from the VFA data, make reference to the correct units in the Component/System description narrative field.

#### RS 3.3.4 Quantity (of the component/system)

The quantity of the element or component/system in the building shall be determined for replacement cost estimating purposes. Distance, area and volume measurements shall be measured using the metric system. These values are required to calculate component replacement costs.

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### **RS3.3.5 Component/System Cost**

The Replacement Cost of each system shall be automatically populated in the survey based on its Quantity and Unit Cost. If this cost is inaccurate, an Adjustment Factor is available to the assessor to modify.

### **RS 3.4 Component Narratives/System Descriptions**

There is one system level description field associated with each system. If a narrative already exists, then it shall be reviewed and modified to reflect the current situation. This description field has a character limitation of 4,000 characters therefore narratives should be brief, concise and current to reflect BCR assessment.

#### **RS 3.4.1 Component/System Description**

The description of the component or system should include:

- Component/System name
- Year installed
- Basic Description (i.e. description of wall assembly, window, roof type, make/model of equipment)
- The location of the component/system
- The quality of the component/system (excellent, good, average, fair, poor)
- The capacity or performance of the component/system
- The replacement cost
- Identification of Character Defining Elements

This information is to be recorded against the component or system and carried forward in the executive summary.

#### **RS 3.4.2 Component/System Condition and Anticipated Replacement Date**

This narrative field should include:

- An assessment of the impact of each of the components deficiencies on the component's remaining life
- Quality and service conditions that will lengthen or shorten the component's expected life span, for example:
  - i. Below average quality component
  - ii. Inappropriate component or system design
  - iii. No longer supported by the supplier
  - iv. Inadequate maintenance
  - v. Inadequate performance
  - vi. Damage from external sources
- The rationale for component's condition rating (Excellent, Good, Average, Fair or Poor).
- The year the component/system was last replaced and establishment of the next replacement or rehabilitation date.
- An overview of the component's/system's condition and the recommendations/predictions for future repair and replacement projects. (Details of particularly damaged components/systems should be provided in the format of the matrix below in section 3.6 which can be captured in VFA as a PDF file attachment with a reference flag within the event description narrative field)

#### **RS 3.4.3 BCR Condition Narrative**

If, during the last Building Performance Review (BPR), one or more components were considered operationally unsatisfactory, the BPR team will have given each of those component an "unsatisfactory" status and filled in this narrative field describing the reason why. The consultant/assessor will review this narrative field for each "unsatisfactory" component and

recommend and cost a course of action to rectify the problem described in the form of an event. Discussions with the Property Management team shall be held to ensure the consultant/assessor fully understands the problem described for each "unsatisfactory" component. Include conservation advice from conservation professionals for designated buildings.

### RS 3.5 Component/System Inspection and the Component Evaluation Criteria List

Each component in the AVS tool has a list of possible deficiencies associated with it. As part of the inspection process, the deficiency list for each component shall be reviewed and those deficiencies found to be present identified by a mouse click in the default box for each one. A note/narrative can be entered to further explain the deficiency.

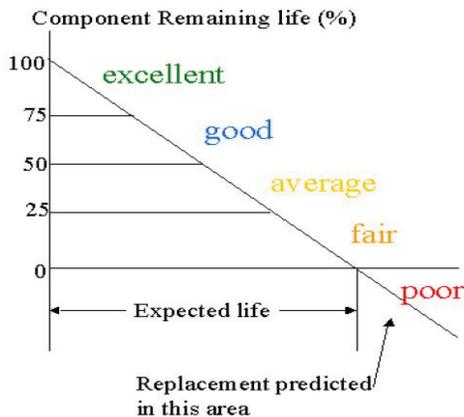
### RS 3.6 Establishing Component/System Condition

The first step in establishing the condition of a component is to decide on a component's remaining life. The remaining life shall be determined by considering the following factors:

- Age of the component
- Character Defining Elements in Designated Buildings
- Component expected life
- Identified deficiencies
- The component service conditions including duty cycles, weather conditions, hours of operation.
- Maintenance practices
- Obsolescence
- Operational or functional performance problems

Then, as a result of the inspection process the condition of each component shall be determined as "excellent", "good", "average", "fair" or "poor". For purposes of consistency, each of these five possible conditions is related to the remaining life of a component divided by its expected or theoretical life expressed as a percentage. The following chart can illustrate how this works at a basic level.

Note: Percentages at the boundaries between two conditions shall link to the condition below the boundary. (E.g. 50% of life remaining would imply average condition).



**Note:** Even though the component's/system condition rating has been established as (Good, Fair, Poor). Certain Components/Systems require additional scrutiny to a **level 4** based on the industry standard Unifomat II – ASTM. The greater the matrix score the better the condition so use this additional scrutiny to re-confirm the system status before placing the narrative in the system status description.

Total Number of Score Available Per Component/System is 1 to 10 - Weight Factor Range is 1 to 15  
Maximum Total Weighted Points 1200

- Between 700 and 1200 Points = Good Condition
- Between 400 and 700 Points = Fair Condition
- Less than 400 Points = Poor Condition

	<u>Criteria</u>	<u>Description</u>	<u>Score</u>	<u>Weight Factor</u>	<u>Total Weighted Points</u>
1	% of Remaining economic life	Less than 25% of L/C = 10 Between 26% and 50% of L/C = 9 Between 51% and 75% of L/C = 7 Between 76% and 100 % of L/C = 4 Exceeded 100% of LC = 3 Exceeded 125 % of LC = 2 Exceeded 150% of LC = 1		3	
2	Equipment parts obsolescence	Parts available = 10 Parts are becoming rare = 7 Parts can be custom made = 3 Parts not available = 1		4	
3	No longer supported by the supplier	Still supported by supplier = 10 Supplier support diminishing = 7 Alternate support available = 3 No Support = 1		4	
4	Design problems & deficiencies (DP&D)	No (DP&D) = 10 Minor (DP&D) = 7 Major (DP&D) = 3 (DP&D) cannot be fixed = 1		4	
5	Operational performance problems	No operational problems = 10 Minor operational problems = 7		5	

		Major operational problems = 3 Doesn't meet requirements = 1			
6	Functional performance problems	No functional problems = 10 Minor functional problems = 7 Major functional problems = 3 Doesn't meet requirements = 1		5	
7	Code Compliance	Code compliant = 10 Minor code problems = 7 Major code problems = 3 Immediate H/S code problems = 1		5	
8	Confirmation of regulatory testing,	Yes = 10 No = 1		6	
9	Maintenance practices	Reactive = 1 Scheduled PM = 5 Enhanced PM = 10		6	
10	Design problems and deficiencies that affect O&M activities	Yes = 1 Yes minor = 5 No = 10		4	
11	The component in service conditions	Low service conditions = 10 Medium service conditions = 7 High service conditions = 3 Extreme service conditions = 1		3	
12	State of repair or damage	Poor needs attention = 1 Poor = 3		10	

		Fair needs attention = 5 Fair = 7 Good = 9 Excellent = 10			
13	Aesthetic Appearance	Pleasing = 10 Not pleasing = 1		3	
14	Environmental (releases, GHG emissions, energy)	Low risk = 10 Med risk = 5 High risk = 1		3	
15	Demand Capacity	Yes met = 10 Pressured = 5 Not met = 1		5	
16	Industrial History of Unit	Yes history of Problems = 1 Average history of problems = 5 No history of problems = 10		10	
17	History of Leaks, Failures, shutdowns (events)	Yes = 1 No = 10		10	
18	More Reliable Technology Exists	Yes = 0 No = 10		2	
19	Provincial or Federal Policy Drivers	Yes = 1 No = 10		4	
20	Consultants Condition Judgment (Knowledge & Experience)	Overall condition poor = 1 Overall condition fair = 5 Overall condition good = 10		15	
				<b>TOTAL</b>	

**RS 3.6.1 Establishing Service Condition factors for all Components/systems.**

- Once the component condition is established to suit the basic overview, the Consultant shall address additional specifics on the Component Conditions to be able to minimize the Risk to the Management and Operations of the Portfolio by the Owner Investor.

**Specifically evaluating assessed components of the building for Operational Criticality :**

Take the completed BCR Asset Tracker & reports of the building to create as follows:

- Focus on the Unifomat level 4 list of components for this exercise and review all the narratives and component/system conditions on the Asset Tracker spreadsheets.
  - Assess the condition of the building component/systems as determined under the category of "Event / Requirement Listings", then indicate the component's/system's remaining life. There are hundreds of sub-components that affect the Criticality status of the building so ensure to group the categories to suit the "ASTM Unifomat II classification for Building Elements" . Establish the sub-elements as per the ASTM Standard and NISD standard structures.
  - Review the "Priorities", and "action required" timelines in the Narratives as well as all the available supporting studies provided by the Asset in the format of a Criticality assessment as described below.
  - Provide each line to represent each of the required components to be assessed. Additional sub-categories may be deemed necessary as the process begins.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Unifomat Level 4 – Required Component review headings.</b>															
Unifomat identification number															

**Create the summary chart for inclusion in the final criticality assessment report.**

- Provide from left to right 15 columns each representing 1 year of the 15 year life cycle span.
- Where each row (system component) intersects a year we will insert a value which represents the systems/ component condition.(The condition value will comprise two factors)
- These factors applied together consider health and safety/continuity of operation/ asset threat and regulatory compliance.
- Good condition (score 5)
- Low risk of failure (score 4)
- Medium risk – but near end of life – less than 5 years remaining (score 3)
- Critical condition – high risk of failure (score 2)
- System failed (score 1)
- Produce a heat map broken down into three distinct horizons (i.e. **1-5 years, 6-10 years, 11-15 years**) per high level system where each distinct horizon will be colour coded to the reflect the following as applicable:

- .1 **Black** = Already failed and needs immediate action
- .2 **Red** = Imminent Timeline Failure
- .3 **Yellow** = Deferred Intermediate Timeline Failure
- .4 **Green** = Deferred Long-Term Timeline Failure

11. Once this chart is generated, the conditions as colour coded need to be rated in terms of criticality within the component category. This determines the true criticality relative to the overall Asset condition. Multiply the rating factor on the chart by the specific condition rating described below to get a new criticality value.
12. The final criticality assessment value provides for the highest criticality of renewals and condition of the building elements. The heat map will now have a change in colour coding for the building systems on the 15 year planning horizon where **0 to 30 points are in red** for the highest criticality of renewal, **31 to 70 points in yellow** for medium, and **71 to 100 points in green** for low.
13. The scoring of the major component categories will comprise of 4 scoring categories at a maximum of 25 points each under the four factors listed above. **Health and safety, Continuity of operation, Asset threat and Regulatory compliance.**
14. (4 x 25points = 100 points maximum).

