

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

**Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

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

### Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Northern Contaminated Site Program  
ATB Place North Tower  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Environmental Consulting South Tool	
<b>Solicitation No. - N° de l'invitation</b> EW699-170521/A	<b>Date</b> 2016-12-02
<b>Client Reference No. - N° de référence du client</b> PWGSC EW699-170521	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$NCS-012-10920
<b>File No. - N° de dossier</b> NCS-6-39142 (012)	<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 2017-01-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sarna (NCS), Crystal	<b>Buyer Id - Id de l'acheteur</b> ncs012
<b>Telephone No. - N° de téléphone</b> (204)298-2742 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE, NORTH TOWER 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**REQUEST FOR STANDING OFFER (RFSO)  
MULTIDISCIPLINARY ENVIRONMENTAL CONSULTANT SERVICES  
IN MANITOBA, ALBERTA & SASKATCHEWAN**

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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](#).

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

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

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

### **SI 3 CANADA POST SERVICE DISRUPTION**

In the event of strike activity by the Canada Postal Service, it remains the responsibility of the bidder to ensure that bids are received at the correct bid receiving unit on the correct date and time. Fax can be used to submit bids unless stipulated otherwise.

### **SI 4 HEALTH AND SAFETY REQUIREMENTS**

#### **Workers Compensation**

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
  - a) a Workers Compensation Board letter of good standing as well as a list of all employees of the Company and their title/role who will be or who are anticipated to be physically present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

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## GENERAL INSTRUCTIONS TO PROPONENTS

### 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 DEFINITION**

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

**"Applicable Taxes":**

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

**"Consultant Team":**

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

**"Key Personnel":**

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

**"Price Rating":**

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

**"Proponent":**

"Proponent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

**"PWGSC Evaluation Board":**

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

**"Technical Rating":**

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

## **GI 2 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) Environmental Services and Contaminated Sites Management (ESCSM) on behalf of PWGSC and other client departments has a requirement for

environmental consulting services for various projects on an "as and when requested" basis. Public Works and Government Services Canada is inviting consulting firms with Environmental Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in Manitoba, Alberta and Saskatchewan.

The required environmental services are related to a wide variety of federally controlled contaminated sites work. Additional environmental services may involve; storage tank leaks and spills; abandoned dump sites and landfills; remote northern communities; wharf sites; and other active and abandoned federal sites. The various types of environmental projects will take place in Manitoba, Alberta or Saskatchewan.

Consultants are to assist PWGSC Project Authorities in providing a range of environmental services, including, but not limited to: Project Planning Stage, Assessment Stage (e.g. Phase I/II/III, risk assessments, hazardous material/waste surveys, development of Remedial Action Plans (RAP), reporting and preparation of cost estimates, provision of advice and training , etc.) and provision of Tender Documents and Site Supervision for various environmental projects throughout the Manitoba, Alberta or Saskatchewan..

2. Proponents shall be licensed or eligible to be licensed to practise in the region of contracted work which would be either Manitoba, Alberta and/or Saskatchewan. If a Proponent is licensed to practise in only one of the three provinces and the work is occurring in a different province then the Proponent must be eligible and willing to be licensed in the province in which they are not licensed and where the work is to be performed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is PWGSC's intention to authorize up to five (5) Standing Offers, each for a period of four (4) years from the date of issuing the Standing Offers plus one (1) Option Year. The total dollar value of all Standing Offers is estimated to be \$20,000,000.00 (Applicable Taxes included). Individual call-ups against this Standing Offer must not exceed \$ To be determined at Standing Offer Issuance (Goods and Services Tax or Harmonized Sales 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.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Agreement on Internal Trade (AIT).
5. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Appendix A "Federal Contractors Program for Employment Equity - Certification."
6. For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Appendix A of the bid solicitation.

### **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

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(<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

#### **GI 4 CONTRACTING AUTHORITY AND PROJECT AUTHORITY**

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

Name: Crystal Sarna  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 100-167 Lombard Avenue  
Winnipeg, MB  
  
Telephone: 204-298-2742  
Facsimile: 204-983-7796  
E-mail address: [crystal.sarna@pwgsc-tpsgc.gc.ca](mailto:crystal.sarna@pwgsc-tpsgc.gc.ca)

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

2. The Project Authority for the overall Standing Offer is:

Name: To be announced at Standing Offer issuance  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

3. A specific PWGSC Environmental Services Contaminated Sites Manager will be identified at time of each individual Call-Up, who will act as the Project Authority for the call-up and be responsible for all matters concerning the technical content of the work under each specific 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 working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

#### **GI 9 OVERVIEW OF SELECTION PROCESS**

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

#### **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed in the format requested, on or before the closing date and time set for receipt of proposals;

- c) ensure that the proposal is sent only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
  - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
- 3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
  - 4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
  - 5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
  - 6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
  - 7. Proposal documents and supporting information may be submitted in either English or French.
  - 8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

## **GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS**

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

## **GI 12 EVALUATION OF PRICE**

The price proposal must be submitted in Canadian dollars and will be evaluated excluding Applicable Taxes.

### **GI 13 LIMITATION OF SUBMISSIONS**

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

### **GI 14 LICENSING REQUIREMENTS**

1. Consultant team members and key personnel shall be, or shall 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 I insurance coverage in accordance with the requirements set out in the Request for Standing Offer section GC16 Insurance Requirements and SC1 Supplementary Insurance Requirements, etc.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial, territorial 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.
4. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **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 working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
    - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - (b) the Proponent authorizes the use of the information for this requirement.

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

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

## **GI 23 REVISION OF PROPOSAL**

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

## **GI 24 PERFORMANCE EVALUATION**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. *The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance. However, should the actions of the Consultant require the initiation of a conditional amendment and/or a Termination, PWGSC may proceed with a Vendor Performance Corrective Measure assessment. Additional information about Conditional Amendments and the Vendor Performance Corrective Measure Policy may be found at: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>*

## **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.

## **GI 29 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
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

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## STANDING OFFER PARTICULARS

### SP 1 GENERAL

1. The Consultant acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Consultant offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Consultant understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d) the Standing Offer cannot be assigned or transferred in whole or in part;
  - e) the Standing Offer may be set aside by Canada at any time.
  - f) a Consultant providing services which are described in section Required Services RS11 and those sections which follow shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. This restriction shall also apply if the Consultant is involved in the development of a Project Brief, a Request for Proposal or similar documents for such project. A Consultant with whom PWGSC has a Standing Offer arrangement is free to decline an individual call-up if the Consultant is interested in pursuing future commissions for such project.

### 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 four (4) 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 1 year period 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 \$\_\_\_\_\_ To be determined at time of Standing Offer issuance (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) A 'best-fit' may be applied to any Call-up and requirements, based on the requirements of the Site and Consultant familiarity, in order to provide Canada with best value.

A 'best-fit' Consultant may be considered based on their history in conducting previous phases of a client's project/program/site work. For example, if a Consultant has completed the Phase I, or later, Environmental Site Assessments (ESAs) of a specific client's project, then this Consultant may be considered for a subsequent phase such as Phase II or later ESAs, remedial options review, remedial action plan development, corrective action plans, design and specifications, and/or Human Health and Ecological Risk Assessment (HHERA) developments that flow from the environmental site assessment work. Rationale for this best fit exception would be based on the Consultant's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

b) Unless a best fit is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution based on fees only, therefore ensuring that work is as evenly distributed as possible and as identified to the Contractors in the RFSO/resulting Call-ups. In the case where insufficient funds remain in a Contractor's Standing Offer to complete a Call-up, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

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 business for the top ranked consultant, 25% for the 2nd ranked consultant, 20% for the 3rd ranked consultant, 15% for the 4th ranked consultant, and 10% for the 5th. In the event fewer than five (5) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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The Consultant who is furthest under their respective ideal business distribution percentage (based on fees only) in relation to the other consultants will be selected for the next call-up, unless a best-fit is exception is approved by the Contracting Authority

c) The Project Authority will provide the Consultant with a description of the work using a Terms of Reference (ToR) document. The Work described in the Call-up must be in accordance with the scope of the Standing Offer.

The Terms of Reference (ToR) will contain the details of the activities to be performed, a summary of known on-site hazards, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

The Consultant must provide the Project Authority, within the timeframe described in the ToR, a proposal outlining the proposed approach, methodology and project team to address the ToR of the Call-up requirement, any proposed deviation(s) to the ToR for the specific Call-up, the proposed total estimated cost for performing the call-up work and a breakdown of that cost, established in accordance with the Basis of Pricing specified in the Standing Offer. Price Support for major disbursements (over \$5,000) must be provided with the Consultant's proposal. Three separate estimates must be provided for price support for major disbursements over \$25,000.

Acceptable Price Support includes:

- a. *a current published price list indicating the percentage discount available to Canada; or*
- b. *copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or*
- c. *a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or*
- d. *price or rate certifications; or*
- e. *any other supporting documentation as requested by Canada.*

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.

d) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.

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e) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.

f) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.

g) If the work outlined in the call-up has associated security requirements, the process outlined in SC5 Security Requirements must be adhered to.

h) 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. The Consultant must not commence work until a Call-up is authorized by the Project Authority or the Contracting Authority. The Consultant acknowledges that any work performed before a Call-up has been received and signed will be done at the Consultant's own risk.

i) Any proposed changes to the scope of work are to be discussed with the Project Authority 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.

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## **TERMS AND CONDITIONS**

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

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## 0220DA

## GENERAL CONDITIONS

GC 1	Definitions
GC 2	Interpretations
GC 3	Not applicable
GC 4	Assignment
GC 5	Indemnification
GC 6	Notices
GC 7	Suspension
GC 8	Termination
GC 9	Taking the Services Out of the Consultant's Hands
GC 10	Time and Cost Records to be Kept by the Consultant
GC 11	National or Departmental Security
GC 12	Rights to Intellectual Property
GC 13	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 14	Status of Consultant
GC 15	Declaration by Consultant
GC 16	Insurance Requirements
GC 17	Resolution of Disagreements
GC 18	Amendments
GC 19	Entire Agreement
GC 20	Contingency Fees
GC 21	Harassment in the Workplace
GC 22	Taxes
GC 23	Changes in the Consultant Team
GC 24	Joint and Several Liability
GC 25	Not Applicable
GC 26	International Sanctions
GC 27	Integrity Provisions - Standing Offer
GC 28	Code of Conduct for Procurement – Standing Offer

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## 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;

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

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

**Canada, Crown, Her Majesty or the Government**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

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

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

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

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

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

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

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

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

**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;

"Project Authority "

means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer



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**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**

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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 Project Authority may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, Consultant Services.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
  - (a) the Project Authority 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 Project Authority and the *Consultant*, or
  - (b) the Project Authority 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 Project Authority 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 Project Authority 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 Project Authority who may make copies and take extracts therefrom.

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3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the Project Authority 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 Project Authority 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 Project Authority .
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the Project Authority .

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

1. Definitions

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

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

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

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

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright,

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

## 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

## 3. IP Rights Vest with *Consultant*

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

## 4. Ownership Rights in Deliverables

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

## 5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

The *Consultant* acknowledges that *Canada* may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in article GC 12.5, GC 12.6 and GC 12.7. The *Consultant* agrees that *Canada's* licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such



contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by *Canada* for the purpose of carrying out such a contract.

9. *Consultant's Right to Grant Licence*

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a

*Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

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

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

- 1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the Project Authority.
- 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 Project Authority to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

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

##### **1. General**

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

## 2. **Commercial General Liability**

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

## 3. **Professional Liability**

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

## **GC 17 Resolution of Disagreements**

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
  - (a) The *Consultant* may give a notice of disagreement to the Project Authority . 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 Project Authority ; and
  - (c) The *Consultant* and the Project Authority 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 Project Authority 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 Project Authority 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 Project Authority
- 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.

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5. If the disagreement is not settled, the *Consultant* may make a request to the Project Authority for a written departmental decision and the Project Authority 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 Project Authority if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

#### **GC 18 Amendments**

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

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

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

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

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

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

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant

will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## **GC 22 Taxes**

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency  
  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

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

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the Project Authority 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 Project Authority referred to in paragraph 1, the *Consultant* shall provide notice in writing to the Project Authority 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*.

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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 Project Authority shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The Project Authority, 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 Project Authority does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

#### **GC 24 Joint and Several Liability**

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

#### **GC 25 Not Applicable**

#### **GC 26 International Sanctions**

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

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

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**

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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>) 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 1 Supplementary Insurance Requirements**

Supplementary to what is required under Clause 0220DA General Conditions, GC 16 Insurance Requirements, the *Consultant* shall maintain the following supplementary insurance coverage:

#### **1.1 Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution Liability Insurance and Contractors Professional Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability Insurance policy and Contractors Professional Liability Insurance Policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insured: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,

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Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **SC 2 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 REQUIREMENT**

**When the site is located at a Royal Canadian Mounted Police (RCMP) site, the following may apply:**

### **SECURITY RELATED REQUIREMENTS**

- i. NIL PWGSC security screening required, no access to sensitive information or assets. Contractor Personnel will be escorted by RCMP in specific areas of the facility or site, as and where required by RCMP personnel and/or those authorized by the RCMP to do so on its behalf; and/or
- ii. Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any personnel, at any time.

**When the site is located at a Correctional Service Canada (CSC) site, the following may apply:**

### **SECURITY RELATED REQUIREMENTS**

- iii. NIL security screening required, no access to sensitive information or assets. Contractor Personnel will be escorted in specific areas of the institution as/where required by authorized Correctional Services Canada Personnel.
- iv. Contractor personnel shall submit to a local verifications of identity/information, by Correctional Services Canada, prior to admittance to the institution. Correctional Services Canada reserves the right to deny access to the institution, of any contractor personnel, at any time.

When the site is located at all other Government of Canada departments (other than RCMP and CSC sites), the following security requirements may apply:



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Process for applying security requirements:

1. Prior to initiating the call-up procedures in SP5, the Project authority must:
  - a. complete the Security Requirement Check List (SRCL) in Appendix G.
  - b. The SRCL must be forwarded to the Contracting Authority along with all associated security guides/documents.
2. The Project Authority will then submit the SRCL to the Canadian Industrial Security Directorate (<http://iss-ssi.pwgsc-tpsgc.gc.ca/index-eng.html>) to obtain clauses to be added to the call-up.
3. The complete SRCL, associated security guides/documents, and clauses from CISC, will then be submitted to the Contracting Authority for call-up processing.
4. Prior to issuing the call-up, the proposed consultants will then be verified against the required security clearance levels. Seeking verification of the consultants security clearance will be the responsibility of the Contracting Authority

#### **SC4 HEALTH AND SAFETY**

Employer/Prime Consultant:

1. During the Design Stage
  - a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:
    - i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;
    - ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
2. During the Construction Stage
  - a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

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## **9998DA TERMS OF PAYMENT**

### **TP 1 Fees**

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the *Consultant* a sum of money calculated in accordance with the fee arrangements identified herein and in 2000DA.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the Project Authority. 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 Project Authority 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 Project Authority 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 Project Authority may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

### **TP 3 Delayed Payment**

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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 will 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 Project Authority 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 Project Authority 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 Project Authority .

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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 Project Authority 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 Project Authority , 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 Project Authority , 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 Project Authority a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

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## **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 Project Authority 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**

*Refer to Appendix B1 Basis of Pricing*

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## **9999DA CONSULTANT SERVICES**

### **CS 1 Services**

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

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

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

### **CS 3 Time Schedule**

The *Consultant* shall:

- (a) submit in a timely manner to the Project Authority , 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 Project Authority ;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate in writing the extent of, and the reasons for such changes, and obtain the written approval of the Project Authority .

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

- 1. The Project Authority 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 Project Authority, 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 Project Authority ; and
- (b) prior to commencing such changes, advise the Project Authority 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 Project Authority 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 Project Authority for approval.

## **CS 8 Sub-Consultants**

1. The *Consultant* shall:
  - (a) prior to any Call-up notify the Project Authority 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 Project Authority 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 Project Authority 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 Project Authority 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 Project Authority , 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 Project Authority . 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.