<b>Health and Safety (Criterion 4 – Health &amp; Safety)</b>	
Description	Condition Rating
No exposure to hazards or injuries.	5
No exposure to hazards under normal operation.	4
Minor exposure to hazards and/or non-disabling injury.	3
Significant exposure to hazards and/or non-disabling injury.	2
Definite exposure to hazards capable of causing disabling injury or death. Immediate action required.	1

<b>Continuity of Operations (Criterion 2 – Strategy)</b>	
Description	Condition Rating
Failure of component/system can be corrected with minimal effect upon the users of the asset. Repairs can be undertaken without significant disruption to workspace during normal working hours.	5

Failure of the component/system can be corrected with minimal effect upon the users of the asset during normal working hours, however users may experience disruptive noise and activity in their general vicinity for an extended period.	4
Failure of the component/system cannot be corrected without evacuating a portion of the building for a brief period.	3
Failure of the component/system cannot be corrected without evacuating a portion of the building for an extended period.	2
Failure of the component/system cannot be corrected without evacuating the entire asset for an extended period.	1

<b>Threat to Asset (Criterion 2 – Strategy)</b>	
<b>Description</b>	<b>Condition Rating</b>
No exposure to hazards. Condition of the component/system has no relationship to the physical integrity of the asset.	5
Minor exposure to hazards under normal operations.	4
Some exposure to hazards. Failure of the component/system may have deleterious, localized effect on the physical integrity of the asset.	3
Major exposure to hazards.	2
Extreme exposure to hazards. Failure of the component/system has immediate and profound effect on the overall physical integrity of the asset.	1

<b>Regulatory Compliance (Criterion 2 – Strategy)</b>	
<b>Description</b>	<b>Condition Rating</b>
Component/system is fully compliant with current/fire codes and standards.	5
Component/system is partially compliant with applicable codes and standards.	4
Component/system has been identified as not compliant with applicable codes and standards.	3

Component/system is not compliant with applicable codes and standards, and has been identified as a life safety concern by authorities having jurisdiction.	2
Component/system is not compliant with applicable codes and standards, and authorities having jurisdiction have identified it as a major life safety threat. Immediate action is required.	1

The Consultants assigned to each Asset is already looking at the components and the rest of remaining life so there is an advantage to target a baseline of the findings to a common standard. This standard needs to be expressed by means of an FCI calculation for three of the six Criteria under the “National Capital Project Priority Ranking Policy”.

Based on a fiscally tight environment where the renewal needs are to be tiered according to levels of **Criticality**, the three Criteria of six identified in the National Capital Ranking Policy that directly impact Asset Planning Criticality are:

- Criterion 2 – Strategy**
- Criterion 3 – Timing**
- Criterion 4 – Health & Safety**

Asset assessments in the NCA will focus on **Criterion 4 “Health and Safety”** which by default will also address **“Threat to the Asset and Continuity of Operations”**. The Life Cycle timeline in our Criticality (Stand Alone) assessment scope of work will give the timing within a 15 year window and allow for integrated planning strategy according to the Asset Tracker and Criticality Heat Map.

### **RS 3.7 Required Component/System Photographs**

A good photograph is worth a thousand words. To give a better understanding of the asset, the consultant/assessor will always include as many photographs (up to 10) as it takes to adequately describe the condition of the component being reviewed.

The Consultant shall provide at a minimum photographs of every component/system in the entire Asset. For Components/Systems with multiple types, one photograph is inadequate. E.g. One photo for an asset with stone and brick and other masonry cladding is not acceptable. Provide at least one photo for each type of cladding material which can be sub-categories to the Component/System.

These photograph files, as well as those specified elsewhere in this document, must be:

- .JPG or .JPEG files.
- Less than 2 MB.

VFA Auditor includes advanced Photo Management functionality allowing users to link multiple photos to an Asset, System, and Requirements. Users have the option to link photos directly from a mobile device camera (iPad only at this time) or select from a camera roll or photo folder. Position the subject matter in the photo as such that it is close enough to clearly present the required details of the component and the issue, if any, yet show surrounding detail so that the photo location can be confirmed.

### **RS 4.0 Event Related Requirements**

Once the process of evaluating a component’s condition has been completed, the recommended replacement or repair events shall be entered into the AVS application.

When generating a report in the CAPS application, the user can check a box that will cause virtual events to be included in the report. Virtual cycling will automatically repeat all the repair/replacement events

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entered for one complete lifecycle for each component. The number entered into the component data field labeled "expected life" determines the component lifecycle. PWGSC has decided to make use of this feature. Therefore the consultant/assessor will only enter one lifecycle (expected life) worth of repair events and replacement events into the AVS tool.

## **RS 4.1 Event Details**

The event details listed below shall be validated and entered or updated in the AVS file for every new or existing event.

### **RS 4.1.1 Brief Event Description**

This description is used in VFA reports and should therefore be as short and concise as possible, preferably no more than 40 characters. (e.g. replace roof, repair boiler, etc.)

### **RS 4.1.2 Event Narratives**

There are three event narratives associated with each event. Each of these narratives is listed below along with a description of the content required for each.

#### **Event Description**

The following information shall be included in every event description:

- A full description of what is to be done (include advice from conservation consultants and conservators as required for Character Defining Elements)
- The results expected from event implementation
- If the PSPC costing tool is not used to calculate component replacement events, describe why and provide costing breakdown.

#### **Event Justification and Strategy**

The following information shall be included in this narrative field:

- Any pertinent background information
- Rational for why the event is required.
- List of what deficiency(ies) is the event correcting or enhancement is it providing.
- Indicate any potential for cost savings, increased performance, changes in function, reduction in energy consumption, greater code compliance, and increased accessibility.
- Identify Character Defining Elements of heritage designated buildings and seek advice from a heritage professional
- How the event should be carried out; steps required
- Indicate if it would be better to wait for a particular time of year?
- Will the tenants be disrupted?
- Describe the precautions that should be adhered to, to minimize impact on the tenant and building operations.
- List other events that should be grouped with this event and implemented together.

#### **Implication of Event Deferral (Risks)**

The answers to the following questions shall be included in this event narrative:

- What will be the impact on asset operations if the event is delayed?
- Will there be any additional degradation (cost) if the event is delayed?
- Does it involve a Character Defining Element(s)
- What is the potential impact of other components if the event is delayed?
- What is the impact on the tenants' health and working environment if the event is delayed?
- What is the impact on other related events/projects?

### **RS 4.1.3 Current Event Year**

The recommended year of event implementation shall be validated and provided in the report.

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#### **RS4.1.4 Estimated Event Cost**

In VFA, the replacement costs are automatically populated. However, the Consultant is expected to look at the condition ratings and remaining life to be able to adjust accordingly. Alternatively, the total estimated event cost at a class D accuracy, in current year dollars, shall be validated and provided as follows;

The budget estimations shall be developed using R.S. Means and the SOA Consultant's cost data experience with previous similar projects. If the project is deemed critical, the NCA reserves the right to have a Cost Consultant mandatory in the contract for third party verifications that are acceptable to the Crown. The budget provided shall include – at a minimum - demolition, mobilization, material, labour, soft costs such as engineering, project management and contingency as applicable to the event or project. The event budget breakdown percentages are customized to scope of work of each event; however typical event budgets is in the Report should be in the range as follows:

Labour and materials – 60%

Contingency – 15%

Soft costs – 25%

It should be noted that the Current Replacement Value (CRV) and the event costs should be determined based on different approaches. The CRV for the building is the total amount of expenditure in current dollars required to replace the asset and meet the current acceptable standards of construction, and comply with regulatory requirements. The CRV at the component level is an approximate cost contribution at component or system level to the total CRV. The event costs are event scope specific and cannot be compared with the CRV. The renewal budget includes an inflation of two (2%) percent which is added per year from 2015 to 2043 which is based on the past ten (10) year historic average. The budget typically should not include applicable taxes.

#### **RS 4.2 Requirement Descriptions**

In VFA there is one description field associated with each Requirement as detailed below along with a description of their required content.

The following information shall be included in every Requirement description:

- A full description of what is to be done;
- The expected results;
- The justification and strategy, including the following details;
  - Rational for why the event is required.
  - List of what deficiency(ies) is the event correcting or enhancement is it providing.
  - Indicate any potential for cost savings, increased performance, changes in function, reduction in energy consumption, greater code compliance, and increased accessibility.
  - How the event should be carried out / steps required.
  - Indicate if it would be better to wait for a particular time of year.
  - Identify potential tenant disruptions.
  - Describe the precautions that should be adhered to, to minimize impact on the tenant and building operations.
  - List other requirements that should be grouped with this event and implemented together.

##### **RS 4.2.1 Implication of Requirement Deferral**

In VFA the answers to the following questions shall be included in the description field:

- What will be the impact on asset operations if the event is delayed?
- Will there be any additional degradation (cost) if the event is delayed?

- 
- What is the potential impact of other systems if the event is delayed?
  - What is the impact on the tenant's health and working environment if the event is delayed?
  - What is the impact on other related requirements/projects?