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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 Project Authority , 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 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 Project Authority and the *Consultant*.
  - (b) Time Based Fee to an Upset Limit:  
An upset limit will be established by the Project Authority, 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 Project Authority 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 Project Authority 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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## **STANDING OFFER BRIEF**

### **GENERAL PROJECT OBJECTIVES (for call-ups)**

GPO 1 Project Objectives

### **PROJECT ADMINISTRATION**

PA 1 Project administration  
PA2 Administrative Services  
PA3 Codes and Standards

### **REQUIRED SERVICES**

RS1 Phase I/II/III Environmental Site Assessment (ESA)  
RS2 Remedial Options Reviews and Remedial Action Plans  
RS3 Demolition Assessment and Waste Survey  
RS4 Human Health and Ecological Risk Assessment  
RS5 Hazardous Materials/Waste Audits and Abatement Monitoring  
RS6 Mould Assessment and Abatement Monitoring  
RS7 Storage Tank System Audits  
RS8 Environmental Auditing  
RS9 Design and Specifications Including Tendering Assistance  
RS10 Site Supervision and Contract Administration

## GENERAL PROJECT OBJECTIVES

### GPO 1 PROJECT OBJECTIVES

Each Call-up will elaborate on the specific objectives for individual projects; however, the following broader government objectives will apply to all call-ups:

### GENERAL INFORMATION

#### 1.1 Background

- .1 Public Works and Government Services Canada (PWGSC), Environmental Services is an optional provider of a wide range of environmental services to other government departments.
- .2 Environmental consulting services for various projects are regularly required, on as needed basis, for PWGSC and their client departments.
- .3 PWGSC require environmental services that are related to a wide variety of federally controlled contaminated sites work. Additional environmental services may involve; storage tank leaks and spills; abandoned dump sites and landfills; remote northern communities; wharf sites; and other active and abandoned federal sites.
- .4 Consultants are to assist PWGSC Technical Authorities, to provide a range of environmental services, including, but not limited to: Project Planning Stage, Assessment Stage (e.g. Ph I/II/III, risk assessments, hazardous material/waste surveys, development of Remedial Action Plans (RAP), reporting and preparation of cost estimates etc.) provision of advice and training based on technical expertise, and provision of Tender Documents and Site Supervision for various environmental projects.
- .5 The various types of environmental projects may take place in Manitoba, Alberta or Saskatchewan.
- .6 At the time of establishment of this Proposal, the number and type of projects is not known and will not be known until funding is approved on a project by project basis.
- .7 The vast majority of contaminated sites are currently funded and managed through the government-wide initiative known as the Federal Contaminated Sites Action Plan (FCSAP). FCSAP is a long-term strategy to manage contaminated sites for which departments, agencies and consolidated Crown corporations have control or responsibility.
- .8 PWGSC Environmental Services will act as the Project Authority throughout the duration of each project. The Consultant will adhere to all the Standards and Guidelines outlined in this document, as may be applicable to each project.
- .9 The Consultant will be the prime Consultant and will be responsible to coordinate any Sub-Consultant or Specialty Consultant. The services outlined apply not only to the Consultant, but to any Sub-Consultant and Specialty Consultant disciplines that may be required for a specific project.
- .10 Some requirements will apply to the Consultant as well as all Sub-Consultants or Specialty Consultants.

## **PROJECT ADMINISTRATION**

### **PA 1 Project Administration**

- .1 The scope of work will vary from project to project, but may include any combination of the services identified herein.
- .2 The services outlined below apply not only to the Consultant, but to any discipline that may be required for a specific project.
- .3 Site Assessment Services may include, but are not limited to:
  - .1 Phase I, II, III Environmental Site Assessments (ESAs) which may or may not also include Geotechnical Assessments and/or Geophysical Assessments
  - .2 Remedial Action Plans
  - .3 Demolition Assessment and Waste Survey
  - .4 Human Health and Ecological Risk Assessment
  - .5 Hazardous Materials/Waste Auditing and Abatement Monitoring
  - .6 Mould Assessment and Abatement Monitoring
  - .7 Storage Tank Auditing
  - .8 Environmental Auditing which may include provision of advice and/or training
- .4 Other services that may be required include:
  - .1 Design and Tender Documents related to remediation of contaminated sites and projects involving storage tanks.
  - .2 Site Supervision and Contract Administration Services related to remediation of contaminated sites and projects involving storage tanks.

### **PA2 ADMINISTRATIVE SERVICES**

The Consultant will provide the following general services as outlined below but not limited to:

- .1 Attend and/or facilitate project meetings during all phases of project delivery and keep and distribute meeting minutes.
- .2 Provide full coordination of work with other disciplines including contracted Engineering and Specialist Consultant services.
- .3 Provide assistance with project scheduling, budget, and cost control as required.
- .4 Provide assistance with risk management as required.
- .5 Provide Site Supervision and Construction Contract Administration Services as required.

#### **2.1 Project Budget and Cost Controls**

- .1 The approved budget for the project must not be exceeded unless otherwise approved by the Contracting Authority followed by written confirmation. Effective cost estimating and cost control is of prime importance.

#### **2.2 Risk Management**

- .1 The Consultant shall assist the Project Authority in:
  - .1 identifying risk elements based on past experience, using a proposed checklist or other available lists
  - .2 qualifying/quantifying the probability of a risk event and impact on project or related work (low, medium, high)
  - .3 applying a dollar value to all risk/probability impact events
  - .4 preparing contingency plans for possible changes to the work, budget and schedule
  - .5 prioritizing risk events (i.e. concentrate efforts on risk event with high probability and medium to high impact)
  - .6 developing risk management plan (i.e. evaluate alternatives for mitigation of risks involved)

.7 implementing risk mitigation on items and approaches approved by the Project Authority.

## **2.3 Lines of Communication and Coordination**

- .1 The Project Authority is responsible for the project and is the liaison between the Consultant and the Client Department.
- .2 The Consultant shall:
  - .1 Correspond only with the Project Authority and not communicate directly with the Client department unless authorized in writing by the Project Authority. If so authorized, the Consultant shall provide to the Project Authority, a copy of any such correspondence and/or summary of discussions with the Client.
  - .2 All communications shall carry PWGSC's Project Title, Project Number, File Number and name of person to whom correspondence is addressed.
  - .3 Advise the Project Authority in writing of any changes that may affect schedule or budget, or are inconsistent with instructions or written approvals previously given or decisions previously agreed to.
  - .4 Detail the extent and reasons for the changes and obtain confirmation in writing as soon as feasible.
- .3 During Tender Services, the Contract Authority conducts all correspondence with bidders and makes the Contract award.
- .4 During Site Supervision and Construction Contract Administration Services, the Consultant shall provide to the Project Authority the following:
  - .1 A copy of any correspondence and/or summary of discussions with the Contractor.
  - .2 During all phases of project delivery, the consultant shall:
    - .1 Coordinate and assume responsibility for the work of any and all Sub-Consultants and Specialists Consultants retained by the Consultant.
    - .2 Ensure clear, accurate and ongoing timely and responsive communication of concept, budget, and scheduling issues.
    - .3 Ensure adequate inspection services and provide answers to all Contractors' questions in a timely and responsive manner.

## **2.4 PWGSC Quality Assurance Reviews**

- .1 The Project Authority shall conduct Quality Assurance Reviews on reports, drawings, schedules, and costs estimates prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to PWGSC comments in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- .2 Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by PWGSC.
- .3 While PWGSC acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PWGSC to review the work. PWGSC reserves the right to reject undesirable or unsatisfactory work. The Consultant will obtain the Project Authority's acceptances during each of the project stages.
- .4 Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the terms and conditions of the Contract.
- .5 The Project Authority acceptances do not preclude the possibility that the work may be determined to be unsatisfactory at later stages of review (e.g. there may be more than one (1) draft version of a report required). If progressive design development or technical investigation reveals that earlier acceptances should be withdrawn, the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost.

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- .6 Acceptances by the Client and other agencies and levels of government will be obtained to supplement the Project Authority acceptances. The Consultant will assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

## **2.5 Meetings**

- .1 If required, the Project Authority will arrange meetings throughout the project. The meetings will be conducted through telephone conference or held in the offices of PWGSC, the Client department or the Consultant, at the discretion of PWGSC. Attendees to include representatives from:
  - .1 PWGSC
  - .2 Consultant
  - .3 Client
- .2 The Consultant shall attend and/or facilitate the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting. Standing agenda items will include schedule, cost, risk, quality and safety.

## **PA3 CODES AND STANDARDS**

- .1 All criteria will be in accordance with the most recent edition of Canadian Codes, Guidelines and Standards, and, any other relevant Codes and criteria as applicable. If local, municipal, or provincial codes and bylaws are more stringent, they will take precedence.
- .2 Acts, Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.
- .3 The Consultant will identify and communicate with all jurisdictions applicable to the project.
- .4 For material properties (both physical and chemical), methods of fabrication, tests, etc., reference should be made to the latest editions of all applicable standards including American Society of Testing Materials (ASTM), Canada Standards Association (CSA), National Fire Code (NFC), and the Canadian General Standards Board (CGSB) as a minimum, or to local, municipal, provincial standards if they are more stringent.

## REQUIRED SERVICES

### **RS1 Phase I/II/III Environmental Site Assessment (ESA)**

- .1 Environmental Site Assessments (ESAs) are carried out in accordance with applicable federal and provincial legislation, policy commitments, rationale and Canadian Standards Association (CSA) and international environmental site assessment standards and procedures. The three phases are summarized below:
- .2 Phase I Environmental Site Assessment (ESA):
  - .1 Phase I ESAs consist of a compilation and review of all available information regarding the site including historical information. Information gathering shall include, but is not limited to:
    - .1 Information related to any past and/or present potential environmental sources (storage tanks, fire training areas, waste disposal areas, etc.).
    - .2 The site characteristics (i.e., site geology, surface and groundwater, soils, sediments, utilities, services, setting and adjacent land use).
    - .3 The historical background of the site (including land title search, aerial photos, etc.).
    - .4 Site visit and interviews.
  - .2 Phase I ESA site reconnaissance should determine any visible signs of contamination and characterize the general extent of contamination, to the extent possible without use of intrusive methodologies. Adherence to Canadian Standards Association Standard Z768 to perform the work is mandatory. In addition to the standard Phase I ESA requirements, the site visit may also entail some representative sampling (soils, sediment, surface water, building materials such as paints, asbestos, and other media) and laboratory testing (i.e. 'Enhanced' Phase I ESA) on a site specific basis at the discretion of the Project Authority.
  - .3 Portions of the project requirements may be modified at the discretion of the Project Authority based on project specific requirements (i.e. Land titles searches may not be required in instances where this task has already been carried out by PWGSC or the Client department, etc.)
  - .4 A report outlining the findings of the Phase I ESA including nil findings and recommendations for further work (if required) shall be produced.
- .3 Phase II Environmental site assessment (ESA):
  - .1 A Phase II ESA confirms the absence, or presence and nature of contamination, usually through an intrusive program of work including drilling, sampling, and laboratory analysis program.
  - .2 A Phase II ESA is often performed in response to recommendations outlined in a Phase I ESA and includes the intrusive sampling of various suspected impacted media at all areas of potential environmental concern (APEC's) and analytical testing to confirm the concentration of contaminants of potential concern (COPC) in relation to Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines (EQG). Where CCME EQG do not exist, environmental guidelines or standards from other jurisdictions (i.e., Provincial/Territorial) may be applied. Adherence to the most recent Canadian Standards Association Standard to perform the work is mandatory.
  - .3 Phase II ESAs consist of field investigations that may involve geophysical surveys, test pitting, sediment sampling, storage tank site assessments, borehole drilling, and/or the installation of groundwater monitoring wells, geotechnical assessments as well as other site specific tasks. The field program should provide sufficient information for the evaluation of any site contamination by characterizing soil, surface and bedrock geology, sediment, hydrology, hydrogeology and other relevant environmental components.
  - .4 The results of the investigation and laboratory analysis should then be assessed to confirm the presence of contamination and identify the type of impacts in all media on-site. Consideration should be given to such factors as potential for migration and off-site contamination.

- .5 If possible, the results of the investigation should be used to determine the extent of any surface and/or subsurface contamination associated with the area of investigation and whether any data gaps exist and require completion. A Phase III ESA may be required to delineate contamination and address data gaps.
- .6 Site plans and subsurface profiles should be produced to assist in characterizing and possibly delineating the contamination and migration patterns, if applicable.
- .7 A report outlining the findings of the Phase II ESA and recommendations for further work (if required) shall be produced.
- .8 The Phase II ESA will gather the mandatory information required for reporting to the Federal Contaminated Sites Inventory, including a classification or ranking completed in accordance with the FCSAP Contaminated Site Classification and/or the CCME National Classification System for Contaminated Sites (NCSCS). This classification may need to be updated with further information after completion of the Phase III ESA.
- .9 Some client departments may also require that department specific data sheets be completed to assist the department in reporting site information into the Federal Contaminated Sites Inventory.
- .4 Phase III Environmental Site Assessment (ESA):
  - .1 Phase III ESA includes additional field sampling and laboratory analysis to further define the extent of contaminants and contamination in all media as identified on-site during the Phase II ESA as well as data gaps.
  - .2 A detailed characterization of the site shall be completed in order to assess chemical movement along various pathways and the resultant human and environmental exposures.
  - .3 The detailed investigation shall delineate boundaries of contamination initially determined during the Phase II ESA.
  - .4 An examination and definition of areas of unknown subsurface anomalies shall be undertaken in areas that have been identified through remote sensing or geophysical techniques (Geophysical Assessment).
    - .1 Geophysical Assessments are non-intrusive assessments conducted to determine the location of subsurface anomalies and assist in their identification.
    - .2 Geophysical Assessments could involve the use of a variety of subsurface imaging techniques (e.g. Ground penetrating radar (GPR), Electromagnetic (EM) Survey).
    - .3 The assessments may require a separate written report documenting the results including (colour) figures or a report as directed by the Project Authority.
  - .5 If required, collection of additional infrastructure data that will be required to demolish, clean, stabilize and isolate man-made structures on the site (e.g. buildings, tanks, pits and lagoons) or facilitate remediation or reclamation of the site may be required..
  - .6 A Geotechnical Assessment may be required as part of the Phase III ESA for input into the remedial options for a site.
    - .1 Geotechnical Assessments include the collection of geotechnical data to determine the structural integrity and ability of site structures/features.
    - .2 Geotechnical Assessments/Inspections could be used, for example, to identify potential landfill locations, to determine the estimated capacity of borrow areas, or to determine the integrity of a dam.
    - .3 Geotechnical Assessments/Inspections may involve, but are not limited to, testing to determine soil structure, subsurface water, depth to bedrock, soil water content, particle size distributions and moisture density relationship.
    - .4 The assessments may require a separate written report documenting the results including (colour) figures detailing results.
  - .7 Collect all site information required to further assess clean-up criteria and assess the feasibility of various remedial options and associated costs necessary to attain preferred end land use.
  - .8 If required, collection of additional data (data gap sampling and analysis) for the completion of a risk assessment and/or to reduce uncertainty in the CCME NCSCS classification.



- .9 A report outlining the findings of the Phase III ESA and recommendations for further work (if required) shall be produced. This document may be presented in a single document or under separate cover of the RAP at the discretion of the Project Authority. Cost estimates for recommendations for further work should be provided under separate cover or as directed by the Project Authority.

## **RS2 Remedial Options Reviews and Remedial Action Plans**

- .1 Based on the results of the assessment activities, a remedial options analysis/review (ROA/ROR) may be completed including estimated costs for each option before a comprehensive site remedial action plan (RAP) is developed for the site. The detailed RAP shall be designed to reduce the environmental liabilities present at the site upon completion of the project. A significant portion of the effort to produce a RAP is in the planning stage. The RAP shall incorporate other key factors such as federal and department specific policies, First Nation and public concerns, provincial requirements, clean up criteria and risk management techniques.
- .2 The RAP would include, but would not be limited to, the following:
- .1 Technical remedial plan with all details.
  - .2 Remedial monitoring, sampling, and analysis plan.
  - .3 Tentative remedial work schedule.
  - .4 Specifications with applicable drawings.
  - .5 At a minimum, a Class "C" (Indicative, +/- 15%) cost estimate.
  - .6 Post-remedial monitoring plan.
  - .7 Other site specific requirements.
- .3 The identification and evaluation of appropriate remedial measures (including risk assessment as summarized below) to clean up the site in accordance with the federal, provincial and regional/municipal remediation criteria, would be included. Optional remedial measures should be identified based upon known technology and local environmental conditions and sensitivities.
- .4 The appropriate remediation criteria must be determined and the analytical results from the site assessment work would be compared to these criteria.
- .5 One of two approaches can be used, the Guideline Approach or a Risk Assessment Approach. The guideline approach involves the use of the most recent CCME EQG and the Canada Wide Standards for Petroleum Hydrocarbons (CWS for PHC's) in Soil (CCME). Where generic criteria do not exist for certain COPC, the applicable criteria from other jurisdictions may be adopted.
- .6 If site conditions warrant the use of Site Specific Remediation Criteria (SSRC), a risk assessment approach may be adopted. This involves a scientific process that makes use of a detailed evaluation of the hazard and exposure potential at a particular site in order to recommend a remediation level to meet the land use requirements.
- .7 Once the remediation objectives are established (using generic or site specific criteria), the remedial plan or risk management plan to implement the necessary measures to manage contamination can be prepared.
- .8 A comparative analysis of various remedial alternatives would typically be completed using a matrix evaluation method, however, in some instances other methods may be appropriate. This would include the relative ranking of alternatives based on selection criteria such as protection of human health and the environment, technical effectiveness of meeting remediation criteria, time, stakeholder acceptance, future land use and ownership, and cost.
- .9 Costs of various options should be estimated and remedial options prioritized based on appropriate criteria established and presented by the consultant.
- .10 A report outlining the results and recommended remedial options would be produced.

## **RS3 Demolition Assessment and Waste Survey**

- .1 The primary objectives of a Demolition Assessment and Waste Survey shall include: identifying; characterizing; inventorying, quantifying and documenting both non hazardous and hazardous wastes for the purposes of demolishing infrastructure to facilitate the remediation and/or reclamation of a contaminated site.

- .2 Surveys shall focus on weight and volume of hazardous and non hazardous wastes as well as packaging and transportation of wastes off-site, as required.
- .3 The Consultant will be expected to prepare a report outlining the complete findings of the Survey, including recommendations for additional work (if necessary).
- .4 Material samples will be taken to verify and/or determine the potential hazardous material type and concentration. Locations will be referenced to site and infrastructure plans and photographs. Collected information will be included in a report that will include a site map(s) (to scale) and an itemized spreadsheet that can be utilized by personnel or contractors performing the actual demolition and transportation work.
- .5 A cost estimate for removal and disposal of all hazardous and non-hazardous building materials and site infrastructure will be prepared. The Project Authority will determine which Class estimate is required for the project and whether this estimate will be provided under separate cover.

For complex or sizeable projects, five categories of estimates are prepared. The process begins with the development of an initial estimate that is further developed during the early phases of the project.

**Broad Cost Projection:** based on historical data from similar projects, indicates a budget for resources to develop a project up to Preliminary Project Approval as well whether or not total project costs are expected to exceed \$1 million. This is not a construction estimate.

**Class 'D' (Indicative) Estimate:** to be in unit cost analysis format (such as cost per m<sup>2</sup> or other measurement unit) based upon a comprehensive list of project requirements (i.e. scope) and assumptions; the Class D estimate is evolved throughout the phases of the Project Identification Stage, finally being incorporated into the cash flows in the Analysis Phase; for more complex projects such as laboratories, elemental cost analysis and the input of specific disciplines may be required; *the Class D Indicative estimates developed during the National Project Management System (NPMS) Feasibility Phase will be revisited with cost planners in the Analysis Phase before finalizing.*

**Class 'C' Estimate:** to be in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors and 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; *Class C estimates are developed during the NPMS Design Phase and documents can be expected to be between 5 – 25% complete*

**Class 'B' (Substantive) Estimate:** to be in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors and 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; *Class B estimates are developed during the NPMS Design Phase and documents can be expected to be between 25 – 66% complete;*

**Class 'A' (Pre-Tender) Estimate:** to be in both elemental cost analysis format as well as trade divisional format latest edition issued by the Canadian Institute of Quantity Surveyors and based on completed construction drawings and specifications prepared prior to calling competitive tenders. The Class 'A' Estimate is generally expected to be within 5% to 10% of the actual contract award price for new construction. Tendering risks should be included in the project risk plan and costed accordingly. The accuracy of Class 'A' estimates can be influenced by many factors, including complexity of project, volatile market, remote locations, tight schedules, and unclear contract documents; *Class 'A' estimates are prepared during the NPMS Implementation Phase and can be a more accurate Substantive Estimate, depending on the complexity of the project.*

#### **RS4 Human Health and Ecological Risk Assessment**

- .1 In order to apply to Treasury Board for further assessment and/or remediation funding, departments will generally be expected to complete Preliminary Quantitative Risk Assessments (PQRA's) for each site. Health Canada has standardized the PQRA requirements to the extent possible through a series of guidance documents. Refer to FCSAP and Health Canada websites and/or personnel for an up to date list of reference documents.
- 2 Based upon the complexity and costs associated with individual sites, Site Specific Risk Assessments (SSRA's) may be required. In some instances, at the discretion of the Project Authority, it may be necessary to proceed directly with an SSRA and not complete a PQRA. Unless specified otherwise, SSRA's are to be completed with a human health and ecological component.
- 3 Health Canada has produced other relevant guidance material and will continue to produce additional guidance specifically related to this program. Environment and Climate Change Canada (ECCC) also provides guidance related to the ecological component of risk assessment.
- 4 While some proposed guidance material is not available at present, consultants will be expected to use other published material to ensure the production of high quality PQRA's and SSRA's. Individual project terms of reference will update the guidance list as it is released.
- 5 The factors to be considered in completing the risk assessments include: problem formulation including contaminants of concern, receptor identification, locations, exposure pathways, review of data for QA/QC as well as data gaps and calculations of risk for human health and environmental health.
- .6 A report outlining the findings of the risk assessment and recommended further work which may include further data sampling and/or risk management strategies with an estimate of costs would be produced. Based on the outcomes of risk assessments, the consultant may also be required to complete or revise remedial options analyses and RAPs.

#### **RS5 Hazardous Materials/Waste Audits and Abatement Monitoring**

- .1 The primary objectives of a Hazardous Materials Survey include: identifying; characterizing; inventorying, quantifying and documenting hazardous materials presence and use.
- .2 Surveys will focus on building related (structural materials and equipment) hazardous materials and may also include operational hazardous goods (bulk and packaged).
- .3 The Consultant shall prepare a report outlining the complete findings of the Hazardous Materials Survey, including recommendations for additional work (if necessary). They may also be asked to prepare recommendations for the ongoing management of hazardous (building) materials, if required.
- .4 The work shall include room-by-room and exterior surveys of all structures and collection of information on the presence (suspected or confirmed) of any hazardous material or as requested by the Project Authority. The extent and concentration (where possible) shall be noted.
- .5 The survey shall include investigations for, but not be limited to: polychlorinated biphenyls (PCBs); asbestos containing materials (ACM's); lead; mercury; mould (dealt with in a separate section of this SOW); pest presence; hazardous/dangerous goods; ozone depleting substances (ODS); and storage tank systems (compliance assessments dealt with in a separate section).
- .6 Material samples shall be taken to verify and/or determine the potential hazardous material type and concentration. Locations shall be referenced to site and building plans and photographs. Collected information shall be placed into a spreadsheet that can be utilized by personnel or contractors performing work on the buildings.
- .7 The Consultant shall be responsible for developing the technical portions of specifications for Hazardous Material Abatement in the most recent version of the National Master Specifications (NMS) format in both official Languages or as requested by the Project Authority.
- .8 The Consultant shall conduct site inspections during abatement as necessary to ensure appropriate abatement procedures are being followed, according to the specifications.

- .9 The Consultant's responsibilities shall include Health and Safety Plans, review of Contractor Health and Safety Plans and ensuring that the containment area is properly set up and Health and Safety Plans are implemented as stated.
- .10 The Consultant shall inspect post remediation work areas to determine whether areas are cleaned as required in the Terms of Reference (supervision of contractor for adherence to the specification).

#### **RS6 Mould Assessment and Abatement Monitoring**

- .1 The scope of work for this item includes three main tasks:
  - .1 Mould Assessment and Reporting
  - .2 Preparation of Specifications for Mould Abatement, including moisture control measures, as necessary, utilizing the most recent version of the National Master Specifications.
  - .3 Monitoring of Mould Abatement
- .2 The Consultant shall conduct a site visit to perform a mould assessment according to accepted industry standards (CCA 82: Mould Guidelines for the Canadian Construction Industry) at which time they may quantify, in detail, the extent and type of mould-impacted building materials.
- .3 Materials shall be collected and analyzed using surface tape lift samples, spore trap air samples, and/or viable mould spore sampling if required for mould identification analysis.
- .4 If required, the Consultant must collect all information necessary to prepare Mould Abatement Specifications, including quantifications, during the assessment site visit.
- .5 A report shall be completed that shall provide detailed recommendations for the mould abatement work detailing which building materials should be replaced. The report shall include a summary of the areas sampled, sample results and recommendations for abatement. A cost estimate for the required mould abatement activities shall include mould abatement contractor costs and consultant supervision and monitoring costs throughout Abatement.
- .6 The Consultant shall be responsible for developing the technical portions of specifications for Mould Abatement in National Master Specifications (NMS) format in both official Languages.
- .7 The Consultant shall conduct site inspections during abatement as necessary to ensure appropriate mould abatement procedures are being followed, according to the specifications and the previous mentioned CCA document.
- .8 The Consultant's responsibilities shall include ensuring that the containment area is properly set up.
- .9 The Consultant shall inspect post remediation work areas to determine whether areas are suitably cleaned.
- .10 The Consultant shall conduct air monitoring services prior to, during (if necessary), and following mould abatement activities, including collection of spore trap air samples for fungi enumeration (background and post remediation).
- .11 Upon completion of the abatement project, the Consultant shall provide a letter of assurance detailing project methodology, contractor submittals and laboratory analysis results. The letter will represent a 'closure report' to show that all mould-contaminated materials have been removed from defined areas, and that the resulting air quality of the abatement area and adjoining work areas are free from mould spore impacts.

#### **RS7 Storage Tank System Audits**

- .1 The scope of work for this item may include the following main tasks:
  - .1 Description and examination of the storage tank system components, and operation and maintenance procedures;
  - .2 Assessment of compliance against all applicable regulations, policies, and codes of practice;
  - .3 Generate a report outlining and any corrective, remediation, mitigation of non-compliance issues.
- .2 These items will include but will not necessarily be limited to: design, site supervision of milestones (such as in concrete pad inspection) and commissioning of storage tank and piping systems; secondary containment; overfill protection; corrosion protection; monitoring and leak

detection; maintenance and operation; safety accessories (e.g. bollards, signage, spill kits) and procedures; and the assessment and design of product transfer area and spill containment area to comply with current regulations.

.3 In order to complete these tasks, existing records, site inspections, interviews, questionnaires and checklists, as appropriate will be used. Where necessary, photographs will be taken to support observations and/or recommendations.

.4 The Consultant will also attempt to obtain information about the procedures relating to the operation, maintenance, monitoring, inspections, etc. of the storage tank systems, including but not limited to: Environment and Climate Change Canada (ECCC) registration, standard operating procedures, filling; inventory control; corrosion protection; impact protection, leak detection; tank bottom water monitoring; annual testing of monitoring/control systems; maintenance; record keeping; ECCC inspections and environmental emergency planning including emergency response plan.

.5 The Consultant shall evaluate for compliance against the most recent applicable federal (and provincial) regulations, guidelines and codes including the Canadian Environmental Protection Act, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, CCME Environmental Code of Practice for Aboveground and Underground Storage Tanks Systems Containing Petroleum and Allied Petroleum Products, National Fire Code (2015 or most recent), Canadian Standards Association B139-09 (or most recent) Installation code for oil-burning equipment.

## **RS8 Environmental Auditing**

.1 PWGSC requires the services of Consultants to conduct environmental audits/baseline studies of federal facilities in the Region. These typically consist of buildings such as federal offices, residential properties, airports, correctional institutions, schools, hospitals and laboratories. The audits are carried out to ascertain the current environmental status of the facility, and to ensure compliance with applicable environmental legislation, codes and guidelines, and policy commitments. The basic goals of the audits are:

- .1 To identify and document those areas and operations which are regulated or affected by applicable environmental legislation, codes and guidelines, and federal government policies.
- .2 To assess the degree of compliance with the established legal and policy criteria.
- .3 To provide recommendations that could be incorporated into action plans designed to ensure that the facility operates in compliance with applicable legislation and policies.

.2 The following environmental issues may be found on real property, and reviewed as part of the audit process. All issues may not be applicable to all situations.

- .1 Air Emissions
- .2 Asbestos-Containing Materials
- .3 Aboveground Storage Tank Systems
- .4 Ozone-Depleting Substances/Halocarbons
- .5 Energy Management
- .6 Environmental Emergency Response
- .7 Storage Tank Systems
- .8 Environmental Management Systems
- .9 Hazardous Waste Management
- .10 Integrated Pest Management
- .11 Hazardous Materials/Dangerous Goods Storage/Use/Transportation
- .12 Non-Hazardous Waste Management
- .13 Indoor Working Environment/Air Quality including microbial contamination
- .14 Wastewater Management
- .15 Lead containing materials
- .16 Water Management
- .17 PCB containing materials including equipment and paint
- .18 Mercury containing materials



.19 Drinking Water Systems

.3 The scope of work normally requires a thorough investigation of property history, a review of past and present operations, on-site interviews and a detailed walk-through of the facility, and a detailed records review process may be required. The audits are conducted in keeping with national and international auditing standards and audit protocols. The need for certified auditors will be determined on a project by project basis.

.4 Consultants may further assist in the development and implementation of follow-up recommendations and cost estimates.

.5 A Building Condition Report may be required as part of the Environmental Audit.

.6 Provision of training and/or advice on any Regulation, Act, Code, Standard, Guideline, etc. as well as processes including permit process, Project Management, on any environmental issues.

- a) Training shall be conducted in person and/or by video conference.
- b) .Resources to aid in training be provided (paper, electronic, etc.)

## **RS9 Design and Specifications Including Tendering Assistance**

### **.1 Preparation and Review**

The Consultant shall provide and co-ordinate full professional consulting services required during all phases of project delivery as outlined below but not limited to:

- .1 Provide engineering design services.
- .2 Visit the site to be familiar with all conditions of the site that may impact the project.
- .3 Provide site remediation design.
- .4 Review Environmental Impact Assessments and ensure that mitigation is properly incorporated into tender documents.
- .5 Review Environmental Audits/Baseline Studies (for all issues related to real property) and Environmental Site Investigations/Assessments and ensure that the project design captures issues presented here.
- .6 Review Risk Assessments to determine potential environmental and health implications of identified contaminant impacts may be conducted.
- .7 Review Contaminated Sites Remediation and other Remediation Action Plans and ensure that project design meets the requirements and objectives of these documents.
- .8 Review all phases of Environmental Assessments including Infrastructure and Demolition Assessment.
- .9 Review Hazardous Materials Listing and Identification, Asbestos Sampling and Listing, Environment Sampling and Waste Surveys.
- .10 Review Geotechnical and Geophysical Investigations.
- .11 Review Contaminant Characterization and Water Quality, Aquatic and Terrestrial Biota and Wildlife Assessment.
- .12 Preparation of full set of Tender Documentation including specifications, drawings and Class "A" (Substantive, +/- 5%) cost estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the North.
- .13 Interpretation and/or adherence to all applicable codes, Environmental, Fire, Health and Safety Requirements, other specific codes or standards.
- .14 Interpretation and/or adherence to Land and Water Use Licenses.

### **.2 Design and Specifications**

- .1 The objective of the Construction Documents is to prepare tender ready drawings and specifications, setting forth in detail all the requirements for the construction of the project along with a final Class "A" (Substantive, +/- 5-10%) cost estimate. **All specifications are to be completed in accordance with the most recent version of the Canadian National Construction Master Specifications (NMS).** Cost estimate to be prepared by certified

professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north.

- .2 The Project Authority will respond to questions from the Consultant as required, review and accept the final the Construction Document progress at 75% and 99% and formally accept documents ready for Tender.
- .3 The Consultant will provide the 75% and 99% submissions general requirements as follows but not limited to:
  - .1 Regulatory and detailed analysis.
  - .2 Obtain acceptance for submissions.
  - .3 Confirm format of drawings and specifications.
  - .4 Clarify special procedures (i.e. phased construction).
  - .5 Submit drawings and specifications at the required stages.
  - .6 Provide written response to all review comments and incorporate them into Construction Documents.
  - .7 Advise as to the progress of cost estimates and submit updated cost estimates as the project develops.
  - .8 Provide project schedule.
  - .9 Prepare a Class "B" (Substantive, +/- 10%) and Class "A" (Substantive, +/- 5%) estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north.
- .4 The Consultant will provide the 75% submission deliverables as follows but not limited to:
  - .1 Submit the Class "B" (Substantive, +/- 10%) cost estimate.
  - .2 Submit the project schedule.
  - .3 Specifications to be 75% edited with all pertinent sections.
  - .4 75% drawings to include but not limited to, Aerial Photographs, Site Plan, Demolition Plan, Impacted Areas Plan, Sections and Details, General Notes, Design codes used, Strength and grades of materials used, Special construction requirements.
  - .5 Provide co-ordination of all drawings.
- .5 The Consultant will provide the 99% submission deliverables as follows but not limited to:
  - .1 Submit written response to PWGSC review on comments made at 75% stage.
  - .2 All working drawings and specifications co-ordinated with the Specifications.
  - .3 Submit the Class "A" (Substantive, +/- 5%) cost estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north.
  - .4 Submit the updated project schedule.
  - .5 Submit 99 % edited specifications.
  - .6 Submit 99% complete set of co-ordinated construction drawings, including details, sections, plans and schedules including information on drawings will fully comply with codes and standards.
- .6 Submissions, Review and Approval Process
  - .1 The Consultant will provide all required submissions, either to, as directed by the Project Authority.
  - .2 The Consultant will provide required sets of Construction Drawings and Specifications to the Project Authority for review at the 75% and 99% submission stage.
  - .3 The Consultant will provide deliverables as per Documentation Standards.
  - .4 The purpose of review and approval process is to ensure compliance with the project program, adherence to good design practice and technical quality assurance.