### **RS 4.2.2 Closing a completed requirement**

In VFA the assessor is to "Close" Requirements that are 100% complete. When reviewing an overdue/deferred Requirement, it is imperative that the assessor does not close it unless the issue has been 100% completed and resolved. In the case of overdue/deferred Requirements where the details are inaccurate, the assessor shall modify the details. Deleting an overdue/deferred Requirement and creating a new one skews FCI and related calculations resulting in a false picture of asset condition. The assessor can split a requirement to show that 30% of the requirement has been completed thus leaving 70% open.

### **RS 4.3 Required Event Photographs**

In addition to the photographs required under section 3.7, a photo shall be included if:

- There is visual evidence of damage or wear.
- There is a visually evident health or safety risk.
- There is a visually evident code or directive compliance issue.
- The photograph will help explain the requirement implementation strategy.
- Visual evidence is required to explain the requirement implementation strategy.

## **RS 5.0 Asset Data Requirements as they relate to VFA**

The asset data requirements for a BCR are described in this section.

### **RS 5.2 Asset Details**

There is only one asset detail to be filled in; "Date of Most Recent Assessment". The date the BCR will be completed shall be entered into this field.

#### **RS 5.2.2 Asset Photographs**

The assessor will include a recent photograph of the front of the building and a description, including building name and location.

Refer to section 3.7 for photograph specifications.

#### **RS 5.2.3 Asset Narratives**

Note that all VFA narrative fields are limited to 4,000 characters, which equates to around one page of text. In cases where existing narratives exceed this limitation, the content will be truncated; however its full content will be available in a document attached to the asset for first time review and update in VFA. All narrative fields must be updated when updating a BCR in VFA.

##### **RS 5.2.3.1 BCR Project Team and Documents**

Include the following information:

- Brief introduction identifying initiation details and requested scope.
- List of participants (inspection team members, asset staff, others), including: name, discipline, company, date of site visit.
- Limitations on liability.
- List of documents reviewed.
- List of drawings reviewed.
- List of other information reviewed.

- 
- List of reference documents (codes, polices, standards, etc.).

### **RS 5.2.3.2 Building History**

Include the following information:

- Original design information, including facility type/use, size (storeys/levels), date and designer.
- Original construction information, including completion date, contractor, and supervision.
- Subsequent addition(s) information, including dates, type/use, size (storeys/levels), designer, contractor, supervision, and date(s).
- Major alteration/renovation information, including dates and brief scope(s).
- Changes in the facility use and/or occupancy.
- Heritage status.

### **RS 5.2.3.3 BCR Executive Summary**

Include the following information:

- A brief summary of the asset, including: municipal address, name (if applicable), current use, and heritage status.
- A brief summary of the building, including: location/orientation on the site, number of storeys above grade, other storeys (i.e. below grade and/or rooftop penthouses), construction (frame and exterior walls), and gross floor area.
- A brief summary of the site, including: size, surrounding features (streets, development, etc.), paved vehicle areas, and other significant site improvements.
- List of Federal tenants.
- List of private sector and 3<sup>rd</sup> party tenants.
- Custodial department.
- Property management provider(s).
- An overall assessment of the condition of the asset and provide an estimate of its remaining service life.

### **RS 5.2.3.4 Design Parameters & Deficiencies – current & future**

Review and modify as necessary preamble for design/performance – provided.

If a Functionality/Serviceability assessment has been carried out since the last BCR was completed:

- Review the identified serviceability issues.
- Provide under this heading in the VFA Survey a written overview describing the issues reviewed and the recommended corrective actions.
- Create and enter Requirements into the BCR Survey for each recommended corrective action.

If a Functionality/Serviceability Assessment has not been completed, elements that received an unsatisfactory rating during the last BPR shall be considered as the source of serviceability issues:

- Review the identified serviceability issues for each unsatisfactory element.
- Provide under this heading in the BCR Survey a written overview describing the issues reviewed and the recommended corrective actions.
- Create and enter Requirements into the VFA Survey for each recommended corrective action.

See 5.2.16 Building Performance Review for instructions on how to process the information provided and what to add to this narrative field.

For the parameters listed below, the assessor will compare the maximum capacities against those required for the current workstation density, and any workstation density proposed for the future and make recommendations to overcome any physical or code limiting factors (excluding floor area).

If a workstation density for the future is not provided, use the maximum number possible. The maximum possible number of workstations can be calculated by dividing the usable area of the building by the target area allowed per workstation, as per the PWGSC Workplace 2.0 fit-up standard.

The parameters are:

Maximum floor loading;

- Maximum heating capacity;
- Maximum cooling capacity;
- Maximum electrical capacity;
- Elevator capacities;
- Washroom capacities;
- Emergency exit stairwell size.

### **RS 5.2.3.5 Overview of Architectural & Structure Condition**

Provide overviews of the condition and recommendations for the various architectural systems (substructure, shell, interiors, and equipment and fittings), including for each:

- General description.
- General overall condition and performance.
- Any notable exceptions in condition and/or performance.
- Any significant (high cost, health/safety, etc.) elements identified for correction in the short-term.
- General long-term outlook.

### **RS 5.2.3.6 Overview Site Condition**

Provide overviews of the condition and recommendations for the various site systems (site elements, landscaping, and pavements), including for each:

- General description.
- General overall condition and performance.
- Any notable exceptions in condition and/or performance.
- Any significant (high cost, health/safety, etc.) elements identified for correction in the short-term.
- General long-term outlook.

### **RS 5.2.3.7 Overview of Vertical & Horizontal Transportation Condition**

Provide an overview of the condition and recommendations for the vertical/horizon transportation systems, including:

- General description.
- General overall condition and performance.
- Any notable exceptions in condition and/or performance.
- Any significant (high cost, health/safety, etc.) elements identified for correction in the short-term.
- General long-term outlook.

### **RS 5.2.3.8 Overview of Mechanical Systems Condition**

Provide an overview of the condition and recommendations for the mechanical systems, including:

- General description.
- General overall condition and performance.
- Any notable exceptions in condition and/or performance.
- Any significant (high cost, health/safety, etc.) elements identified for correction in the short-term.
- General long-term outlook.

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### **RS 5.2.3.9 Overview of Electrical Systems Condition**

Provide an overview of the condition and recommendations for the electrical systems, including:

- General description.
- General overall condition and performance.
- Any notable exceptions in condition and/or performance.
- Any significant (high cost, health/safety, etc.) elements identified for correction in the short-term.
- General long-term outlook.

### **RS 5.2.3.10 Compliance with Air Quality Targets**

Provide an overview of the indoor air quality in regard to the “TBS Occupational Health and Safety Directive, Appendix A – Temperature and Humidity Targets” and “RPB Standard MD 15000 Mechanical Environmental Standard for Federal Office Buildings, Appendix B – Indoor Air Quality, including:

- Preamble for IAQ – provided.
- Identification of any previously completed IAQ assessment.
- Identification of any previously identified IAQ issues.
- Recommendations for action if necessary - create and enter Requirements into the VFA Survey for any recommended corrective action.

### **RS 5.2.3.11 Regulatory Testing Confirmation**

Provide an overview of the on-site regulatory testing and inspection, including:

- Preamble for regulatory testing and inspection – provided.
- List of regulatory testing and inspection records found and reviewed on-site.
- List of regulatory testing and inspection records not found on-site, and reason why.
- List of regulatory testing and inspection not performed, and reason why.
- Recommendations for remedial action if necessary and the reasons for omission.

### **RS 5.2.3.12 Compliance with Accessibility Standards**

Provide an overview of the status and level of accessibility, including:

- Preamble for accessibility in Federal Crown property – provided.
- Compliance levels as determined in the most recently completed accessibility audit.
- List of identified areas of non-compliance.
- List of any recorded exemptions.
- List of any upgrades to accessibility implemented since completion of the last audit.
- Recommendations for remedial action if necessary - create and enter events into the VFA Survey for each recommended corrective action.

The overview of the standard is to be preceded by a detailed review as described below to be entered in the Accessibility Audit template.

If included as part of the Standing Offer call-up, the consultant shall complete the Accessibility Audit template to be provided by the Departmental Representative, by comparing the current asset configuration against the requirements specified by the 2006 Treasury Board Accessibility Standard for Real Property policy available at the web site listed below.

#### **Accessibility Requirements of the Treasury Board Accessibility Standard for Real Property or subsequent editions**

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12044&section=text>

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**CAN CSA B651-95 Barrier Free Design or CAN CSA B651-04 Accessible Design for the Built Environment Standards (confirm with PSPC the technical standard that is to be referenced prior to commencement of the Building Condition Report).**

Once the template has been completed, the consultant shall enter the recommended Requirements against the relevant systems in the VFA Survey. The year event implementation is recommended and Class "C" cost estimates, including the soft costs as specified in the Requirement costing section shall be included. Other Requirement details and the two narrative fields shall be entered as previously described. One additional Requirement detail indicating the policy year (1995, 2004 or 2012) driving the event may need to be entered by the assessor.

The completed template shall be delivered to PSPC in Microsoft Word 2000 or higher format.

### **RS 5.2.3.13 Overview of Seismic Screening**

Provide an overview of the seismic status, including:

- Preamble for seismic resistance in PWGSC buildings – provided.
- Identification of any previously completed seismic assessment (initial screening and/or subsequent evaluation).
- Identification of the subject area and its seismic rating.
- Recommendations for action if necessary - create and enter events into the VFA Survey for any recommended corrective action.

### **TOR Scope description for Seismic Screenings**

A seismic screening shall be carried out in accordance with NRC's "Manual for Screening of Buildings for Seismic Investigation". The screening shall include a site review, a review of available existing building drawings/reports and the submission of the completed NRC Seismic Screening Form. The form is to contain a photograph of the building, relevant sketch (es) and a completed comments section indicating notable observations and any qualifications used in determining the Structural Priority Index (SPI) score. Comments by consultants should not be limited by the space available on the form. It is recommended that a separate write-up describing relevant observations during the review be included. If, for the specific type of building, significant changes have been made in the seismic provisions of the new 2005 National Building Code of Canada, a brief paragraph describing the nature of the changes shall be included in the comments. A provincially registered professional engineer (structural) shall stamp the Seismic Screening Form with his seal.