**.3 Tendering Documents**

- .1 The Consultant will provide the 100% submission deliverables as follows but not limited to:
  - .1 Incorporate PWGSC comments made at the 99% stage, either in the documents themselves if time allows, or as an Addendum during the tendering period.
  - .2 Submit all drawings and specifications 100% reviewed and co-ordinated for Tender call.
  - .3 Submit all specification sections and an index of specifications. The specifications will consist of typed and edited NMS sections.
  - .4 Submit final project schedule.
  - .5 Submit Revised Class "A" (Substantive, +/- 5%) level cost estimate, if needed. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north.
  - .6 The Consultant will provide deliverables as per Documentation Standards.
  - .7 The Consultant will provide submit and obtain formal acceptance on plans and specifications required by Inspection Authorities before Tender call.
  - .8 All Drawings and Specifications to be signed and sealed by the Consultant and annotated "Issued for Construction".

**.4 Tendering Assistance**

**.1 General**

- .1 PWGSC will undertake public tendering of the Project. The Consultant's original Tender documents are used to produce sets of prints required for Tender call. The Contract Authority issues all necessary addenda to the recipients of the Tender Documents. Addenda are to be prepared as required, by the Consultant.
- .2 The Consultant will provide assistance during the tendering process including preparation of addenda and review of tender results (PWGSC carries out the tendering process).

**.2 Bidder's Conference**

- .1 The Contracting Authority may call a bidders briefing meeting to clarify the requirements of the Project. The Consultant will attend and prepare necessary addenda for issue by the Project Authority. Questions arising in such meetings will be answered by written addenda only.
- .2 The Consultant will provide the Project Authority with all information required by bidders to fully interpret the Tender Documents. Keep full notes of all inquiries during the bidding period, including briefing meetings and submit a copy to the Project Authority at the end for PWGSC records.

**.3 Addenda**

- .1 The Consultant will prepare addenda to Tender Documents when necessary, and submit them to the Project Authority for assembly and issue. Amendments to Tender Documents are prepared by the Project Manager and distributed by the Contracting Authority. Normally, addenda are issued no later than five (5) working days before the tenders close. No addendum is to be issued orally. The Contracting Authority may issue an addendum by facsimile.
- .2 Addenda will be sealed and signed by the Consultant.
- .3 The Consultant will reissue all drawings and specification upon award if contract incorporating all addenda items.

**RS10 Site Supervision and Contract Administration Services**

**.1 General**

- .1 The Consultant or the Consultant's full-time representative on-site (Departmental Representative) will inspect, co-ordinate and monitor all aspects of the work during the construction and liaise with the Project Authority.
- .2 The Consultant will provide on a part-time basis Sub-Consultants or Speciality Consultants required to perform specialized on-site inspections.



.3 The Consultant's full-time representative on-site will be referred to as the Departmental Representative throughout this Document.

.4 The Departmental Representative will provide Site Supervision and Construction Contract Administration Services as outlined below but not limited to:

- .1 Monitor the progress of Contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports.
- .2 Convey instructions regarding the required standards of workmanship to the Contractor.
- .3 Although informal discussions with sub-trade Superintendents are usually permissible, but only with the agreement of the Contractor, the Departmental Representative will not deal directly with foreman or tradesmen, or interfere with the progress of the work.
- .4 Communicate formally with the Contractor via memorandum form only. When this form is issued, the Departmental Representative will immediately file copies with the Project Authority.
- .5 Accompany the Project Authority on inspections and record comments or instructions of the Project Authority.
- .6 Provide inspection for all aspects of the project, maintaining daily records of all work.
- .7 Attend meetings as required by the Project Authority.
- .8 Review reports on Health and Safety strategies for stage of work.
- .9 Review and process shop drawings.
- .10 Provide detailed drawings, clarification instruction, Contemplated Change Notices and Change Orders as required.
- .11 Review testing methods, data of inspection/testing agencies.
- .12 Report on Contractors maintaining specified quality and schedules, ensuring that Contractors are monitoring delivery of critical materials and equipment.
- .13 Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Project Authority with written review comments.
- .14 Ensure that the Project Authority is notified promptly when key pieces and / or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.
- .15 Review and make recommendations on progress claims.
- .16 Verify quantities of materials received and record work progress through photographs.
- .17 Issue interim and final deficiency reports.
- .18 Finalize project documentation and accounts.
- .19 Assist (if required) in release of holdback upon satisfactory completion.
- .20 Follow-up on any problems identified by the Client arising during the warranty period.
- .21 Prepare and submit as-built drawings and specifications.
- .22 Other reporting as per regulatory agencies.

.5 The Sub-Consultants or Speciality Consultants will be required to perform specialized on-site Inspections as outlined below, but not limited to:

- .1 Environmental Inspection including, but not limited to, supervision of soil excavation activities, collection of samples, inspections, reporting of results, confirmation of compliance to all permits and assistance to the Departmental Representative.
- .2 Geotechnical inspections including, but not limited to, various testing of materials to meet the specifications, compaction testing, supervision of material placements, confirmation of compliance to all permits and assistance to the Departmental Representative.
- .3 Other technical inspections based on the nature of the project including, but not limited to, mine waste chemistry, mine water treatment, confirmation of compliance to all permits/licenses and assistance to the Departmental Representative.

## .2 Site Safety

- .1 All projects that are occupied by federal employees are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada.

.2 In case of emergencies, the Departmental Representative is empowered to stop the work, or give orders to protect the safety of the workers or property and contact the Project Authority immediately for further instruction.

.3 The **Departmental Representative** will adhere to the Contractor's Site Specific Health and Safety Plan.

**.3 Human Remains, Archaeological Remains and Items of Historical or Scientific Interest**

.1 The **Departmental Representative** will notify the Project Authority immediately if such finds are discovered and obtain further instructions on action to be taken.

**.4 Site Meetings**

.1 The Project Authority will arrange site meetings as defined in specification, throughout the entire construction period. Attendees to include:

- .1 Client Department
- .2 PWGSC in-house staff, as required
- .3 Departmental Representative.
- .4 Contractors and their Subcontractors.

.2 The Departmental Representative will attend the meetings, record the issues and decisions and prepare and distribute minutes to all attendees within two (2) days of the meeting.

**.5 Records**

.1 The Departmental Representative will keep a daily log recording of but not limited to:

- .1 Weather conditions, particularly unusual weather relative to construction activities in progress.
- .2 Major material and equipment deliveries.
- .3 Daily activities and major work done.
- .4 Health and Safety meetings.
- .5 Start, stop or completion of activities.
- .6 Presence of inspection and testing firms, tests taken and results.
- .7 Unusual site conditions experienced.
- .8 Significant developments, remarks.
- .9 Special visitors on-site.
- .10 Authorities given Contractor to undertake certain or hazardous works.
- .11 Environmental incidents.
- .12 Reports.
- .13 Stop work requests by the Project Authority.

.2 The log is the personal property of the Departmental Representative. Copies of the logbook, certified as copies, are to be provided to the Project Authority at the end of the project.

.3 The Departmental Representative will prepare weekly reports of but not limited to:

- .1 Progress relative to schedule.
- .2 Major activities commencing or completed during the week; main activities now in progress.
- .3 Major deliveries of materials and / or equipment.
- .4 Difficulties which may cause delays in completion.
- .5 Materials and labour needed immediately.
- .6 Cost estimates of work completed and materials delivered.
- .7 Outstanding information or action required by the Project Authority.
- .8 Work force, including the number of Aboriginal/Inuit working on site.
- .9 Remarks.
- .10 Accidents on-site.
- .11 Life safety or building hazards caused by the work, the Contractor or their agents.

**.6 Contractor's Project Schedule**

.1 The Departmental Representative will:

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- .1 Obtain a Project Schedule from the Contractor as soon as possible after Contract award and ensure proper distribution.
- .2 Review and advise to ensure that the schedule has detailed components of the work shown separately.
- .3 Use the schedule as the basis for evaluating the progress of the work, once the Project Authority has accepted the Contractor's Project schedule.
- .4 Record all discrepancies and agreed remedial measures.
- .5 Keep accurate records of causes of delays.
- .6 Make every effort to assist the Contractor to avoid delays.
- .7 Only the Project Authority may authorize any request for Time Extensions. Authorization will be issued in writing.

**.7 Budget/Cash Flow**

- .1 Once the Project Authority has accepted the Contractor's cost breakdown, the Departmental Representative will:
  - .1 Monitor budget/cash flow requirements as required on a site by site basis.
  - .2 Review value of progress of work against the approved cost breakdown. When each trade is regularly reviewed against the Project Schedule and the cost breakdown, it quickly becomes apparent whether the Contractor is on budget and is generating the appropriate cash flow for the work.
  - .3 Record all discrepancies and agreed remedial measures.

**.8 Shop Drawings**

- .1 The Departmental Representative will review, discuss, record problems and identify agreed remedial action. Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
- .2 On completion of project, The Departmental Representative will forward three copies of reviewed shop drawings to the Project Authority. The Departmental Representative will ensure that shop drawings include the project number and are recorded in sequence.
- .3 The Departmental Representative will verify the number of copies of shop drawings required. Consider additional copies for Client's and the Authorities Having Jurisdiction office.
- .4 Shop drawings will be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" before returning to the Contractor.

**.9 Site Instructions**

- .1 The Departmental Representative will provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.
- .2 The Departmental Representative will record Contractor's acknowledgement of receipt of all site instructions, ensure and record that required action does not have an impact on cost or schedule.
- .3 The Departmental Representative will provide the Project Authority information with any additional detail drawings as and when required to properly clarify or interpret the Contract Documents, in a timely manner.

**.10 Work Measurement**

- .1 If work is based on unit prices, The Departmental Representative will measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.
- .2 When Contemplated Change Notice, Change Orders are to be issued based on Unit Prices, the Departmental Representative will keep accurate account of the work and record dimensions and quantities.

**.11 Continuous Site Supervision and Inspections**

The Departmental Representative will provide daily inspections as follows but not limited to:

- .1 Assess quality of work and identify, in writing to the Project Authority, all defects and deficiencies observed at time of such inspections.
- .2 Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- .3 Any directions, clarifications or deficiency lists will be issued in writing to the Project Authority, with a copy to the Contractor.
- .4 Keep the Project Authority informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site reviews.
- .5 Make on-site observations and spot checks of the work to determine whether the work, materials and equipment conform with the Contract Documents and supplementary documentation.
- .6 Advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Project Authority any of these on which the Contractor is/are tardy or refuses to correct.
- .7 Report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
- .8 Assist in the preparation of all deficiency, interim, preliminary, and final reports in collaboration with the Project Authority.
- .9 Be responsible for the measurement of all work to be done on a unit-cost basis.
- .10 Be responsible for the measurement of percentage completion of lump sum item.

#### **.12 Specialized Inspection and Testing**

- .1 Prior to Tender, the Consultant will provide the Project Authority with a recommended list of tests to be undertaken, including on site and factory testing, and ensure that all testing is detailed. Include items in specifications as necessary.
- .2 When the Contract is awarded, the Departmental Representative will assist the Project Manager in briefing the testing firm on required services, distribution of reports, communication lines, etc.
- .3 The Departmental Representative will review all test reports and take necessary action with Contractor when work fails to comply with Contract requirements. The Project Authority will be immediately notified when tests fail to meet project requirements and when corrective work will affect the schedule.
- .4 The Departmental Representative will assist the Project Authority in evaluating testing firm's invoices for services performed.
- .5 The Departmental Representative will:
  - .1 Ensure that the tests and inspections required by the Contract Documents are conducted, and should observe these tests and report the results in the daily log.
  - .2 Provide non-resident inspection services by qualified personnel to ensure compliance with Contract Documents. These personnel will be fully knowledgeable with technical and administrative requirements of project. Establish a written understanding with Contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
  - .3 Will notify the Project Authority if the test results do not meet the specified requirements, or if the Contractor does/do not have tests undertaken as required.

#### **.13 Change Orders**

- .1 The Departmental Representative does not have Authority to change the work or the price of the Contract without an approved Change Order.
- .2 Change Orders will cover all changes, including those not affecting the cost of the project, such as schedule, substitutions, etc.
- .3 The Departmental Representative will prepare Contemplated Change Notices (CCN), quotations, reviews and issue Change Orders (CO). This includes monitoring and recording the progress of CCN and CO. Where work will proceed pending issue of a Change Order, the Departmental Representative will record time and materials expended.

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.4 Changes that affect cost or design or otherwise alter the terms of the Contract will be accepted by the Project Authority and approved by the Contract Authority. Upon approval from the Project Authority, quotations will be obtained from the Contractor in detail. Prices are then reviewed and recommendations forwarded to the Project Authority.

.5 The Project Authority will issue the CCN and CO to the Contractor, with a copy to the departmental Representatives.

.6 The practice of "trade offs" (replacing or substituting work/services) is not allowed. Only authorized work is to be completed, any change in work must be authorized.

#### **.14 Contractor's Progress Payments**

.1 Each month, the Contractor submits a progress claim for work and materials as required in the Contract. The claims are made by completing the following forms where applicable:

.1 Request for Payment.

.2 Cost Breakdown for Unit and/or combined Price Contract or Cost Breakdown for Fixed Price Contract.

.3 Statutory Declaration: Progress Claim.

.2 The Departmental Representative will determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.

.3 The Departmental Representative will review and sign designated forms and promptly forward claims to the Department for processing. Obtain the following information from Contractor and submit with each progress claim:

.1 Updated schedule of the progress of work.

.2 Photographs of the progress of the work.

#### **.15 Payment for Materials on Site**

.1 The Contractor may claim for payment of material on site, but not yet incorporated in work.

.2 Material will be stored in a secure place designated by the Project Authority.

.3 A detailed list, checked and verified by the Departmental Representative, of materials with supplier's invoice showing price of each item will accompany each claim.

.4 Items will be listed separately on the Detail Sheet showing the breakdown list and total.

#### **.16 Interim Inspection**

.1 The Departmental Representative will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.

.2 Payment requires completion and signing, by the parties concerned, of the following documents:

.1 Certificate of Substantial Performance,

.2 Cost Breakdown for Fixed Price Contract, or Cost Breakdown for Unit or Combined Price Contract,

.3 Inspection and Acceptance,

.4 Statutory Declaration Certificate of Substantial Performance,

.5 Worker's Compensation Board Certificate.

#### **.17 Final Inspection**

.1 The Departmental Representative will inform the Project Authority when satisfied that all work under the Contract has been completed, including all deficiency items listed during the Interim Inspection. The Project Authority and the Client will be in attendance for the final inspection.

.2 The final payment to Contractor requires completion and signing by the parties concerned, of the following documents:

.1 Certificate of Completion.

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.2 Cost Breakdown for Fixed Price Contract or Cost Breakdown for Unit and/or Combined Price Contract.

.3 Inspection and Acceptance.

.4 Statutory Declaration Certificate of Completion.

.5 Worker's Compensation Clearance Certificate.

.6 Trades' Certificates as appropriate.

.3 The Departmental Representative will verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Project Authority for processing.

.4 There are instances in the past when the Contractor has taken more than a year to complete deficiencies. The Departmental Representative will continue to monitor the situation and communicate with the Contractor to ensure that he/she does not delay deficiency work beyond reasonable time frames.

#### .18 As-Built and Record Drawings and Specifications

.1 At the end of the project, the Departmental Representative will obtain as-built marked-up hard copy from the Contractor for areas that show significant deviations from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions. The Resident Site Engineer will:

.1 Check and verify all as-built records for completeness and accuracy and submit to the Project Authority.

.2 Produce Record Drawings by incorporating As-Built information into project drawings.

.3 Submit Record Drawings and Specifications in number and format required within four (4) weeks of final acceptance.

.4 Provide a complete set of final shop drawings and list of changes to specifications.

#### .19 Post Construction

.1 All work under the Construction Contract carries a standard twelve (12) month warranty commencing on the effective date of the Interim Certificate of Completion.

.2 The Contractor is responsible for correcting all defects in the work during the warranty period, except for damage caused by misuse, abuse or neglect by others including the building occupants.

.3 The Project Authority will promptly notify the Departmental Representative in the event that defects or alleged defects appear in the work of the Contractor.

.4 The Departmental Representative will investigate all defects and alleged defects in the work promptly and issue appropriate instructions to the Contractor until all work is satisfactorily completed.

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### **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

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

## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

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

#### 1.2 Submission of Proposals

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

#### 1.3 Calculation of Total Score

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

Technical Rating x 70%	=	Technical Score (Points)
<u>Price Rating x 30%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

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

1. Submit one (1) bound original plus [five (5)] bound copies of the proposal and 1 electronic copy (CD or USB).
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 [two hundred (200)] pages. Double-sided submissions are preferred.

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 must include appropriate expertise in all engineering and architectural disciplines necessary to carry out the required services as outlined herein. The Proponent will be authorized to these services and must include individuals 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 law in Manitoba, Alberta or Saskatchewan. The Proponent must be eligible and willing to be licensed in the province in which they are not licensed.

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

##### **3.1.3 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**.

#### **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):

#### **1.0 Technical and Management - Point Rated Criteria**

Discussions on corporate experience, knowledge and methodology, and team experience for each task are to be clearly demonstrated for all bullets (sub tasks) identified within the scope of work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation will not be sufficient.

#### **1.1 Technical**

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**i) Corporate Experience:**

The bidder must demonstrate:

- a) the firm's specific depth and breadth of relevant experience within the past 7 years in completing the tasks including associated:
- experience in working with First Nations;
  - experience in working with various levels of government;
  - experience in working in remote locations.

**ii) Knowledge /Methodology:**

The bidder must demonstrate:

- a) knowledge of each task and associated sub-tasks that would be identified in a Call-up for each task (discipline);  
b) a methodology in approaching each task;  
c) typical challenges when completing and delivering tasks for each discipline, along with related mitigative measures; and  
d) proposed approaches to logistical planning for the tasks as appropriate, including those related to remote locations.

**iii) Team Experience:**

The bidder must provide:

- a) a CV for each of 2 core team members plus one core alternate for each of the Tasks 1.1.1, 1.1.2, 1.1.3 and 1.1.4:  
• one core team member will be a Senior Professional and the other core team member will be an Intermediate Professional;  
b) a CV for 1 core team member plus one core alternate for each of Tasks 1.1.5 up to and including 1.1.12:  
• the core team member can be either a Senior Professional or an Intermediate Professional;  
c) each CV will demonstrate relevant and specific training and experience and certifications to a maximum of 3 pages with font size no less than 10 point;  
d) the core alternate team member can be either a Senior Professional (must have minimum 15 years experience) or an Intermediate Professional (must have minimum 8 years experience); it is expected that core team members will be identified on each call-up.

Task	Corporate Experience	Knowledge/ Methodology	Team Experience	Total Pts available
1.1.1 Phase I/II/III Environmental Site Assessments including Geophysical and Geotechnical	30	30	30	90 <i>Pass Mark (60%) or 54 Points</i>

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(2 core plus one alternate team member)				
1.1.2 Preparation of Remedial Action Plan (2 core plus one alternate team member)	30	30	30	90 Pass Mark (60%) or 54 Points
1.1.3 Design and Specifications including Tendering Assistance (2 core plus one alternate team member)	30	30	30	90 Pass Mark (60%) or 54 Points
1.1.4 Site Supervision (2 core plus one alternate team member)	30	30	30	90 Pass Mark (60%) or 54 Points
1.1.5 Demolition Assessment and Waste Survey (1 core plus one alternate team member)	10	10	10	30
1.1.6 Human Health and Ecological Risk Assessment (1 core plus one alternate team member)	10	10	10	30
1.1.7 Hazardous Materials/Waste Auditing and Abatement Monitoring (1 core plus one alternate team member)	5	5	5	15
1.1.8 Mould Assessment and Abatement Monitoring (1 core plus one alternate team member)	5	5	5	15
1.1.9 Storage Tank Auditing (1 core plus one alternate team member)	10	10	10	30
1.1.10 Environmental Auditing (1 core plus one alternate team member)	5	5	5	15
1.2 Clear, Concise, Complete				
	Proposal is well organized and the organization is easy to understand (one point yes or no), respondent to all portions of RFP (one point yes or no) and well written as in easy to understand with no major grammar/spelling errors (one point).			3
2.0 Management				
2.1 Senior Lead/Principal (Main company contact)				

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	Identified Senior Lead/Principal and Senior Professional Team – this section should provide details of relevant experience/qualifications of the senior lead/principal as it relates to providing client service and managing multidisciplinary teams. This section should also include how the senior professional team (to be defined by the bidder) intends to deliver on projects with respect to the contract including their proposed roles, responsibilities, and interactions within their discipline, with other disciplines, with the client contact, and with the senior lead/professional. Senior Lead/Principal must have a minimum of 15 years experience.	10
<b>2.2 Organization Chart</b>		
	Submitted a detailed Organization Chart(s) of the Project Team (one point) illustrating PWGSC Contact Points (one point), Consultant's Staff (one point), Sub-Consultants (one point), relationships of each and integration of the various components (one point). This chart clearly indicated the relationships of all parties to the contractor, particularly for the issues of determining Prime Contractor and Sub-Contractors.	5
<b>2.3 Capacity &amp; Resource Management</b>		
	Provided evidence (such as on organization chart or through team member lists for each discipline/task in technical section) that the firm has the capacity to complete numerous projects at the same time. Describe resource management strategies to address potential issues with capacity or project coverage including integration of new staff and/or new processes within the firm.	10
<b>2.4 Understanding of Call-up Process</b>		
	Demonstrated understanding of PWGSC contracting process and the flow of how the project would go from receiving the Terms of Reference to project execution through a Call Up Management Plan. Bidders should clearly outline their proposed Management Plan for accepting and coordinating responses to a Call Up and be able to show an understanding of how the PWGSC Call Up process will be managed and distributed internally by the Bidder.	5
	<b>Minimum Points Acceptable Overall Technical and Management (65 Pass)(needs to be calculated based on final evaluation points values)</b>	<b>343.2</b>
	<b>Maximum Total Points Available Technical and Management</b>	<b>528</b>

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## TECHNICAL POINT RATED CRITERIA

Item	Weight Factor	Rating	Weighted Rating	Minimum Pass mark	Maximum Points
1.1.1 i)	3.0	0 – 10	0 – 30	54	90
1.1.1 ii)	3.0	0 – 10	0 – 30		
1.1.1 iii)	3.0	0 – 10	0 – 30		
1.1.2 i)	3.0	0 – 10	0 – 30	54	90
1.1.2 ii)	3.0	0 – 10	0 – 30		
1.1.2 iii)	3.0	0 – 10	0 – 30		
1.1.3 i)	3.0	0 – 10	0 – 30	54	90
1.1.3 ii)	3.0	0 – 10	0 – 30		
1.1.3 iii)	3.0	0 – 10	0 – 30		
1.1.4 i)	3.0	0 – 10	0 – 30	54	90
1.1.4 ii)	3.0	0 – 10	0 – 30		
1.1.4 iii)	3.0	0 – 10	0 – 30		
1.1.5 i)	1.0	0 – 10	0 – 10	n/a	30
1.1.5 ii)	1.0	0 – 10	0 – 10		
1.1.5 iii)	1.0	0 – 10	0 – 10		
1.1.6 i)	1.0	0 – 10	0 – 10	n/a	30
1.1.6 ii)	1.0	0 – 10	0 – 10		
1.1.6 iii)	1.0	0 – 10	0 – 10		
1.1.7 i)	0.5	0 – 10	0 – 5	n/a	15
1.1.7 ii)	0.5	0 – 10	0 – 5		
1.1.7 iii)	0.5	0 – 10	0 – 5		
1.1.8 i)	0.5	0 – 10	0 – 5	n/a	15
1.1.8 ii)	0.5	0 – 10	0 – 5		
1.1.8 iii)	0.5	0 – 10	0 – 5		
1.1.9 i)	1.0	0 – 10	0 – 10	n/a	30
1.1.9 ii)	1.0	0 – 10	0 – 10		
1.1.9 iii)	1.0	0 – 10	0 – 10		
1.1.10 i)	0.5	0 – 10	0 – 5	n/a	15
1.1.10 ii)	0.5	0 – 10	0 – 5		
1.1.10 iii)	0.5	0 – 10	0 – 5		
1.2	0.3	0 – 10	0 – 3	n/a	3
2.1	10	0 – 10	0 – 10	n/a	10
2.2	0.5	0 – 10	0 – 5	n/a	5
2.3	10	0 – 10	0 – 10	n/a	10
2.4	0.5	0 – 10	0 – 5	n/a	5
<b>Total Technical &amp; Management Rating</b>			<b>0 – 575</b>	<b>343.20</b>	<b>528</b>

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**To be considered further, bidders must achieve a minimum pass mark for section 1.1.1, 1.1.2, 1.1.3, 1.1.4 and an overall Technical Rating of 343.20 points out of 528 points available as specified above. No further consideration will be given to bidders not achieving the pass marks identified.**

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### 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:

Rating	Possible Range	% of Total Score	Score (Points)
1.0 Technical Rating and 2.0 Management Rating	0 – 528		
Total Technical Rating	0 – 528	70	0 – 70
Price Rating	100	30	0 – 30
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.



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### Generic Evaluation Table

PWGSC Evaluation Board members will **individually** evaluate the strengths and weaknesses of the Bidder'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. **At the time of evaluating proposals, the PWGSC Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.**

NON-RESPONSIVE	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

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#### SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the mandatory pass mark are opened upon completion of the technical evaluation.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price.

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

#### SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	70	0 - 70
Price Rating	0 - 100	30	0 - 30
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to [five (5)] Standing Offers.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70% for the technical merit** (including Technical and Management) and **30 % for the price**.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of technical points obtained / maximum number of technical points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

#### SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

☐ Declaration / Certifications Form - completed and signed form provided in Appendix A

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- ☐ 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>) 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 - 1 original + [5] copies and 1 electronic copy (CD or USB)
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

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

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## **APPENDIX A**

Declaration/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**

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint Venture

**Size of Organization**

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

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

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

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

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the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.



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**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 will 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.

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## **APPENDIX B**

Price Proposal Form

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## APPENDIX B - PRICE PROPOSAL

### INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Firms are advised that any travel time and travel related expenses associated with the delivery of services within a 10km radius of the location of work are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 10 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

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## APPENDIX B - PRICE PROPOSAL

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

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

Financial Bids will be evaluated as follows:

**NOTE: All Hourly Rates for Professional Fees and percentages for Communications and Major Disbursements used for evaluation will be taken from the Financial Bid.**

- In order to ensure that fair and competitive hourly rates are received for each of the positions listed, bidders must provide an hourly rate for each listed position below. The principal/senior lead must have the highest hourly rate listed, followed by the senior professional as the second highest. Failure to insert an hourly rate for each position listed will render the bid non-responsive.
- Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.
- The Sub-Total Evaluated Rates for A, B, and C will be added to the calculations for Communications and Major Disbursements to equal the Total Evaluated Financial Bid Price (See F, Summary of Estimated Costs, below).

### A. Standing Offer Yr 1: Date of Award - March 31, 2018

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	5	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	15	\$	\$
Junior Professional	15	\$	\$
Resident Engineer	10	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
Sub-Total Evaluated Rate (100%)			\$

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**B. Standing Offer Yr 2: April 01, 2018 - March 31, 2019**

<b>Professional Fees</b>			
<b>Resource Category/Title</b>	<b>Estimated Usage/Weight (%)</b>	<b>Hourly Rate</b>	<b>Evaluated Rate</b>
Senior Lead/Principal	5	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	15	\$	\$
Junior Professional	15	\$	\$
Resident Engineer	10	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>Sub-Total Evaluated Rate (100%)</b>			<b>\$</b>

**Rate Adjustment Applicable to:**  
**Standing Offer Yr 3 April 01, 2019 - March 31, 2020;**  
**Standing Offer Yr 4: April 01, 2020 - March 31, 2021; and**  
**Option Year April 01, 2021 - March 31, 2022**

1. Rate Adjustments

Prior to the commencement of Standing Offer Year 3 the firm hourly rates for these periods will be based upon the Standing Offer Year 2 firm hourly rate adjusted by the percentage change in the Average Weekly Earnings for Canada, unadjusted for seasonal variation, NAICS = Professional, scientific and technical services [541], excluding overtime, published by Statistics Canada, Table 281-0026, over the two immediately preceding Calendar years. Information is available electronically from <http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810026&&pattern=&stByVal=1&p1=1&p2=-1&tabMode=dataTable&csid=>

Prior to the commencement of Standing Offer Year 4 the firm hourly rates for these periods will be based upon the Standing Offer Year 3 firm hourly rate adjusted by the percentage change in the Average Weekly Earnings for Canada, unadjusted for seasonal variation, NAICS = Professional, scientific and technical services [541], excluding overtime, published by Statistics Canada, Table 281-0026, over the

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two immediately preceding Calendar years. Information is available electronically from  
<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810026&&pattern=&stByVal=1&p1=1&p2=-1&tabMode=dataTable&csid=>

In the event that Option Period 1 is exercised, the firm hourly rates for Option Period 1 will be based upon the Standing Offer Year 4 firm hourly rate as calculated above adjusted by the percentage change in the Average Weekly Earnings for Canada, unadjusted for seasonal variation, NAICS = Professional, scientific and technical services [541], excluding overtime, published by Statistics Canada, Table 281-0026, over the two immediately preceding Calendar years. Information is available electronically from  
<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810026&&pattern=&stByVal=1&p1=1&p2=-1&tabMode=dataTable&csid=>

## 2. Example Calculation

The following formula will be used to calculate the percentage change as described in items 1 above:  
Percentage Change =

$$\frac{((\text{Sum of Indices for Calendar Year prior to Calendar Year of the Option Period}) - 1) \times 100}{\text{Sum of Indices for Calendar Year two years prior to Calendar Year of the Option Period}}$$

### Example Scenario

To calculate the firm hourly rate for the Option Year of the Standing Offer, whereby the Option Year will commence April 1, 2021, the firm hourly rate for Standing Offer Year 4 would be increased by 2.64% based on the following assumptions:

Calendar Year Two Years prior to the Calendar Year of the Option Period - January 2019 - December 2019

Month	Indice
Jan 2019	1,046.72
Feb 2019	1,049.34
Mar 2019	1,029.99
Apr 2019	1,021.16
May 2019	1,014.95
Jun 2019	1,044.14
Jul 2019	1,045.33
Aug 2019	1,046.26
Sep 2019	1,063.52
Oct 2019	1,059.46
Nov 2019	1,037.66
Dec 2019	1,085.09
<b>Sum of Indices:</b>	<b>12,543.62</b>

Calendar Year prior to the Calendar Year of the Option Period - January 2020 - December 2020

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Month	Indice
Jan 2020	1,053.88
Feb 2020	1,045.03
Mar 2020	1,078.88
Apr 2020	1,054.66
May 2020	1,051.80
Jun 2020	1,081.64
Jul 2020	1,066.64
Aug 2020	1,066.13
Sep 2020	1,066.82
Oct 2020	1,082.54
Nov 2020	1,099.69
Dec 2020	1,127.23
<b>Sum of Indices:</b>	<b>12,874.94</b>

Percentage Change =  $\left( \left( \frac{12,874.94}{12,543.62} \right) - 1 \right) \times 100$

Percentage Change = 2.64%

**D. Communications**

Sub-Total Evaluated Rates (A+B+C) x Firm Fixed Fee at \_\_\_\_% = Total \$ \_\_\_\_\_

**E. Major Disbursements**

Estimated at \$25,000 (for evaluation purposes only) x (1 + Firm Fixed \_\_\_\_%) =

Total \$ \_\_\_\_\_

**G. Summary of Estimated Costs**

Sub-Total Evaluated Rates for Professional Fees (A + B + C)	\$
Communications	\$
Major Disbursements	\$
<b>Total Evaluated Financial Bid Price (GST Extra)</b>	<b>\$</b>

END OF PRICE PROPOSAL FORM



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## **APPENDIX B1**

### **BASIS OF PRICING**

**(WILL FORM THE BASIS OF PAYMENT)**

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## **1. Professional Fees**

1.1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, GST extra. The rates will be firm for the full period of the Standing Offer.

1.2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.

1.3 Personnel substituted, with the prior written approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.

1.4 Overtime will be charged at the firm hourly rate, no multiplier shall be allowed.

## **2. Disbursements**

### **2.1 Communications**

Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees above.

### **2.2 Major Disbursements**

2.2.1 Major disbursements shall be recovered at cost plus a firm fixed percentage. Major disbursements shall include: materials, supplies, testing & analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans). Major disbursements shall be invoiced with supporting documentation including back-up receipts. Air craft charters for the purposes of transporting project personnel will not be treated as major disbursements and shall be processed as a travel expense.

2.2.2 Major disbursements must be specific project related and must not include expenses that are related to the normal operation of the Consultant's business or will be shared for other projects. The following costs must not be included in the major disbursement fees required to deliver the consultant services and will not be reimbursed separately:

- Office equipment including telephones and cell phones;
- Personal Protective Equipment;
- First Aid Kits;
- computers;
- software;
- cameras;
- video cameras;
- hand held GPS units;
- satellite phones.

2.2.3 Consumables and rental rates for equipment owned by Consultant will not be recovered in the major disbursement firm fixed percentage and will not be recovered with the use of internal Consultant receipt. The definition of consumables and rental equipment owned by Consultant includes but is not limited to all materials and supplies required to complete the objective of testing and analysis such as paper towels, plastic bags, pens, markers, shovels, first aid kits, tool kits, hand tools, pin finders, interface probes, vapour analysers (PIDs), personal protective equipment, safety gear, hard hats, confined space meter, water level meter, field note books, water samplers, water quality meters, multi-meters, sampling pumps, two way radios, GPS trackers, air sampling pumps and stands, sediment samplers, garbage bags, bailers, string, etc. These expenses should be included in the Professional hourly fees.