### **Context of Screening Results**

The SPI score indicates deviation by contributing seismic factors to current seismic construction practices. It is not a detailed assessment and does not identify the level of specific building vulnerabilities. NRC suggests SPI scores be used for evaluation and planning purposes on the following basis:

- less than 10: low priority for further evaluation;
- between 10 and 20: medium priority for further evaluation;
- between 20 and 30: high priority for further evaluation;
- higher than 30: can be considered an exceptional risk.

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Note: It is understood that NRC's "Manual for Screening of Buildings for Seismic Investigation" was based on NBCC 1990. Should a new screening document based on NBCC 2005 become available, PSPC may require the screening to be carried out in accordance with both the NRC Manual and the new document.

### **TOR Scope description for Detailed Seismic Assessment**

A detailed Seismic Assessment shall include:

1. A gathering and review of existing plans and other documentation on the building;
2. A review of the building's main structural resistance system and elements to both the applicable provincial code, and the NBCC 2015 seismic requirements;
3. Performing relevant on-site investigations and a condition survey of existing elements;
4. Involvement of a geotechnical engineer to address site classifications and foundation requirements;
5. A detailed structural analysis, in accordance to the applicable provincial code and the NBCC 2015, taking into account the proposed alterations and building occupancy;
6. Review of operational and functional systems (i.e. non-structural elements) as it relates to operational and life safety requirements. These include, but are not limited to building systems such as canopies over exit ways, partitions in corridors and stairwells, roof parapets, mechanical and electrical systems, ceilings, and cladding at access/egress locations.;
7. Submission of a seismic assessment report including an evaluation of the sufficiency of the main building structure expressed as a percentage of the applicable provincial code, and the NBCC 2015. The report is also to include an assessment of the non-structural elements identified in 6.

The bulk of the seismic assessment will be done by a structural engineer, but other disciplines (e.g. geotechnical/electrical/mechanical/elevator/architecture) may be required to help coordinate with discipline-specific issues as required. Documents such as NRC's "Guidelines for the Seismic Evaluation of Existing Buildings" and CSA-S832-2014 "Seismic Risk Reduction of Operational and Functional Components of Buildings" shall be considered as reference documents.

### **Options assessment for seismic upgrades**

If the main building structure does not meet 60% of either the applicable provincial code (while it continues to be based on NBCC 1995), or of NBCC 2015 requirements for new construction, upgrade options and approaches are to be investigated, so as to upgrade the seismic resistance of the main structure to at least the 60% level, but preferably to the 100% level. The optimal level of upgrade shall be selected based on financial, functional, operational, security and client requirements. Incorporation of practical aspects of the building alteration is to be carefully considered. New and emerging technologies are also to be carefully considered. Upgrade options for non-structural items are also to be investigated. Options, cost estimates and recommended seismic upgrading approaches are to be documented.

Reference documents such as NRC's "Guideline for Seismic Upgrading Techniques of Building Structures" and the "CSA-S832-2014 Seismic Risk Reduction of Operational and Functional Components of Buildings" are considered as reference documents.

- Selection of an upgrade option (whether 60%, 100% or other level) will include consideration of the following, among others: Seismic performance level;
- Design, project management and construction costs;

- 
- Constructability considerations;
  - Client requirements;
  - Operational requirements;
  - Displacement of building occupants;
  - Long-term flexibility requirements for the building;
  - Architectural aspects of improvements;
  - Heritage aspects.

Consideration of Seismic evaluation options will be documented in part by ensuring:

Renovation plans contain the seismic assessment report name, author and date.

Where seismic upgrade work is not required, the existing level of seismic resistance expressed as a percentage of the current NBCC requirements is to be described on the renovation plans.

Where seismic upgrading work is included, details of the seismic improvements including the level of seismic upgrade in relation to the current NBCC requirements, seismic design loads and design philosophy are to be described on the renovation plans.

#### **RS 5.2.3.14 Overview of Environmental Issues**

Provide an overview of the status of environmental issues, including:

- Preamble for environmental issues – provided.
- Identification of any previously completed environmental assessment.
- Identification of any suspect materials/equipment visually identified on-site.
- Recommendations for action if necessary.

#### **RS 5.2.3.15 Overview of Project Grouping**

This will be defined in detail in each individual TOR as generated for the Asset to be evaluated.

#### **RS 5.2.3.16 Code Compliance Summary**

Include the following information:

- Code compliance preamble - provided.
- Applicable code version in force at the time of: original construction, any subsequent addition(s)/alteration(s), and any major renovations.
- Applicable code version currently in force and the relevant building code data matrix information, including: building area, building height, storeys below grade, sprinklered, major occupancy(ies), subsidiary occupancy(ies), number of streets, construction type, required fire-resistance ratings, and fire alarm.
- Occupant loads, including: maximum potential occupant load based on occupancy type(s), and current occupant load.
- Adequacy of existing washroom fixtures to serve maximum potential occupant load.
- A listing of all identified code issues, including:
  - Code issues covered under individual Systems.
  - General (multi-system) code design issues not already covered under individual Systems.
  - Code issues identified in the code compliance paragraph of the latest version of the BPR (see 5.2.3.17).

Identify for each code issue the applicable reference (i.e. name of code, standard, policy, etc. and its clause, rule, etc.) – e.g. (NBC 3.3.1.17).

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Include for each infraction a recommended corrective action in the form of a Requirement entered into the VFA Survey and indicate if addressing the infraction could be delayed due to the age of the building.

### **RS 5.2.3.17 Building Performance Review**

When completed, the latest BPR will have been entered under this heading in the VFA Survey and each system will have a "Satisfactory" or "Unsatisfactory" rating. The assessor will review the section on tenant satisfaction and discuss any unsatisfactory ratings with the Property Manager. Systems that have ongoing operational issues are to be assessed and recommendations in the form of requirements made to address these issues shall be added to the BCR Survey.

A summary of the issues and recommendations shall be written in narrative field "Design Parameters & Deficiencies – current & future" (see 5.2.3.4).

## **RS 6.0 Survey Inspection Process**

### **RS 6.1 VFA Survey Reports**

The VFA suite can generate various types of reports. Three key report types that will be useful to the BCR team are:

- System/Requirement listing – a list of the asset's Systems and associated Requirement information.
- Condition - a condition report, available with or without pictures, giving a complete record of all data and deficiencies entered into the VFA Survey, including all of the asset narratives (printed off at the beginning of the inspection process, this report can also be used by the BCR inspection team to collect the building condition information).
- Technical Listing - a technical component list giving an overview of System condition and the total of all requirements scheduled in any given year for each system.

### **RS 6.2 VFA Surveys**

When an assessor uses a single person to enter all the data into the BCR Survey, it includes all disciplines. If each discipline lead is required to enter data, separate discipline specific VFA Surveys can be provided. The assessor can specify which approach they wish to use when requesting a Survey for a building.

### **RS 6.3 Interview with the Asset Management Team**

It is the responsibility of the assessor to schedule an interview with the asset management team at the beginning of every building inspection. This meeting will give the assessor an opportunity to validate the asset's system list, confirm the existence of operational problems, collect information about projects that have been completed since the last BCR and schedule escorted access to the building for the BCR team. During the winter months, systems located outside the asset may not be accessible or visible due to a layer of snow. In these circumstances the assessor may use the condition assessment provided by the property management team to prepare a preliminary schedule of proposed requirements. As part of each call-up, the assessor will return to the asset when weather permits, and confirm the condition of all those systems whose condition could not be assessed during the original visit. The assessor will update the BCR with any changes required to reflect actual system condition. This process shall not delay the delivery of the first version of the BCR.

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## RS 6.4 Capital versus Repair

### The Definitions of Capital versus Repair used for Requirement classification in VFA.

Before identifying an event as CAPITAL, the cost must be greater than \$25k, and one or more of the following rules must apply. Otherwise the event should be classified as a REPAIR:

Does the Requirement...

- Provide an increase in quality over original? The work is being done solely for the purpose of improving the functioning of the asset. If however the work is being done due to the poor condition of the system and the replacement is inherently more functional or of higher quality due to being newer, then the event is a Repair Requirement.
- Improve operating efficiency? The work is being done solely for the purpose of improving the operating efficiency of the asset. If, however, the work is being done due to the poor condition of the system and the replacement is inherently more operationally efficient, then the event is a Repair Requirement.
- Add a new item, system or function to the asset? Adding accessibility capability such as door openers to an asset that does not have them would be considered a Capital Requirement, but replacing existing door openers that are in poor condition would be a Repair Requirement.
- Increase the area of the building? Adding a new wing or floor to the asset.

Modifications, Upgrades, Refits, Optimize, Refurbish, Aesthetics etc. These words do not automatically denote a Capital project, but here are some rules to guide you:

- If the optimizations, upgrade etc. are being performed on a technology-related system (Certain electrical systems, DDC Controls, Elevator controls etc) the replacement event is probably an improvement in quality over the original as opposed to a replacement due to physical condition and should therefore be classed as Capital. If an element is being replaced for any reason other than poor condition or obsolescence, its associated event should be classified as Capital.
- Most Lobby refurbishments/refits are for aesthetic purposes. These requirements normally occur before the end of the typical service life of most lobbies finishes, as there is a need to keep the 'street-appeal' of the asset fresh and new. These requirements should be classed as Capital.

## RS 6.5 Requirement Classification

### Requirement Structure

The VFA Requirement subclasses are the same for both Capital and Repair. The Requirement classification chosen shall reflect its primary justification. (E.g. if the purpose of requirement is to remove asbestos, then the Regulatory Hazmat classification would be used, if the purpose of the requirement is to repair a system, then the Integrity-Reliability classification would be used). Examples to aid in classification are provided below within the structure:

The requirement structure is;

- **Integrity**

- Lifecycle

- Components or Systems that are approaching or have exceeded their useful life. (Examples: a 25-year old chiller that is approaching the end of its useful life and is recommended to be replaced within the next 5 years; a 15 year old membrane roof that is prematurely aged and showing signs of wear and leaking)

- Reliability

- Components or Systems that are not working as designed and/or cannot be depended upon, but have not yet exceeded their useful life. (Examples: a recently installed mechanical control that is not operating properly or functioning in an unpredictable manner. Breaches in the roof membrane or deteriorated window sealants).

- **Optimization**

- Abandoned

- Equipment or Facility Systems that have been abandoned in place. (Examples: old cooling tower abandoned on the roof; old oil storage tank abandoned in the basement)

- Capacity

- Problems with a System's ability to meet current demand. (Examples: heating equipment that cannot adequately cover its intended area)

- Energy

- Conditions that adversely affect energy use (Examples: single-pane windows, lack of pipe insulation).

- Maintenance

- Components or Systems that require routine maintenance (Examples: recalibration of thermostats, cleaning of ducts, cyclical painting, other aesthetic considerations)

- Mission

- Components or Systems that do not meet the critical standards of the organization, per the guidelines provided by the client. (Examples: the facility needs to be operational on a 24/7 basis...therefore redundancy/backup components need to be added, e.g. dual-fuel boilers; plant adaptation, e.g. required additions/alterations associated with the conversion of a classroom facility into a dormitory; client driven security vulnerabilities)

- Sustainability

- Improvements where components and/or Systems potentially have a sustainable opportunity (other than Energy based). (Examples: water conservation measures, use of building materials and resources based on sustainable procurement and with recycled/bio-based content, improvement of indoor environmental quality and considerations that reduce the impact of the building and its operations on the surrounding site.)

- Technological Improvements

- Conditions that need to be made modern to meet current tech standards.

(Examples: pneumatic to DDC; non-energy based upgrades).

- **Regulatory**

- o Accessibility  
Conditions that violate accessibility guidelines, such as the Americans with Disabilities Act or Barrier-Free Design Standards. (Examples: non-accessible building entrances, plumbing fixtures, or door hardware)
- o Building Code  
Conditions that violate the client specified local and/or national Building codes (Examples: lack of backflow protection, insufficient ventilation, OSHA violations).
- o HazMat  
Regulatory issues associated with Asbestos, Lead, PCB, and other situations in which hazardous materials are known or suspected to be present in the Asset. (Examples: suspected asbestos pipe insulation or floor tiles)
- o Life Safety  
Conditions that pose an immediate danger to human life or safety. (Examples: blocked emergency egress, dead-end corridors, damaged and/or non-functional fire protection or emergency Systems).

### Required Services Building Condition Report (BCR level 2) Terms of Reference

RS #	FEE summary to be supported by the Level of effort and schedule.		<input checked="" type="checkbox"/> (Serv) Indicates a consultant service requirement. <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> (Note) Indicates (noted) consultant service adjustment below. N/A indicates (not applicable) no consultant service requirement.	Serv	See Note
RS 1.0			<b>Background Information to be reviewed</b>	<input checked="" type="checkbox"/>	
			<b>Building Condition Report</b>	<input checked="" type="checkbox"/>	
RS 1.1		1.1	Manual Process Using Word Files	<input checked="" type="checkbox"/>	
RS 1.2		1.2	Automated Process Using VFA	<input checked="" type="checkbox"/>	
RS 1.3			<b>VFA Surveys</b>	<input checked="" type="checkbox"/>	
RS 2.0		<b>2.0</b>	<b>General Requirements</b>	<input checked="" type="checkbox"/>	
		2.1	Thirty-Year Window of Capital and Repair Requirements	<input checked="" type="checkbox"/>	
		2.2	Component/System list	<input checked="" type="checkbox"/>	
		2.3	Requirements Structure	<input checked="" type="checkbox"/>	
RS 3.0			<b>Component/System Related Requirements</b>	<input checked="" type="checkbox"/>	
RS 3.1		3.1	Validation of the Component/System List	<input checked="" type="checkbox"/>	
RS 3.2		3.2	Component/System Name	<input checked="" type="checkbox"/>	
RS 3.3		3.3	Component/System Details	<input checked="" type="checkbox"/>	
		3.3.1	<ul style="list-style-type: none"> <li>• Expected Life Span</li> </ul>	<input checked="" type="checkbox"/>	
		3.3.2	<ul style="list-style-type: none"> <li>• Last major action year</li> </ul>	<input checked="" type="checkbox"/>	
		3.3.3	<ul style="list-style-type: none"> <li>• Measurement units</li> </ul>	<input checked="" type="checkbox"/>	

		3.3.4	• Quantity (of the Component/Systems)	✓	
		3.3.5	• Component/System narratives	✓	
<b>RS 3.4</b>		3.4	System Narratives	✓	
		3.4.1	• Component/System description	✓	
		3.4.2	• Component/System Condition & Anticipated replacement date	✓	
		3.4.3	• BCR Condition Narratives	✓	
<b>RS 3.5</b>		3.5	Component/System Inspection & Evaluation Criteria List	✓	
<b>RS 3.6</b>		3.6	Establishing Component/System Condition	✓	
		3.6.1	Establishing Service Condition factors for all Components/systems		
<b>RS 3.7</b>		3.7	Required Component/System Photographs	✓	
<b>RS 4.0</b>			<b>Event Related Requirements</b>	✓	
<b>RS 4.1</b>		4.1	Event Details	✓	
		4.1.1	• Brief Event Description	✓	
		4.1.2	• Event Narratives	✓	
		4.1.3	• Current Event Year	✓	
		4.1.4	• Estimated Event Cost	✓	
<b>RS 4.2</b>		4.2	Requirement Descriptions	✓	
		4.2.1	• Implication of Requirement Deferral	✓	
		4.2.2	• Closing a Completed Requirement	✓	
<b>RS 4.3</b>		4.3	Requirement Event Photographs	✓	
<b>RS 5.0</b>			<b>Asset Data Requirements as they relate to VFA</b>	✓	
<b>RS 5.2</b>		5.2	Asset Details	✓	
		5.2.2	Asset Photographs	✓	
		5.2.3	Asset Narratives	✓	

		5.2.3.1	• BCR Project Team and Documents	✓	
		5.2.3.2	• Building History	✓	
		5.2.3.3	• BCR Executive Summary	✓	
		5.2.3.4	• Design Params & Defs – current & future	✓	
		5.2.3.5	• Overview of Architectural & Structure Condition	✓	
		5.2.3.6	• Overview Site Condition	✓	
		5.2.3.7	• Overview of V & H Trans Cond	✓	
		5.2.3.8	• Overview of Mechanical Systems Condition	✓	
		5.2.3.9	• Overview of Electrical Systems Condition	✓	
		5.2.3.10	• Comp w Air Quality Targets	✓	
		5.2.3.11	• Regulatory Testing Confirmation	✓	
		5.2.3.12	• Compliance with Accessibility Standards	✓	
		5.2.3.13	• Overview of Seismic Screening	✓	
		5.2.3.14	• Overview of Environmental Issues	✓	
		5.2.3.15	• Overview of Project Grouping	✓	
		5.2.3.16	• Code Compliance Summary	✓	
		5.2.3.17	• Building Performance Review		
<b>RS 6.0</b>		6.0	<b>Survey Inspection Process</b>	✓	
		6.1	VFA Survey Reports	✓	
		6.2	VFA Surveys	✓	
		6.3	Interview with the Asset Management Team	✓	
		6.4	Capital versus Repair		
		6.5	Requirement Classification		

**GRAND TOTAL FEES**

Excl. taxes + disbursements

**Scope definition and fee structure Template to be used for all proposal submissions.**

Sample of Matrix template for the fee submission of Building Condition Reports (BCR) as per the Standing Offer Section IV - Statement of Work. Standard level – 2 study.

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## SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

### 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).

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

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

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

#### 2.2 Specific Requirements for Proposal Format

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

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

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

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

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## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 MANDATORY REQUIREMENTS

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

#### 3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

#### 3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide Engineering or Architectural Services and must include an Architect, Electrical Engineer, Mechanical Engineer, Structural Engineer, Vertical Transportation Specialist, Cost Consultant and an Environment Specialist, licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Québec.

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

#### 3.1.3 Consultant Team Identification

The consultant team to be identified must include the following:

Offeror (prime consultant)	Architect or Engineer
Key Sub-consultants	Architect Mechanical Engineer Electrical Engineer Structural Engineer
Specialists	Vertical Transportation Specialist Cost Specialist Environment Specialist

Information required: name of firm, key personnel to be assigned to this Standing Offer. For the prime consultant and key sub-consultants/specialists indicate current license as applicable and/or how you intend to meet the provincial licensing/membership requirements. 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).

#### 3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.

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## 3.2 RATED REQUIREMENTS

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

### 3.2.1 Comprehension of the Scope of Services

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

### 3.2.2 Team Approach / Management of Services

1. *What we are looking for:*  
How the team will be organized in its approach and methodology in the delivery of the Required Services and how committed they are to honouring deadlines.
2. *What the Proponent should provide:*  
A description of:
  - a) Roles and responsibilities of key personnel;
  - b) Assignment of the resources and availability of back-up personnel;
  - c) Management and organization (reporting structure);
  - d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
  - e) Quality control techniques;
  - f) Demonstration of how the team intends to meet the 'Project Response Time Requirements' which is 48 hours after reserve number assignment and 10 days after contract award;
  - g) Demonstration of how the team intends to rectify the situation of a missed deliverable deadline or a dissatisfied client and
  - h) Conflict resolution.