### **2.3 Travel and Living Expenses**

2.3.1 In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint Council on Travel and Living Expenses, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class. Company owned vehicles used for project related work (traveling to the site and use while on the job) outside the designated 10 km radius of the work site, will be reimbursed with the applicable kilometric rate only. Daily use charges will not be allowed.

2.3.2 all travel must have the prior authorization of the project authority.

2.3.3 All payments are subject to government audit.

2.3.4 All information relating to National Joint Council Travel Directive 2.3 can be access through the following web site: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

### **3. Limitation of Expenditure**

With the exception of the firm elements above, the amounts shown in the respective categories of the Basis of Pricing are estimates, and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized Call-up does not exceed the limitation of expenditure specified in the authorized Call-up.

### **4. Prices are F.O.B: Destination**

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**Proposed Basis Of Pricing Table (Will Form Basis of Payment)**

**A. Professional Fees Unit Price Table**

**Period Date of Award (TBD) - March 31, 2018**

Item	Resource Category/Title	Hourly Rate (Cdn \$)
1	Senior Lead/Principal	\$
2	Senior Professional	\$
3	Intermediate Professional	\$
4	Resident Engineer	\$
5	Junior Professional	\$
6	Senior Technologist	\$
7	Intermediate Technologist	\$
8	Junior Technologist	\$
9	CADD/Draftsperson	\$
10	Administration	\$
Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.		

**Period April 01, 2018 - March 31, 2019**

Item	Resource Category/Title	Hourly Rate (Cdn \$)
1	Senior Lead/Principal	\$
2	Senior Professional	\$
3	Intermediate Professional	\$
4	Resident Engineer	\$
5	Junior Professional	\$
6	Senior Technologist	\$
7	Intermediate Technologist	\$
8	Junior Technologist	\$
9	CADD/Draftsperson	\$
10	Administration	\$
Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.		

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**Period April 01, 2019 - March 31, 2020 (to be determined as per Rate adjustment process)**

Item	Resource Category/Title	Hourly Rate (Cdn \$)
1	Senior Lead/Principal	\$
2	Senior Professional	\$
3	Intermediate Professional	\$
4	Resident Engineer	\$
5	Junior Professional	\$
6	Senior Technologist	\$
7	Intermediate Technologist	\$
8	Junior Technologist	\$
9	CADD/Draftsperson	\$
10	Administration	\$
Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.		

**Period April 01, 2020 - March 31, 2021 (to be determined as per Rate adjustment process)**

Item	Resource Category/Title	Hourly Rate (Cdn \$)
1	Senior Lead/Principal	\$
2	Senior Professional	\$
3	Intermediate Professional	\$
4	Resident Engineer	\$
5	Junior Professional	\$
6	Senior Technologist	\$
7	Intermediate Technologist	\$
8	Junior Technologist	\$
9	CADD/Draftsperson	\$
10	Administration	\$
Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.		

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**OPTION Period April 01, 2021 - March 31, 2022 (to be determined as per Rate adjustment process)**

Item	Resource Category/Title	Hourly Rate (Cdn \$)
1	Senior Lead/Principal	\$
2	Senior Professional	\$
3	Intermediate Professional	\$
4	Resident Engineer	\$
5	Junior Professional	\$
6	Senior Technologist	\$
7	Intermediate Technologist	\$
8	Junior Technologist	\$
9	CADD/Draftsperson	\$
10	Administration	\$
Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.		

**2. Disbursements (from date of award to March 31, 2022 inclusive)**

**A. Communications**

Firm Fixed Fee at \_\_\_\_% of Professional Fees

**B. Major Disbursements**

Cost Plus Firm Fixed \_\_\_\_%

**C. Travel and Living Expenses**

As per the terms in Appendix B1 2.3

**D.** Consumable and Internal rentals are included in the firm fixed percentage of Major Disbursements.

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## **APPENDIX C**

### **WESTERN REGION GENERAL PROCEDURES AND STANDARDS**

*See attached document*

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## **APPENDIX D**

### **STANDING OFFER USAGE REPORTS**



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

Buyer ID - Id de l'acheteur  
ncs012  
CCC No./N° CCC - FMS No./N° VME

---

## STANDING OFFER USAGE REPORTS

The Consultant must provide annually Standing Offer usage reports. The Consultant agrees that it is their responsibility to implement a system for tracking Standing Offers under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Standing Offer Usage Report must include all the completed Standing Offers for goods and services supplied under this Contract.

### Standing Offer Usage Report Submission Schedule:

Work periods end March 31<sup>st</sup> annually and reports are *due April 31<sup>st</sup> annually*.

The Consultant must provide information on each completed call up using the following format:

CU NUMBER	CU DOLLAR VALUE (GST INCLUDED)	CUMULATIVE CU DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated CUs to date (Cumulative Dollar Value + Period Dollar Value):</b>			

☐ Check this box if you are submitting a NIL REPORT (We have not done any business with Canada under this Contract, for this period).

SEND TO: crystal.sarna@pwgsc-tpsgc.gc.ca Or  
Facsimile: (204) 983-7796

Solicitation No. - N° de l'invitation  
EW699-170520/A  
Client Ref. No. - N° de réf. du client  
PWGSC-EW699-170520

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

Buyer ID - Id de l'acheteur  
ncs012  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX E**

### **SECURITY REQUIREMENT CHECKLIST (SRCL)**

*See attached PDF document*



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

Canada



# GENERAL PROCEDURES & STANDARDS

## For Professional & Design Services

MMXI Edition

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



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## **I INTRODUCTION**

### **I.1 GENERAL PROCEDURES AND STANDARDS**

#### **I.1.1 GENERAL**

- .1 These PWGSC *General Procedures and Standards* (P&S) have been developed to:
  - .1 Facilitate the development of a rational, well-documented design process; and
  - .2 Ensure compliance with federal government standards, PWGSC Policies and Treasury Board directives.

#### **I.1.2 HARMONIZATION WITH THE TERMS OF REFERENCE (TOR)**

- .1 The P&S document must be used in conjunction with the TOR, as the two documents are complimentary.
- .2 The TOR describes project-specific requirements, services and deliverables while the GP&S document outlines with minimum standards and procedures common to all projects.
- .3 In the case of a conflict between the two documents, the requirements of the TOR override this document.

### **I.2 PROJECT DELIVERY**

#### **I.2.1 GENERAL REQUIREMENTS**

- .1 The project delivery requirements outlined in this section are applicable to the design and construction of all PWGSC projects in Western Region, unless otherwise indicated in the TOR.
- .2 Under the direction of the Consultant, the Consultant team shall provide fully integrated and coordinated professional and design services for the delivery of a project, in accordance with the requirements in the TOR and as contained herein.
- .3 The Consultant must:
  - .1 Obtain written authorization from the Departmental Representative before proceeding from one phase of work to the next phase of a project;
  - .2 Coordinate all services with the Departmental Representative;
  - .3 Deliver each project utilizing best practices in support of User Department needs, respecting the approved financial budget, schedule, scope, quality energy budget;
  - .4 Establish a cohesive functional partnership and open communication between all members of the project delivery team throughout all phases of the project life;
  - .5 Ensure that the Consultant team has an in-depth understanding and collective 'buy-in' of the project requirements, scope, budget and scheduling objectives, working constructively to build a collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members, including representatives from PWGSC and the User Department;
  - .6 Conduct rigorous quality assurance reviews during the design and construction phases, including the application of value engineering principles during the design of all complex systems;
  - .7 Provide a written response to all PWGSC comments included in Quality Assurance reviews conducted throughout the design of the project;
  - .8 If any alterations are required during the development of the design, analyse the impact on all project components and resubmit for approval before proceeding further;
  - .9 Establish and maintain a change control procedure for scope changes;



- .10 Ensure that an experienced Project Architect or Project Engineer is assigned to each project, who shall be responsible for the production, coordination and delivery of all design and construction documents for all project disciplines;
- .11 Prepare a continuous risk identification and management program employing effective methodologies to ensure construction safety as well as claims avoidance;
- .12 Provide continuous and comprehensive documentation of the project at all stages of the project implementation;
- .13 Ensure continuity of key personnel and maintain a dedicated working team for the life of the project;

### **I.2.2 SERVICE DELIVERY FOR ALL PROJECTS**

- .1 For all projects, the Consultant shall:
  - .1 Deliver the project to be within;
    - .1 The established construction budget,
    - .2 The key milestones, according to the established project schedule.
  - .2 Ensure that each Consultant team member:
    - .1 Understands the project requirements, for seamless delivery of the required services;
    - .2 Functions as a cohesive partnership with open communication between all members of the project delivery team throughout all phases of the project life;
    - .3 Function as an integrated and focused team with an in-depth understanding and collective 'buy-in' of the project requirements, scope, budget and scheduling objectives.
- .3 Provide;
  - .1 Full co-ordination of services with other consultants engaged by PWGSC,
  - .2 A continuous risk management program to address the risks associated specifically with this project, including construction safety and claims avoidance issues.
- .4 Deliver the work in a professional manner during all phases of the project, employing best practices for budget, schedule, quality, and scope management;
- .5 Maintain continuity of key personnel and maintain a dedicated working team for the life of the project.

### **I.2.3 SERVICE DELIVERY (BUILDINGS)**

- .1 For Building projects, where an Architectural firm is the Prime Consultants, the Consultant team shall, as a minimum, adhere to the standards of services outlined in the "Canadian Handbook of Practice for Architects - Volume 2 Management" (latest edition) distributed by the Royal Architectural Institute of Canada (RAIC).

### **I.2.4 SERVICE DELIVERY (ENGINEERING)**

- .1 For Engineering projects, where an Engineering firm is the Prime Consultants, the Consultant team shall adhere to the standards of services established by the Professional Engineering Association in the Province or Territories where the project is located.

## **I.3 PROCUREMENT OF GOODS AND SERVICES**

### **I.3.1 PUBLIC PROCUREMENT**

- .1 Public procurement by Canada is legislated and guided by a number of international and national trade agreements, and acts, as well as policies, directives, and guidelines provided by the Treasury Board Secretariat (TBS) and PWGSC.





- .2 There is one over-arching principle for all PWGSC procurement activities: Integrity. Subordinate to this are guiding principles, which provide the framework for PWGSC procurement process.
- .3 For further information refer to the following web link;
  - .1 <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

### **I.3.2 INTEGRITY AND GUIDING PRINCIPLES**

- .1 PWGSC procurement processes will be open, fair and honest.
- .2 Client Service:
  - .1 PWGSC will make every reasonable effort to satisfy the operational requirements of its clients, while obtaining the best value in each procurement process.
- .3 National Objectives:
  - .1 PWGSC procurement activities will advance established government policies, within the limits imposed by international trade obligations.
- .4 Competition:
  - .1 PWGSC procurement will be competitive, with specific exceptions.
- .5 Equal Treatment:
  - .1 PWGSC must ensure that all potential bidders of a particular requirement are subject to the same conditions.
- .6 Accountability:
  - .1 PWGSC is accountable for the integrity of the contracting process.



## **2 REQUIRED SERVICES STANDARDS**

### **2.1 GENERAL**

- .1 Where Services are called for in the project specific TOR, the standards outlined in the following articles apply.

### **2.2 COST MANAGEMENT**

#### **2.2.1 GENERAL**

- .1 The following provides a general indication of the information needed by the Consultant's cost estimator to prepare specific classifications of estimates.
- .2 These are the minimum requirements only and should be supplemented where additional information exists or is warranted.
- .3 Construction cost estimates are to be prepared and submitted to PWGSC at various stages during the design process.
- .4 In addition to the Consultants' estimate, PWGSC may have independent estimates performed to compare with the Consultant estimate.

#### **2.2.2 TREASURY BOARD (TB) SUBMISSIONS**

- .1 Projects that are subject to TB approval are normally submitted twice.
  - .1 The first submission is for Preliminary Project Approval (PPA) at Pre-Design or Schematic Design stage of a project and must include an Indicative Estimate for the cost of the work.
  - .2 The second submission is for Effective Project Approval (EPA) at the completion of Design Development or Pre-Tender stage of a project and must include a Substantive Estimate for the cost of the work.
- .2 The Treasury Board estimate definitions are:
  - .1 Indicative Estimate;
    - .1 A low quality, order of magnitude estimate that is not sufficiently accurate to warrant TB approval as a Cost Objective.
  - .2 Substantive Estimate;
    - .1 An estimate which is of sufficiently high quality and reliability as to warrant TB approval as a Cost Objective for the project phase under consideration.
    - .2 It is based on detailed systems and component design, taking into account all project objectives and deliverables.
- .3 TB Terminology:
  - .1 Constant dollar estimate;
    - .1 This is an estimate expressed in terms of the dollars of a particular base fiscal year.
      - .1 It includes no provision for inflation.
      - .2 Cash flows over a number of fiscal years may also be expressed in constant dollars of the base year including no allowance for inflation in the calculation of costs.
  - .2 Budget-year (BY) dollar estimate:
    - .1 Budget year dollars is also be referred to as Nominal dollars or Current dollars.
      - .1 This is an estimate based on costs arising in each FY of the project schedule.
      - .2 It is escalated to account for inflation and other economic factors affecting the period covered by the estimate.
    - .2 The costs and benefits across all periods should initially be tabulated in budget year dollars for three following reasons:



- .1 First; this is the form in which financial data are usually available,
- .2 Second; adjustments, such as tax adjustments, are accurately and easily made in budget year dollars,
- .3 Finally; working in budget-year dollar enables the analyst to construct a realistic picture over time, taking into account changes in relative prices.

### **2.2.3 CLASSES OF ESTIMATES**

- .1 PWGSC applies a detailed, four level, classification using the terms Class A, B, C and D.
- .2 Apply these estimate classifications at the project stages as defined in the TOR.
- .3 For projects required to be submitted to TB for approval:
  - .1 An Indicative Estimate shall be at least a class 'D'; and
  - .2 A Substantive Estimate shall be at least a class 'B'.

### **2.2.4 CLASS 'D' (INDICATIVE) ESTIMATE**

- .1 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 of all the options being considered.
- .2 Submit Class 'D' cost estimates in elemental analysis format, in accordance with the 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.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class D cost estimate shall be such that no more than a 20% design contingency allowance is required.

### **2.2.5 CLASS 'C' ESTIMATE**

- .1 Based on a comprehensive list of requirements and assumptions, including a full description of the preferred Schematic Design option, construction experience, design experience and market conditions, this estimate must be sufficient for making the correct investment decision.
- .2 Submit Class 'C' cost estimates in elemental analysis format, in accordance with the 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.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class C cost estimate shall be such that no more than a 15% design contingency allowance is required.

### **2.2.6 CLASS 'B' (SUBSTANTIVE) ESTIMATE**

- .1 Based on design development drawings and outline specifications, which include the preliminary 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.
- .2 Submit Class 'B' cost estimates in both elemental analysis format and trade divisional format, in accordance with the latest edition issued by the Canadian Institute of Quantity Surveyors.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class 'B' cost estimate shall be such that no more than a 10% design contingency allowance is required.

### **2.2.7 CLASS 'A' (PRE-TENDER) ESTIMATE**



- .1 Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate must be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender.
- .2 Submit Class 'A' cost estimates in both elemental analysis format and trade divisional format, in accordance with the latest edition issued by the Canadian Institute of Quantity Surveyors.
- .3 Include a summary in the cost estimate, plus full back up, showing items of work, quantities, unit prices, allowances and assumptions.
- .4 The level of accuracy of a class 'A' cost estimate shall be such that no more than a 5% design contingency allowance is required.

## **2.3 SCHEDULE MANAGEMENT**

### **2.3.1 SCHEDULER**

- .1 The Scheduler shall provide a Project Planning and Control Schedule for the project, for the purpose of Planning, Scheduling, Progress Monitoring (Time Management), during all the design phases up to the construction procurement phase.
- .2 A qualified Scheduler, with experience commensurate with the complexity of the project, is required to develop and monitor the project schedule during the design process.
- .3 The Scheduler shall adhere to good industry practices for schedule development and maintenance, as recognized by the Project Management Institute (PMI).
- .4 PWGSC presently utilizes the Primavera Suite software and Microsoft Project for its current Control Systems and any software used by the consultant should be fully integrated with either of these programs, using one of the many commercially available software packages.

### **2.3.2 PROJECT SCHEDULE**

- .1 A Detailed Project Schedule is a schedule developed in reasonable detail to ensure adequate Time Management planning and control of the project.
- .2 Project Schedules are used as a guide for the planning, design and implementation phases 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).
- .3 When building a Project Schedule, the Consultant must consider:
  - .1 The level of detail required for control and reporting;
  - .2 The reporting cycle shall be monthly, unless otherwise identified in the Terms of Reference;
  - .3 What is required for reporting in the Project Teams Communications Plan; and
  - .4 The nomenclature and coding structure for naming of scheduled activities, which must be submitted to the Project Manager for acceptance.