### 3.2.3 Proponent's Past Experience on Projects

1. *What we are looking for:*  
The Proponent should demonstrate that over at least the past three (3) years, the Proponent has completed building condition evaluations, component condition evaluations, level 3 assessments, Asset criticality and Integrity analysis, and produced Building Condition Reports, Level 3 assessments and Facility Condition Index/Criticality analysis that include an assessment of building component remaining life and recommendations for component life extension and replacement projects covering a period of at least twenty-five years into the future.

- 
2. *What the Proponent should provide:*
    - a) A brief description of a maximum of five (5) significant building or component condition evaluation projects for large portfolio complexes completed over the last three (3) years by the firm;
    - 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;
    - c) For the above projects, indicate if the Building Condition Data was entered into a VFA survey or facility database;
    - d) Indicate the dates the services were provided for the listed projects;
    - e) Scope of services rendered, project objectives, constraints and deliverables; and
    - f) Client references - name, address, e-mail, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
  3. The Proponent (as defined in the General Instructions G11) 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 firms in each project.

**\*Note: significant is defined as any one or multiple components of a Building System.**

### 3.2.4 Sub Consultant's Past Experience on Projects

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on projects. If the Proponent proposes to provide multi-disciplinary services, which might otherwise be performed by a sub-consultant/ Specialist, it should be reflected under this rated requirement.

1. *What we are looking for:*

The Proponent should demonstrate that their key Sub-Consultants (Architect, Mechanical Engineer, Electrical Engineer and Structural Engineer) have completed building condition evaluations and Building Condition Reports that include an assessment of building component remaining life and recommendations for component life extension and replacement projects covering a period of at least twenty-five years into the future.
2. *What the Proponent should provide:*
  - a) A brief description of a maximum of five (5) significant building or component condition evaluation projects for large portfolio complexes completed over the last three (3) years by the firm;
  - 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;
  - c) For the above projects, indicate if the Building Condition Data was entered into a VFA survey or facility database;
  - d) Indicate the dates the services were provided for the listed projects;
  - e) Scope of services rendered, project objectives, constraints and deliverables; and
  - f) Client references - name, address, e-mail, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

3. Please indicate those projects which were carried out as a Sub-Consultant and which were carried out as a Prime Consultant while stating your responsibilities for each project.
- \*Note: significant is defined as any one or multiple components of a Building System.**

### 3.2.5 Proponent's Senior and Project Personnel Expertise and Experience

1. *What we are looking for:*  
A demonstration that the Proponent has senior and project personnel in the team with the capability, capacity and expertise to provide the required services and deliverables listed in Required Services (RS) Section. Senior should have 10 years + of relevant field experience that will support the services listed in this Standing Offer.
2. *What the Proponent should provide:*  
Submit a maximum of three (3) c.v.'s of senior personnel (one of these c.v.'s should be the alternate to the prime) and two (2) c.v.'s of project personnel, which will perform the majority of the services resulting from the individual Call-ups. Each curriculum vitae should clearly indicate:
  - Years of experience the senior and project personnel has in the provision of the services specified in the Required Services (RS) section;
  - Identify the personnel's years of experience and the number of years with the firm;
  - Professional accreditation;
  - Accomplishments/achievements/awards.
3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). 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 organize and carryout the project;
  - b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule and level of effort, in terms of number of hours for all resource categories;
  - c) appropriateness of assigned resources;
  - d) level of effort;
  - e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, Standing Offer process, working with the government in general); and
  - f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).

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

3. **The Facts:**

When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues. The proponent shall be advised that these responses could be the key difference in evaluation in the event of similar scores between multiple proponents after review of the technical expertise.

**PROJECT 1**

The effective age and remaining economic life of building components in a 60 year old, 15 storey office tower shows that there needs to be multiple events/repairs requiring replacement of building systems and equipment within the 10 year horizon. The building has been recently assessed to be below market value for comparables in the area. What types of reports or studies would you recommend to the client and why?

1. Explain how your Project Approach, Work Breakdown Structure and Level of effort to conduct a Building Condition Report will differ from that of a 40 year old Asset that has not yet been designated or classified under FHBRO review.
2. Describe your understanding, approach, methodology and any special concerns you may have in providing the assessments of the 30 year life cycle for proposed component/system life extension or replacement.

**PROJECT 2**

An Urban high rise complex consists of two towers that are 25 years old. The towers are 12 storeys high each and linked by a two storey concourse for retail commercial use as well as three sub-levels of underground parking garage. One of the towers on the southwest corner of the site has a critical problem with water ingress, air leakage and condensation at the perimeter fenestration.

1. Explain how your Project Approach, Work Breakdown Structure and Level of Effort (LoE) to conduct a Building Condition Report for this complex, would differ from that of a typical office tower in the same downtown core.
2. Describe your understanding, approach, methodology and any special concerns you may have in providing the assessments of the 30 year life cycle for proposed component/system life extension or replacement.

**PROJECT 3**

PWGSC is currently looking at a number of existing Assets in the Portfolio and requiring studies such as Building Condition Assessments to help determine the viability of work space intensification which will target higher yields on floor plates for office occupancy. How will the proponent approach work as a Stand Alone study based on the statistics of Project 1 above?

1. Explain the approach relative to ASHRAE standards for air quality and Health Requirements.

Provide an explanation also on impact to the spaces based on the needs for seismic compliance if a major renovation is undertaken to implement work space intensification throughout the building.

### 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	1.5	0 - 10	0 - 15
Team Approach / Management of Services	1.0	0 - 10	0 - 10
Past Experience	1.5	0 - 10	0 - 15
Sub-Consultant's Past Experience on Projects	1.0	0 - 10	0 - 10
Senior Personnel Expertise and Experience	1.0	0 - 10	0 - 10
Project Personnel Expertise and Experience	1.5	0 - 10	0 - 15
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 sixty (60) 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 sixty (60) points.**

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

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) 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:

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

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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 six (5) Standing Offers.

The allocation of call-ups will be done according to the following ideal distribution:

- 30% of the work given to the consultant ranked first;
- 25% for the consultant ranked second;
- 20% for the third;
- 15% for the fourth
- 10% for the fifth.

## 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 forms provided in Appendix A
- Integrity Provisions – Required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.
- Proposal – one (1) original + three (3) copies
- Front page of Request for Standing Offer
- Front page of Revision(s) to a Request for Standing Offer
  
- Proof of a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

In a separate envelope:

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

Sollicitation No. - N° de l'invitation  
EF934-170545/A  
Client Ref. No. - N° de réf. du client  
EF934-17-0545

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTC-6-39129

Buyer ID - Id de l'acheteur  
mtc560  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX A**

### **Declaration/Certifications Form**

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**Declaration / Certifications Form (page 1 of 5)**

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**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:**

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**Type of Organization**

**Size of Organization**

Sole Proprietorship

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

Partnership

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

Corporation

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

Joint Venture

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

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

Other \_\_\_\_\_

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## Declaration / Certifications Form (page 2 of 5)

### Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and

- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

**OR**

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

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## Declaration / Certifications Form (page 3 of 5)

### 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.

### **Declaration / Certifications Form (page 4 of 5)**

#### **Work Force Adjustment Directive**

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? YES (  ) NO (  )

If so, the Proponent must provide the following information:

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

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

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**Declaration / Certifications Form (page 5 of 5)**

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**Name of Proponent:**

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**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.

Sollicitation No. - N° de l'invitation  
EF934-170545/A  
Client Ref. No. - N° de réf. du client  
EF934-17-0545

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTC-6-39129

Buyer ID - Id de l'acheteur  
mtc560  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX B**

Price Offer

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## APPENDIX B - PRICE OFFER

### INSTRUCTIONS

1. Complete price offer form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Offer Form" typed on the outside.
2. Price offers are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: **Proponents must provide an hourly all inclusive rate for each listed position.** In the event that the firm consists of fewer personnel than listed, provide an hourly all inclusive rate that corresponds with each position listed. The hourly all inclusive rate provided must be equal to or greater than the hourly all inclusive rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly all inclusive rate provided must be equal to or greater than the hourly all inclusive rate provided for the Junior Personnel. Failure to insert an hourly all inclusive rate for each position listed will render your offer non-responsive.
5. The Proponent shall provide a single fixed hourly all inclusive rate for each category of personnel of each sub-consultant and specialist.
  - a. Fixed hourly all inclusive rate for each category of personnel of each Sub-Consultant & Specialists provided by the proponent will be used for years 1 and 2 of the Standing Offer.
  - b. The Standing Offer rates for years 3 and 4 will be determined by using the rates provided for years 1 and 2 adjusted by a percentage increase of **2%**
  - c. The Standing Offer rates for year 5 will be determined by using the rates provided for years 3 and 4 adjusted by a percentage increase of **2%**
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 100 km radius of 800, rue de la Gauchetière O are to be calculated as an integral part of the hourly all inclusive rates. For delivery of services outside of this 100 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy.
7. Training: Firms are advised that all training time is to be calculated as an integral part of the hourly all inclusive rates, for all training provided by PWGSC.
8. Fixed hourly all inclusive 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).
9. In the summary table, Weighted Hourly Rates for each Discipline are to be entered in column B and then multiplied by the weight factor % in column A (provided for evaluation purposes only).
10. In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure the fairness of the Offers.