### **2.3.3 MILESTONES**

- .1 The Major Milestones are standard Deliverables and Control Points within NPMS and are required in all schedule development.
- .2 These Milestones will be used in Time Management Reporting within PWGSC as well as used for monitoring project progress using Variance Analysis.
- .3 Milestones may also be external constraints such as the completion of an activity, exterior to the project, affecting the project.

### **2.3.4 ACTIVITIES**

- .1 All activities will need to be developed based on:
  - .1 Project Objectives;
  - .2 Project Scope;



- .3 Milestones;
- .4 Meetings with the project team; and
- .5 The scheduler's full understanding of the project and its processes.
- .2 Subdivide the elements down into smaller more manageable pieces that organize and define the total scope of work in levels that can be scheduled, monitored and controlled.
  - .1 This process will develop the Activity List for the project.
- .3 Each activity will describe the work to be performed using a verb and noun combination (i.e. Review Design Development Report).
- .4 These elements will become activities, interdependently linked in the Project Schedule.

### **2.3.5 SCHEDULE REVIEW AND APPROVAL**

- .1 Once the scheduler has identified and properly coded all the activities to the acceptance of the Project Manager, the activities are then sorted into a logical order and appropriate duration are applied to complete the schedule.
- .2 The scheduler, together with the Project Team, can then analyze the schedule to see if the milestone dates meet the project timelines and then adjust the schedule accordingly by modifying durations or changing logic.
- .3 When the schedule has been satisfactorily prepared, the scheduler can present the detailed schedule back to the Project Team for acceptance and application as the project baseline.
- .4 There may be several iterations before the schedule meets with the Project Teams agreement and the critical project timelines.
- .5 The final agreed version must be copied and saved as the baseline to monitor variances during the design process.

### **2.3.6 SCHEDULE MONITORING AND CONTROL**

- .1 Once Baseline, the schedule can be better monitored, controlled and reports can be produced.
- .2 Monitoring is performed by, comparing the baseline activities completed 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.
- .3 There will be several schedules generated from the analysis of the baseline schedule as outlined in the Required Services Sections of the TOR.
- .4 Each updated schedule reflects the progress of each activity to date, any logic changes, both historic and planned, projections of progress and completion indicating the actual start and finish dates of all activities being monitored.
- .5 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 in accordance with the TOR.
- .6 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.
  - .1 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.



- .7 At each submission or deliverable stage, provide an updated schedule and exception report.

## **2.4 RISK MANAGEMENT**

### **2.4.1 CONTEXT**

- .1 The Departmental Representative prepares the Risk Management Plan.
- .2 The Departmental Representative may ask for assistance from the Consultant Team for identification of risk items and factors arising from the technical requirements of the project.

## **2.5 WASTE MANAGEMENT**

### **2.5.1 PROTOCOL**

- .1 The Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol to which PWGSC is bound, provides direction on the undertaking of non-hazardous solid waste management actions on projects.
  - .1 The protocol is designed to meet the federal requirements, provincial/territorial policies and the objectives of the PWGSC Sustainable Development Strategy (SDS).
- .2 The contractor must implement a solid waste management program.
- .3 Contractors must be instructed to plan for extra project time when implementing CRD waste diversion initiatives.
  - .1 Added labour costs can be recuperated and waste management costs savings can be achieved through reduced tipping fees, avoided haulage costs, and the sale of reusable and recyclable materials.

### **2.5.2 CONSULTANT RESPONSIBILITIES**

- .1 Research and investigate hazardous waste disposal strategies in context of the project and make recommendations.
- .2 Include in the contract documents, a requirement for the contractor to develop a waste reduction and management plan during the construction of this project.
- .3 Identify, on the site plan where large (garbage) bins shall be stored, as well as easy disposal truck access/exit to/from same, to assist the Contractor in reducing waste or re-cycling of materials on and off site.

## **2.6 TECHNICAL REPORTS**

### **2.6.1 PURPOSE**

- .1 This section provides direction and standards for the preparation of reports delivered to PWGSC during all the various stages of project delivery and for specific services such as investigations, studies, analysis, strategies, audits, surveys, programs, plans, etc.
- .2 Technical Reports are official government documents, which are typically used to support an application for approval or to obtain authorization or acceptance and as such they must:
  - .1 Be complete, clear and professional in appearance and organization, with proper reference to related parts and contents in the report;
  - .2 Clearly outline the intent, objectives, process, results and recommendations;
  - .3 Present the flow of information and conclusions in a logical, easy to follow sequence;
  - .4 Be in written narrative, graphic, model (traditional and / or computer generated), and photographic format, which can be web enabled;
  - .5 Ensure that all pages are numbered in sequence; and
  - .6 Be printed double-sided, if hard copies are produced.

### **2.6.2 STANDARDS FOR PWGSC TECHNICAL REPORTS**

- .1 Standard practice for the organization of technical reports requires:



- .1 A cover page, clearly indicating the nature of the report, the date, the PWGSC reference number and who prepared the report;
- .2 A Table of Contents;
- .3 An Executive Summary;
- .4 The body of the report is to be structured such that the reader can easily review the document and locate, respond to and /or reference related information contained elsewhere in the report;
- .5 Appendices used for lengthy segments of the report, supplementary and supporting information and / or for separate related documents.
- .2 The report content must:
  - .1 Ensure that the executive summary is a true condensed version of the report following the identical structure, including only key points and results / recommendations requiring review and / or approval;
  - .2 Use a proper numbering system (preferably legal numbering), for ease of reference and cross-reference;
    - .1 The use of 'bullets' is to be avoided.
  - .3 Use proper grammar, including using complete sentences, in order to ensure clarity, avoid ambiguity and facilitate easy translation into French, if required;
    - .1 The use of undefined technical terms, industry jargon and cryptic phrases are to be avoided.
  - .4 Be written as efficiently as possible, with only essential information included in the body of the report and supporting information in an appendix if needed.

### **2.6.3 PRE-DESIGN REPORT CONTENT**

- .1 Administrative aspects to be included (but not limited to) are:
  - .1 Quality management process for the consultant team;
  - .2 Confirmation that all necessary pre-design documentation required for this project is available and confirmation that the information is still current and up-to-date.
- .2 Regulatory Analysis aspects to be included (but not limited to) are:
  - .1 Preliminary summary of regulatory and statutory requirements, authorities having jurisdiction, and codes, regulations, and standards.
- .3 Program Analysis aspects to be included (but not limited to) are a review and analysis of:
  - .1 Functional program, User Department reports and studies, Space data sheets, Work stations, offices, common areas and commercial space requirements, Laboratories, Data Room requirements, etc.
- .4 Site Analysis aspects to be included (but not limited to) are a review and analysis of:
  - .1 Site features and restrictions (i.e. landscape features, topographical feature, climatic influences, setback requirements, easements, existing buildings, and / or structures.);
  - .2 Subsurface, geotechnical analysis of soils;
  - .3 Municipal infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, fire protection, domestic water, power, telecommunications,);
  - .4 Historical/archaeological features, previous uses;
  - .5 Environmental features including sustainable design opportunities.
- .5 Building Analysis aspects to be included (but not limited to) are a review and analysis of:
  - .1 Substructure, including foundations and basement(s), parking;
  - .2 Shell, including superstructure, interior structural systems, exterior enclosure, roofing;
  - .3 Interiors, including interior construction, stairs, interior finishes;





- .4 Services, including conveying (elevators, escalators), plumbing, HVAC, fire protection, electrical, telecommunications, building automation;
- .5 Equipment and furnishings;
- .6 Special construction and demolition, materials abatement.
- .6 Budget, Schedule, and Risk Analysis aspects to be included (but not limited to) are:
  - .1 Updated Class 'D' estimate and revised schedule;
  - .2 Analysis of risk implications and preliminary mitigation strategies.
- .7 Sustainable Development Strategies
  - .1 Proposed policy for the project to minimize environmental impacts consistent with the project objectives and economic constraints, including:
    - .1 Recommendations on Sustainable Development Design standards to be applied to the project;
    - .2 Achievable levels for LEED® or Green Globes certification;
    - .3 Preliminary sustainability targets for water and energy use, waste reduction etc.
  - .2 Environmental impacts and application of the Canadian Environmental Assessment (CEA) Act.

#### **2.6.4 SCHEMATIC DESIGN REPORT CONTENT**

- .1 Standard practice for the organization of technical reports requires:
  - .1 Executive Summary;
  - .2 Regulatory Analysis;
    - .1 Preliminary building code analysis,
    - .2 Preliminary zoning analysis,
    - .3 Fire and life safety strategy, and
    - .4 Preliminary standards analysis.
  - .3 Program Analysis;
    - .1 Updated Functional Program requirements,
    - .2 Preliminary horizontal and vertical zoning diagrams,
    - .3 Spatial relationship diagrams,
    - .4 Facilities services strategy,
    - .5 Basic area calculations and analyses.
  - .4 Site Analysis;
    - .1 Drawings, renderings and supporting 3D visualization illustrating the building and site,
    - .2 Site features and restrictions (i.e. landscape features, topographical features, climatic influences, setback requirements, easements, existing buildings and/or structures etc.),
    - .3 Subsurface features,
    - .4 Municipal infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, fire protection, domestic water, power, telecommunications etc.),
    - .5 Historical site features,
    - .6 Archaeological features,
    - .7 Environmental features including sustainable design strategies (i.e. storm water management, landscaping etc.).
- .2 Building Analysis and Design Options;
  - .1 Architectural,





- .1 Prepare a site plan indicating relationships, landscape concept, building outlines, main accesses, roadways, vehicular and pedestrian traffic patterns,
- .2 Provide building plans, showing relative disposition of main accommodation areas, circulation patterns, floors, horizontal and vertical space relationships, mechanical / electrical shafts,
- .3 Include elevations, sections and typical wall details for the building envelope,
- .4 Provide perspectives and / or 3D visualization diagrams, and
- .5 Calculate the gross building area and provide a net area summary of all accommodation areas required.
- .2 Civil,
  - .1 Describe the overall impact on the site systems infrastructure,
  - .2 Verify of all site services information,
  - .3 Provide a site plan showing the existing building, proposed site services, building service connections, site drainage, roads, parking and sidewalks, and
  - .4 Include a preliminary analysis of the impact on existing systems, where contributing to existing sewer lines.
- .3 Structural / Seismic,
  - .1 Describe the potential impact on the existing building structure and include any required structural modifications and /or upgrades,
  - .2 Provide a general description of structures, including systems considered and benefits/disadvantages,
  - .3 Include design loads for all load cases, and
  - .4 Prepare concept drawings of structural systems proposed, including typical floor plans, foundations, lateral systems and explanatory sketches.
- .4 Mechanical Engineering,
  - .1 Provide narratives describing the following,
    - .1 Overview,
    - .2 Code & Standards Considerations & Concerns,
    - .3 Potential Energy Conservation Measures,
    - .4 Description of three distinct mechanical options including,
      - .1 Narratives of each option,
      - .2 Discussion of advantages and disadvantages of each,
      - .3 System schematics sufficient to describe each option,
      - .4 Preliminary energy analysis for each,
      - .5 Discussion of recommendations.
- .5 Electrical Engineering,
  - .1 Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and acceptance by the Departmental Representative,
    - .1 Include feasibility and economic studies of proposed systems complete with cost figures and loads, and in accordance with Sustainable Development requirements.
  - .2 Prepare a site plan showing the location of electrical and telecommunication service entrances.
  - .3 Prepare floor plans indicating locations and size of,
    - .1 Major electrical equipment and distribution centres,
    - .2 Telecommunications rooms, closets and major conduits,



- .4 Provide Normal and Emergency power distribution details, including a diagram showing the distribution up to distribution centres on each floor,
- .5 Indicate typical lighting concepts for the interior and exterior environments,
- .6 Indicate typical ceiling (or floor) distribution systems for lighting, power and telecommunications, and
- .7 Provide concept descriptions of Fire alarm and Security systems.
- .3 Commissioning;
  - .1 Provide preliminary commissioning plan.
- .4 Cost Management;
- .5 Schedule Management;
- .6 Furniture / Equipment;
  - .1 Prepare a Furniture Recommendation Report based on the Functional Program and on parameters developed in conjunction with the Departmental Representative and the Client / User. Report to include an examination of the following;
    - .1 Procurement process and requirements,
    - .2 Furniture type and layout,
    - .3 Panel screen height,
    - .4 Power requirements,
    - .5 Finishes.
  - .2 Recommendations are to take into consideration current inventory of furniture and reflect the client's vision, functional requirements, proposed planning alternatives, space allocation and project budget.
  - .3 Prepare a Class 'C' cost estimate for refurbishment of existing furniture and / or the purchase of new furniture and equipment.
  - .4 Document scheduling requirements for refurbishment of existing furniture and / or the procurement of new furniture and equipment.
- .7 Budget;
  - .1 Class 'C' Estimates for each option.
- .8 Schedule;
  - .1 Milestone project schedule including allowances for reviews and approvals for each stage of the project life cycle.
- .9 Risk Analysis;
  - .1 Report on any deviations that may affect cost or schedule and recommend corrective measures.
- .10 Sustainable Development Strategies;
  - .1 Indicate how each option can meet the sustainability targets, and
  - .2 Provide energy simulations of the proposed design options, including estimated annual energy cost as predicted by using current energy cost for the appropriate area.
- .11 Response to PWGSC Quality Assurance Report ; and
- .12 Project Log tracking all approved major decisions including those affecting changes to project scope, budget and schedule.

#### **2.6.5 DESIGN DEVELOPMENT REPORT CONTENT**

- .1 Executive Summary
- .2 Regulatory Analysis
  - .1 Preliminary building code analysis;



- .2 Preliminary zoning analysis;
- .3 Fire and life safety strategy;
- .4 Preliminary standards analysis
- .3 Program Analysis
  - .1 Updated Functional Program requirements
  - .2 Preliminary horizontal and vertical zoning diagrams;
  - .3 Facilities services strategy;
  - .4 Basic area calculations and analyses;
- .4 Site Analysis
  - .1 Drawings, renderings and supporting 3D visualization illustrating the building and site,
  - .2 Site features and restrictions (i.e. landscape features, topographical features, climatic influences, setback requirements, easements, existing buildings and/or structures etc.);
  - .3 Subsurface features;
  - .4 Municipal infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, fire protection, domestic water, power, telecommunications etc.);
  - .5 Historical site features;
  - .6 Archaeological features;
  - .7 Environmental features including sustainable design strategies (i.e. storm water management, landscaping etc.);
- .5 Building Analysis and Design Options
  - .1 Architectural
    - .1 Prepare a site plan showing the building and Infrastructure items including the following:
      - .1 Pedestrian, vehicular, security, delivery service access,
    - .2 Provide floor plans of each level (including the roof) showing all accommodation required, including all necessary circulation areas, stairs, elevators, and ancillary spaces anticipated for service use. Indicate building grids, modules, and key dimensions.
    - .3 Provide reflected ceiling plans of ceilings with special features.
    - .4 Show elevations of all exterior building facades indicating all doors and windows, accurately sized and projected from the floor plans and sections.
      - .1 Clearly indicate levels for grade, all floors, ceilings, roof and penthouse levels.
    - .5 Develop cross-sections through the building to show floor levels, room heights, inner corridor elevations, etc.
    - .6 Identify primary architectural materials proposed for the exterior and interior of the building, including choice of finishes.
    - .7 Provide plans and preliminary details for millwork, built-in furniture and lab casework.
    - .8 Provide detail sections of walls with special design features requiring illustration and explanation at this stage, such as firewalls, acoustical barriers, security partitions, isolation or separation of laboratory spaces, etc.
    - .9 Special construction and demolition, including heritage conservation and rehabilitation requirements, hazardous materials abatement,
    - .10 Provide sections and details for any spaces requiring acoustic security.
      - .1 Include STC ratings for doors, transfer ducts and other assemblies
  - .2 Civil



- .1 Further refine site plans showing site services and building service connections referenced to proposed building outlines, site access roads and sidewalks, including existing and proposed grades and drainage improvements.
- .2 Indicate locations of manholes (complete with invert elevations), valves, and fire hydrant locations.
- .3 Identify proposed pipe sizes and slopes, where applicable, and include pipe invert elevations at building foundation.
- .4 Identify, by means of Design Summary Sheets, pipe capacity and estimated flows for storm and sanitary sewers. Where contributing to an existing sewer, include analysis of impact on existing systems.
- .5 Provide Hydraulic Analysis of any relevant alterations to existing water distribution system in the vicinity of the proposed building to confirm anticipated maximum available fire flow. Calculate and compare site flows to building site fire flow.
- .6 Provide typical trench and related details, including profiles of below grade services.
- .3 Structural
  - .1 Provide drawings indicating modifications to existing structure and new structural systems, structural materials, cladding details, fireproofing methods and other significant or unusual details.
  - .2 Indicate all design loads, e.g. dead and live loads on all plans with atypical loads marked. Live loads to include localized seismic, wind and snow.
  - .3 Provide brief design calculations including outputs from computerized analysis.
- .4 Mechanical
  - .1 Provide narratives describing the following
    - .1 Overview
    - .2 Code & Standards Analysis
    - .3 Site Services & Utilities
    - .4 Fire Protection Systems
    - .5 Plumbing Systems
    - .6 Heating Systems
    - .7 Cooling Systems
    - .8 Ventilation Systems
    - .9 Exhaust Systems
    - .10 Insulation
    - .11 Humidification Systems
    - .12 Acoustic and sound control measures
    - .13 Controls
    - .14 Energy Conservation Measures & Energy Analysis & Report
  - .2 Provide system schematics for heating water, chilled water, ventilation and plumbing systems.
  - .3 Provide catalogue cut sheets of representative equipment for each type of component to be used on the project.
  - .4 Provide preliminary layout drawings showing locations of all major components.
  - .5 Provide brief design calculations including outputs from computerized analysis.
- .5 Electrical
  - .1 Update the electrical design synopsis for the selected option. Provide data on the total connected load, the maximum demand and diversity factors, and the sizing of the emergency load.