**APPENDIX B – PRICE OFFER**

Name of Offeror: \_\_\_\_\_

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

**Prime Consultant** \_\_\_\_\_

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	45	\$	\$
Junior Personnel	15	\$	\$
<b>Total:</b>	<b>100</b>		\$

1

**Architect** \_\_\_\_\_

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	45	\$	\$
Junior Personnel	15	\$	\$
<b>Total:</b>	<b>100</b>		\$

2

**Mechanical Engineer** \_\_\_\_\_

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	45	\$	\$
Junior Personnel	15	\$	\$
<b>Total:</b>	<b>100</b>		\$

3

**Electrical Engineer**

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	45	\$	\$
Junior Personnel	15	\$	\$
<b>Total:</b>	<b>100</b>		<b>\$</b>

4

**Structural Engineer**

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	45	\$	\$
Junior Personnel	15	\$	\$
<b>Total:</b>	<b>100</b>		<b>\$</b>

5

**Vertical Transportation Specialist**

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	35	\$	\$
Intermediate Personnel	55	\$	\$
<b>Total:</b>	<b>100</b>		<b>\$</b>

6

**Cost Specialist**

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	35	\$	\$
Intermediate Personnel	55	\$	\$
<b>Total:</b>	<b>100</b>		<b>\$</b>

7

Sollicitation No. - N° de l'invitation  
EF934-170545/A  
Client Ref. No. - N° de réf. du client  
EF934-17-0545

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTC-6-39129

Buyer ID - Id de l'acheteur  
mtc560  
CCC No./N° CCC - FMS No./N° VME

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**Environment Specialist**

	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (all inclusive) (B)</b>	<b>Total (A X B)</b>
Partner or Principals of the firm	10	\$	\$
Senior Personnel	30	\$	\$
Intermediate Personnel	55	\$	\$
Total:	100		\$

8

**Appendix B – Price Offer Summary Table**

Discipline	Weight Factor % (A)	Weighted Hourly Rates (B)	Total (A X B)
Prime Consultant	10%		
Architect	20%		
Mechanical Engineer	20%		
Electrical Engineer	20%		
Structural Engineer	20%		
Vertical Transportation Specialist	5%		
Cost Specialist	3%		
Environment Specialist	2%		
Total:	100		

**Signature of Consultant or Joint Venture Consultants**

..... Signature	..... Signature
..... Capacity	..... Capacity
..... Signature	..... Signature
..... Capacity	..... Capacity

**END OF PRICE OFFER FORM**

## **APPENDIX C**

Attached PFD form

## **DOING BUSINESS WITH QUEBEC**

## **APPENDIX D**

## **SECURITY REQUIREMENT CHECK LIST (SRCL)**



# Doing Business Quebec Region

Architectural and Engineering Services  
May 1<sup>st</sup>, 2013 – GDDE # 721745



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## **SECTION 1 INTRODUCTION**

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

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

## SECTION 2 PWGSC NATIONAL CADD STANDARD

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

Refer to:

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

For the Quebec region:

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

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

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

### 1 Purpose

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

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

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



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

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

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

## **3 Quality Assurance**

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

## **SPECIFICATIONS**

### **1 National Master Specification**

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

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

### **2 Specification Organization**

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

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

### **3 Terminology**

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

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

### **4 Dimensions**

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

## 5 Standards

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

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

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

## 6 Specifying Materials

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

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

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

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

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

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

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

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

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

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

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

“Designated Contractor

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

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

“Designated Contractor

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

and in Part 2 as “Materials

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

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

“Acceptable materials

.1 The only acceptable materials are [ ] .”

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

## **7 Unit Prices**

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

Use the following wording:

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

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

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

## **8 Cash Allowances**

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

## **9 Warranties**

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

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

Delete all references to manufacturers' guarantees.

## **10 Scope of Work**

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

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

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

## **12 Related Sections**

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

## **13 Index**

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

## **14 Regional requirements**

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

## **15 Health and Safety**

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

## **16 Designated Substances Report**

Include "Section 01 14 25 - Designated Substances Report"

## **17 Subsurface Investigation Reports**

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

Subsurface investigation report(s)

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

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

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

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

## **18 Experience and Qualifications**

Remove experience and qualification requirements from specification sections.

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

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

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

## **20 Contracting Issues**

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

Remove all references within the specifications, to the following:

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

## **DRAWINGS**

### **1 Title Blocks**

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

### **2 Dimensions**

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

### **3 Trade Names**

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

### **4 Specification Notes**

No specification type notes are to appear on any drawing.

### **5 Terminology**

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

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

### **6 Information to be included**

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

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

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

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

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

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

## **ADDENDA**

### **1 Format**

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

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

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

### **2 Content**

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

## **DOCUMENTS FOR TENDER CALLS**

### **1 Translation**

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

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

### **2 Consultant shall provide:**

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

### **3 PWGSC shall provide:**

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

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

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

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

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

Submit Class D cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per 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% design contingency allowance is required.

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

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

Submit Class C cost estimates in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors with cost per 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% design contingency allowance is required.

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

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

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

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



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

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

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

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

## **SECTION 5 TIME MANAGEMENT**

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

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

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

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

#### **5.1 Schedule Design**

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

When building a Control System you must consider:

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

#### **5.2 Schedule Development**

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

## **Work Breakdown Structure**

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

The WBS is as follows:

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

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

## **Major and Minor Milestones**

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

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

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

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

## **Activities**

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

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

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



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

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

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

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

### **Project Logic**

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

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

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

### **Activity Duration**

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

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

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

### **Activity List**

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

### **Milestone List**

A Milestone List identifies all project Major and Minor milestones.

## **Master Schedule**

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

## **Detailed Project Schedule**

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

### **5.3 Schedule Review and Approval**

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

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

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

### **5.4 Schedule Monitoring and Control**

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

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

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

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

## **Progress Reports**

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

### **The Progress Report includes:**

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

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

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

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

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

### **Exception Report**

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

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

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

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

## **5.5 Standard issue of documents**

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

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

## 5.6 Schedule Outputs and Reporting Formats

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

### Progress Reports

Paper Size: Letter  
Paper Format: Portrait  
Title Format: Project Title; Report Type; Print Date; Data Date; Revision Block  
Body Text: Narratives for each report to match other reports generated in the D.S.S.  
Variance Report Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete,  
Criticality Report Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float.

### Exception Reports

Paper Size: Letter  
Paper Format: Portrait  
Title Format: Project Title; Report Type; Print Date; Data Date; Revision  
Body Text: Narrative to match other reports generated in the D.S.S.  
Paper Size: Letter  
Paper Format: Landscape  
Title Format: Project Title; Report Type; Print Date; Data Date; Revision  
Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float.

#### Work Breakdown Structure (indent tree):

Paper Size: Letter  
Paper Format: Portrait  
Columns: WBS Code, WBS Name, Duration, Cost estimate, start and finish dates.  
Footer Format: Project Title; Report Type; Print Date; Data Date; Revision Block

### Activity Lists

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

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



## **Milestone Lists**

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

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

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

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

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

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

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

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

## SECTION 6 RISK MANAGEMENT

### 6.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.2 RISK MANAGEMENT CHECKLIST

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

### Resources External to Project Management Team

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



## **Project Scope Delivery**

- ◆ Delivery of Specified Requirement
  - accuracy of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
  - conflicting client priorities
  - low level of client knowledge
  
- ◆ Unstated Client Requirements
  - completeness of client requirements in terms of cost/ schedule / performance / quality and ability to interface with existing environment
  - restricted working conditions
  - opportunities for changes / positive impact
  
- ◆ Stakeholder Requirements, Stated and Unstated
  - low involvement of user groups in scope of definition
  - interface with existing systems
  - restricted working conditions
  - operational needs

## **Site / Asset / Building Actual Conditions**

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

## Government / PWGSC / Client / Context

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

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

Last updated 2011-07-28

<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% <input type="checkbox"/> 99% <input type="checkbox"/> 100% <input type="checkbox"/>	

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>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.			

Item	Verified by:	Comments:	Action by:
<b>Specifications:</b>			
<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> Identify if non-restrictive, non-trade name “prescription” or “performance” specifications are used.			
<b>6c</b> Indicate if a list of acceptable materials have been used.			
<b>6d</b> The term “Acceptable Manufacturers” is not used.			
<b>6e</b> Indicate if sole sourcing has been used.			
<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 drawings and specification sections with the correct number of pages and correct drawing titles and section names.			

Item	Verified by:	Comments:	Action by:
<b>Specifications:</b>			
<b>14 Regional requirements</b>			
<b>14a</b> General Instructions are included (Section 01 11 01 for Quebec region).			
<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>1b</b> The project information in the title block is coordinated between disciplines.			
<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> The project quantity and configuration, dimensions and construction details are included.			
<b>6b</b> References to future work and elements not in contract do not appear or are kept to an absolute minimum and clearly marked.			

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

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

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

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

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

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

## APPENDIX 'B' - Sample of Addendum

Last updated April 22, 2008

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

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

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

### DRAWINGS

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

- 1      A1 Architectural  
      .1

### SPECIFICATIONS

SPEC NOTE: indicate section number and title.

- 1      Section 01 11 01 – Work related general information

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

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

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

Last updated April 22, 2008

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

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

### DRAWINGS AND SPECIFICATIONS

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#### SPECIFICATIONS:

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

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

#### DRAWINGS:

SPEC NOTE: List all Drawings by number and title.

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

## APPENDIX 'D'

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

Issued by:

Real Property Contracting Directorate

PWGSC

**May 2005**

Last Updated: June 3, 2008

Version 1.0

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## PREFACE

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

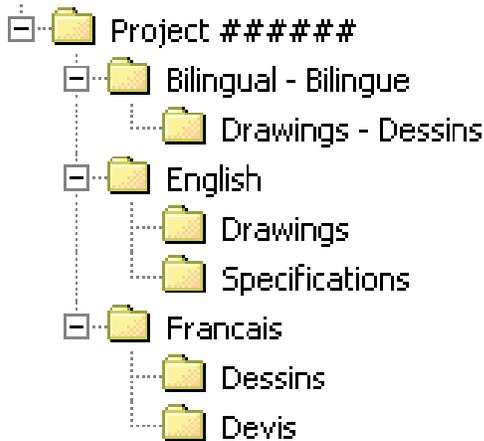
There is therefore a need to adopt a common directory structure and file-naming convention to ensure that the information made available to contractors electronically and in hard (printed) copy is in accordance with the sequence adopted in the real property industries, both for design and construction.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

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

## 1. DIRECTORY STRUCTURE

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

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



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

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

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

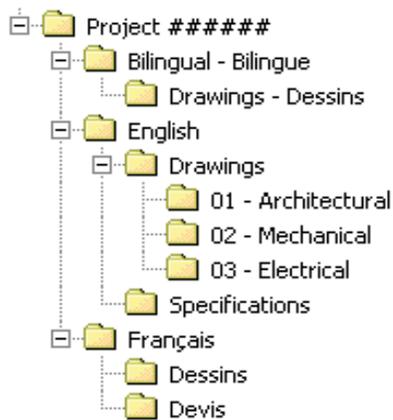
## 1.2 4<sup>th</sup> Tier Sub-Folders for Drawings

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

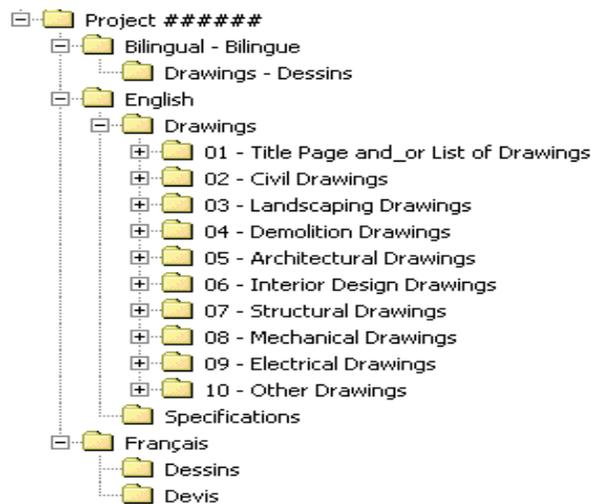
Because the order of appearance of the sub-folders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the sub-folders in the “*Drawings – Dessins*”, “*Drawings*” and “*Dessins*” folders.

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

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



or



### 1.2.1 Naming Convention

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

For the “Drawings” and “Dessins” folders:

## - Y

Where:

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

Y = The title of the folder

Example: 03 – Mechanical

For the “Drawings - Dessins” folder:

## - Y - Z

Where:

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

Y = The English title of the folder

Z = The French title of the folder

Example: 04 - Electrical - Électricité

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

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

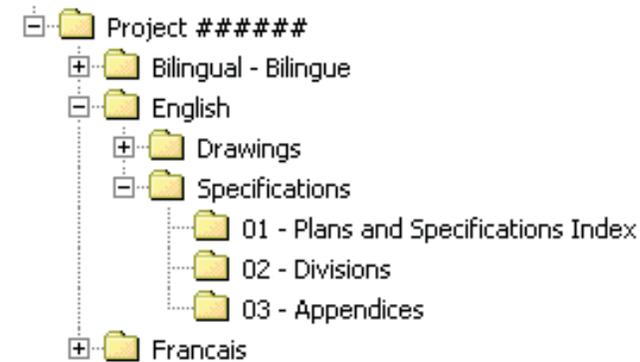
- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the sub-folders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-folder will be printed in alphanumerical order before the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

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

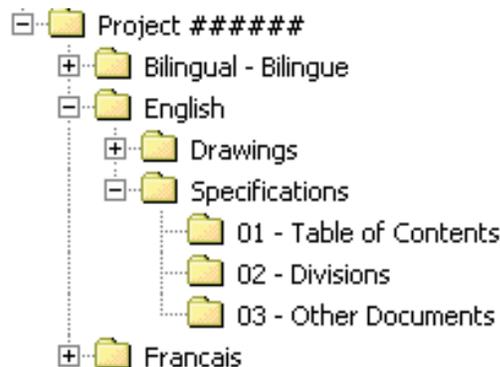
The “*Specifications*” and “*Devis*” folders must have 4<sup>th</sup> Tier sub-folders created to reflect the various elements of the specifications.

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 4th Tier sub-folders is for sorting purposes only and is not tied to an element of the specifications.

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

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

## 2. NAMING CONVENTION FOR PDF FILES

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

### 2.1 Drawings

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

X### - Y

Where:

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

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

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

Example: A001 - First Floor Details

Each drawing that will be located in the appropriate discipline 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:

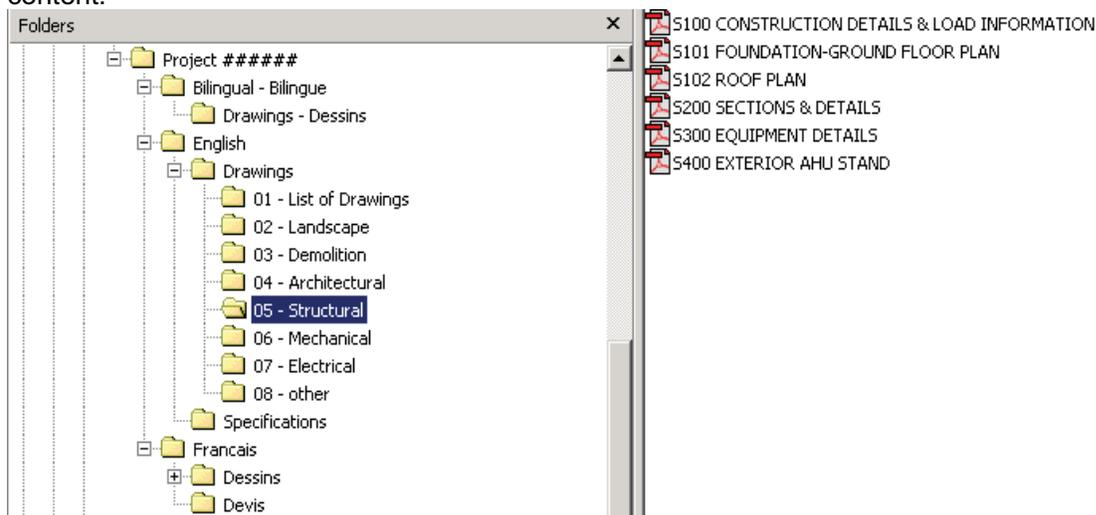
## = A two digit number ranging from 01 to 99 (leading zeros must be included)

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:

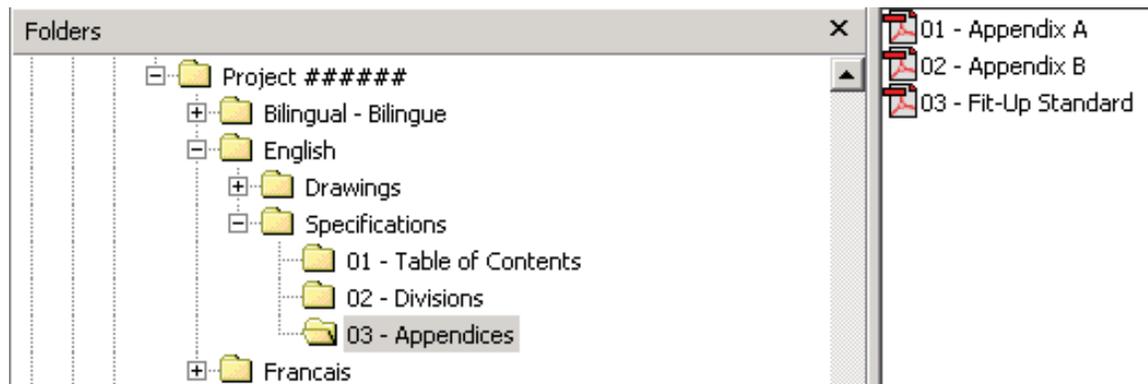
## - Y

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)

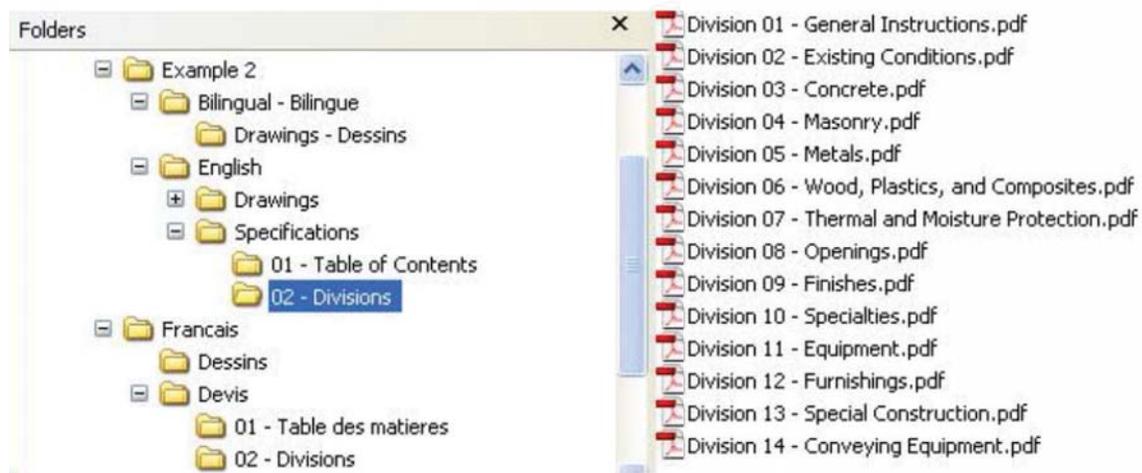
Y = Name of the Specifications Division as per **CSC/CSI MasterFormat™**

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

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## **PREFACE**

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

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

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

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

## 1.0 PRINTER DRIVERS

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

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

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

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

## 2.0 PRINTER CONFIGURATION

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

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

## 3.0 CREATING PDF FILES

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

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

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

## 4.0 PDF FILES SETTINGS

### 4.1 Security

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

## **4.2 Drawing Orientation**

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

## **4.3 Font Type**

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

## **4.4 Resolution**

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

## **4.5 Scale**

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

## **5.0 SCANNING**

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

## **6.0 FINAL CHECKLIST**

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

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

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

## **7.0 ADDITIONAL INFORMATION**

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



Government of Canada

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JUN 07 2016

Contract Number / Numéro du contrat

EF934170545

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



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Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

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

If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

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

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

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

If Yes, will unscreened personnel be escorted?  No  Yes  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  Non  Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).