- .2 Elaborate on proposed emergency power scheme and provide preliminary installation details for any emergency generator installation.
  - .3 Indicate metering locations on distribution diagram.
  - .4 Provide typical lighting, power and telecommunication system details for all workspaces.
  - .5 Include lighting design and control schemes for typical lighting arrangements.
  - .6 Elaborate on exterior lighting scheme. Provide typical fixture concepts.
  - .7 Provide a fire alarm riser diagram.
  - .8 Indicate security system major conduit requirements on floor plans.
  - .9 Provide typical security system details (conduit and boxes) that will be included on construction drawings.
  - .10 Provide brief design calculations including outputs from computerized analysis.
- .6 Sustainable Development Strategies:
- .1 Indicate how each option can meet the sustainability targets
  - .2 Provide energy simulations of the proposed design options, including estimated annual energy cost as predicted by using current energy cost for the appropriate area,
- .7 Response to PWGSC Quality Assurance Report

## **2.7 CODES, ACTS, STANDARDS, REGULATIONS**

### **2.7.1 GENERAL**

- .1 The Codes, Acts, Standards and Guidelines listed in the following articles, may apply to this project. The Consultant must identify and analyse the applicable documents in the Code Analysis.
- .2 In all cases the most stringent Code, standard and guideline shall apply.

### **2.7.2 PWGSC DOCUMENTS AVAILABLE FROM PWGSC PROJECT MANAGER:**

- .1 PWGSC Fit-Up Standards: Technical Reference Manual;
- .2 Public Works and Government Services MD Standards – Departmental Representative to provide on request;
  - .1 MD 15000; Environmental Standards for Office Accommodation,
  - .2 MD 15116-2006; Computer Room Air conditioning Systems,
  - .3 MD-15126; Laboratory HVAC (currently in draft form),
  - .4 MD 15128; Laboratory Fume Hoods: Guidelines for owners, design professionals and maintenance personnel – 2008,
  - .5 MD 15129; Guidelines for Perchloric Acid fumehoods and their exhaust systems – 2006,
  - .6 MD 15161; Control of Legionella in Mechanical Systems - 2006,
  - .7 MD 250005; Energy Monitoring and Control Systems Design Guidelines - 2009,
- .3 PWGSC Best Practice; Prescribing indoor humidity levels for Federal Buildings - 2006,
- .4 Public Works and Government Services Commissioning Standards and Guidelines,
- .5 PWGSC Commissioning Manual CP-I version 2006.

### **2.7.3 CODES AND REGULATIONS:**

- .1 The NRC National Building Code of Canada 2010;
- .2 The NRC National Fire Code of Canada, 2010;
- .3 The NRC National Plumbing Code of Canada 2010;
- .4 The NRC Model National Energy Code for Buildings 2011;
- .5 CSA C22.1-09, Canadian Electrical Code Part I Safety Standard for Electrical Installations and CE Code Handbook. Amendments for Provinces;



- .6 Canadian Code for Preferred Packaging;
- .7 National Electrical Manufacturers Association (NEMA);
- .8 Electrical and Electronic Manufacturers' Association of Canada (EEMAC);
- .9 American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) - ANSI/IEEE C62.41-1991, Surge Voltages in Low-Voltage AC Power Circuits;
- .10 American Society for Testing and Materials (ASTM);
- .11 ASTM F 1137-00(2006), Specification for Phosphate/Oil and Phosphate/Organic Corrosion Protective Coatings for Fasteners;
- .12 The Canada Labour Code;
- .13 <http://laws.justice.gc.ca/en/L-2/>
- .14 The Canada Occupational Health and Safety Regulations;
- .15 <http://laws.justice.gc.ca/eng/SOR-86-304/index.html>
- .16 All other Territorial and Municipal Acts, Codes, By-laws and regulations appropriate to the area of concern.

#### **2.7.4 STANDARDS AND GUIDELINES PRODUCED BY THE GOVERNMENT OF CANADA:**

- .1 Standards and Directives of the Treasury Board (TB):
  - .1 <http://www.tbs-sct.gc.ca/pol/index-eng.aspx?tree=standard>
  - .2 <http://www.tbs-sct.gc.ca/pol/index-eng.aspx?tree=directive>
  - .3 And including;
    - .1 Accessibility Standard for Real Property,
      - .1 <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12044>
    - .2 Fire Protection Standard.
      - .1 <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=17316>
- .2 Labour Canada's, Fire Commissioner of Canada Standards;
  - .1 [http://www.hrsdc.gc.ca/eng/labour/fire\\_protection/policies\\_standards/commissioner/index.shtml](http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/index.shtml).
  - .2 And including,
    - .1 FC-301 Standard for Construction Operations, June 1982,
    - .2 FC-302 Standard for Welding and Cutting, June 1982,
    - .3 FC-311 Standard for Record Storage, May 1979.
    - .4 FC-403 Fire Protection Standard for sprinkler Systems, November 1994
- .3 The Standards and Guidelines for the Conservation of Historic Places in Canada
  - .1 [www.historicplaces.ca](http://www.historicplaces.ca);
- .4 Labour Canada's, Technical Documents;
  - .1 [http://www.hrsdc.gc.ca/eng/labour/fire\\_protection/policies\\_standards/guidelines/index.shtml](http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/guidelines/index.shtml)
  - .2 And Including,
    - .1 Fire Protection for Information Technology Facilities and Equipment.
- .5 Canadian Food Inspection Agency's Containment Standard for Facilities Handling Plant Pests.
- .6 Public Health Agency of Canada's Laboratory Biosafety Guidelines, 3<sup>rd</sup> Edition,
- .7 Canadian Council of Animal Care's Guidelines on: Laboratory Animal Facilities – Characteristics, Design and Development.

#### **2.7.5 HEALTH CANADA STANDARDS AND GUIDELINES:**

- .1 Guidelines for Canadian Drinking Water Quality – Sixth Edition – 1996;
- .2 Guidelines for Canadian Drinking Water Quality – Summary Table – Dec 2010;



- .3 Guidance for Providing Safe Drinking Water in Areas Of Federal Jurisdiction – Version I – 2005;
- .4 The Canadian Council of Ministers of the Environment (CCME) ;
- .5 Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products (CCME, 2003);
- .6 Canada – Wide Strategy for the Management of municipal Waste Water Effluent;
- .7 The Canadian Environmental Protection Act (CEPA, 1999);
- .8 The Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, published in Canada Gazette Part II on June 12, 2008 (Registration SOR/2008-197).

#### **2.7.6 STANDARDS AND GUIDELINES:**

- .1 Air Conditioning and Refrigeration Institute (ARI);
- .2 American Conference of Governmental Industrial Hygienists (ACGIH, Industrial Ventilation Handbook);
- .3 Air Diffusion Council (ADC);
- .4 Air Movement and Control Association (AMCA);
- .5 American Association of State Highway and Transportation Officials (AASHTO) Standards
- .6 American National Standards Institute (ANSI);
- .7 ANSI/AIHA Z9.5, Laboratory Ventilation;
- .8 .1 ANSI/NEMA C82.1-04, Electric Lamp Ballasts-Line Frequency Fluorescent Lamp Ballast;
- .9 .2 ANSI/NEMA C82.4-02, Ballasts for High-Intensity-Discharge and Low-Pressure Sodium Lamps;
- .10 ANSI/TIA/EIA-606- Administration Standard for the Telecommunications Infrastructure of Commercial Buildings;
- .11 ANSI Z358.1, Emergency Eyewash and Shower Equipment;
- .12 American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE), including but not limited to;
  - .1 ASHRAE Laboratory Design Guide,
  - .2 ASHRAE Standards and Guidelines,
  - .3 ASHRAE Applications Handbook – 2007,
  - .4 ASHRAE HVAC Systems and Equipment Handbook – 2008,
  - .5 ASHRAE Fundamentals Handbook – 2009,
  - .6 ASHRAE Refrigeration Handbook – 2010,
  - .7 ASHRAE 52.2 Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size – 2007,
  - .8 ANSI/ASHRAE 55, Thermal Environmental Conditions for Human Occupancy – 2004,
  - .9 ANSI/ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality – 2010,
  - .10 ASHRAE 90.1, Energy Efficient Design of New Buildings – 2010,
  - .11 ASHRAE 105: Standard Method of Measuring and Expressing Building Energy Performance,
  - .12 ASHRAE 110, Method of Testing Performance of Laboratory Fume Hoods,
  - .13 ASHRAE 111; Practices for Measurement, Testing, Adjusting and Balancing of Building HVAC&R Systems,
  - .14 ASHRAE 114; Energy Management Control Systems Instrumentation, and
  - .15 ASHRAE 135; BACnet: A Data Communication Protocol for Building Automation and Control Networks.
- .13 Asphalt Institute Standards for Hot Mix;





- .14 American Society of Mechanical Engineers (ASME);
- .15 American Society for Testing and Materials (ASTM);
- .16 American Water Works Association (AWWA) Standards;
- .17 American Welding Society (AWS);
- .18 Associated Air Balance Council (AABC);
- .19 Canadian Standards Association;
- .20 CSA A23.3-04 (2010) Design of Concrete Structures;
- .21 CSA B51-09 Boiler, pressure vessel and pressure piping Code;
- .22 CSA B52-05 Mechanical Refrigeration Code;
- .23 CSA B64-01 Backflow Preventers and Vacuum Breakers;
- .24 CSA B139-09 Installation Code for Oil Burning Equipment;
- .25 CSA B149.1-10 Natural Gas and Propane Installation Code;
- .26 CSA B651-04 Accessible Design for the Built Environment;
- .27 CSA C22.2 No. 41-07 Grounding and Bonding Equipment;
- .28 CSA S16-09 Design of Steel Structures;
- .29 CSA Z204-1994 Guideline for Managing Indoor Air Quality in Office Buildings;
- .30 CSA Z320-11 Building Commissioning Standard & Check Sheets;
- .31 CSA Z316.5-94, Fume Hoods and Associated Exhaust Systems;
- .32 CAN/CSA-23.1-04 and CAN/CSA-A23.2-04 Concrete materials and methods of concrete construction; and Methods of test and standard practice for concrete CAN/CSA-C22.2 No. 214-94 "Communications Cables";
- .33 CAN/CSA-C22.3 No.3-[98(R2007)], Electrical Co-ordination;
- .34 CAN/CSA-B651-04(R2010), Accessible Design for the Built Environment;
- .35 CAN3 C235-[83(R2010)], Preferred Voltage Levels for AC Systems, 0 to 50,000 V;
- .36 CAN/CSA-T528-93, "Design Guidelines for Administration of Telecommunications Infrastructure in Commercial Buildings", Canadian Standards Association;
- .37 CAN/ULC – S524-06 Standard for the Installation of Fire Alarm Systems;
- .38 CAN/ULC – S537-04 Fire Alarm System Verification Report;
- .39 CAN/ULC – S102-07 Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies;
- .40 CAN/ULC – S102.2-07 Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies  
CAN/ULC S112-M90 (R2001) Standard Methods of Fire Test of Fire-Damper Assemblies;
- .41 CAN/ULC S115-05 Standard Method of Fire Tests of Fire stop Systems;
- .42 International Mechanical Code – Latest Version;
- .43 Institute of Boiler and Radiation, Hydronic Institute (IBR);
- .44 Manufacturers Standardization Society of Valve and Fitting Industry (MSS);
- .45 National Fire Protection Association (NFPA), including;
  - .1 NFPA 10; Standard for Portable Fire Extinguishers – 2010,
  - .2 NFPA 13; Standard for Installation of Sprinkler Systems – 2010,
  - .3 NFPA 14; Standard for Installation of Standpipe and Hose Systems – 2010,
  - .4 NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances-2010,
  - .5 NFPA 30; Flammable and Combustible Liquids Code,
  - .6 NFPA 45; Standard on Fire Protection for Laboratories Using Chemicals,
  - .7 NFPA 1142: Standard on Water Supplies for Suburban and Rural Fire Fighting-2007.





- .46 SEFA I.2, Scientific Equipment & Furniture Association;
- .47 Sheet Metal and Air Conditioning Contractors National Association (SMACNA);
- .48 Transportation Association of Canada (TAC) Guide for Canadian Roads;
- .49 Manual of Uniform Traffic Control Devices (MUTCD);
- .50 Telecommunications Industry Association (TIA);
  - .1 Commercial Building Telecommunications Cabling Standard TIA/EIA-568,
    - .1 Part 1: General Requirements, TIA/EIA-568-B.1,
    - .2 Part 2: Balanced Twisted Pair Cabling Components, TIA/EIA-568-B.2,
    - .3 Addendum 1 - Transmission Performance Specification for 4-pair 100 Ohm Category 6 Cabling, TIA/EIA-568-B.2-1,
    - .4 Optical Fibre Cabling Components Standards, TIA/EIA-568-B.3.
  - .2 ANSI/TIA/EIA-569-A Commercial Building Standards for Telecommunications pathways and spaces,
  - .3 Pathways and Spaces, ANSI/TIA/EIA-569-B,
  - .4 Telecommunications Infrastructure Standard for Data centers TIA-942,
  - .5 J-STD-607-A Commercial Building Grounding and - Bonding Requirements for Telecommunications.
- .51 Underwriters' Laboratories of Canada (ULC);
- .52 ULC/CSA Approval is required for all electrical and mechanical equipment.

#### **2.7.7 STANDARDS AND GUIDELINES FOR TRANSPORTATION**

- .1 Canadian Highway Bridge Design Code
- .2 Transportation Association of Canada - Manuals, Guides and Handbooks.

### **2.8 COMMISSIONING PROCESS**

#### **2.8.1 GENERAL**

- .1 This section summarizes the PWGSC commissioning process, the requirements and associated roles and responsibilities as they relate to the various phases in the delivery of a project.
- .2 It is to be used as a guide in further developing the commissioning plan, specification and related documents for a project.
- .3 Commissioning is not a replacement for good design and construction practices.
  - .1 It requires coordinated efforts on the part of all parties involved in the Project.
- .4 The Commissioning overlaps the design phase through construction and into the operation phase.
- .5 The PWGSC Commissioning Manual CP.1 4<sup>th</sup> edition, November 2006, is available for free download at the following site:
  - .1 <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/tech/misceenservice-commissioning/manuel-manual-eng.html>
- .6 The PWGSC Commission Manual CP.2 – Commissioning Glossary is available for free download at the following site:
  - .1 <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/tech/misceenservice-commissioning/manuel-manual-b-eng.html>
- .7 “Commissioning” is a quality assurance process, in which the functional requirements of the Owner/occupant and the operational requirements of facility management are proven to function as intended.



- .8 The “commissioning process” is a planned program of quality management and information transfer that extends through all phases of a project’s development and delivery, up to and including the warranty period.
- .9 The process consists of a series of checks and balances to ensure that the work is designed, installed and proven to operate as intended.
- .10 Commissioning has two main components, functional and operational.
  - .1 The functional component deals with:
    - .1 Security, Health (indoor air quality) and occupant safety;
    - .2 Comfort (temperature, relative humidity, ventilation, air flow patterns, air purity and well being);
    - .3 Cost-effectiveness of design; and
    - .4 Systems and equipment supporting Owner’s functional requirements.
  - .2 The operational component deals with:
    - .1 Operation and Maintenance (O&M) issues; e.g., design review with a particular concern for the operation and maintenance of the systems today and in the future, when repairs are required;
    - .2 Performance evaluation of systems and equipment;
    - .3 Accessibility to O&M Documentation; and
    - .4 Review of the training plan against the current needs now and in the future.

### 2.8.2 COMMISSIONING PLAN

- .1 The Commissioning Plan will typically be developed by the Contractor through his own Commissioning Agent.
- .2 The Commissioning Plan is the project-specific document and which describes the process for verifying that all built works meet the Investor's requirements within the limits of the working documents.
- .3 It is essential that the Consultant provide specifications that detail requirements for all submittals and testing in each Specification Section in order for the Contractor to properly prepare a complete Commissioning Plan.
- .4 The Commissioning Plan will be reviewed and accepted by the Departmental Representative prior to commencement of construction.
- .5 The Commissioning Plan may require periodic update throughout design.

### 2.8.3 COMPONENT VERIFICATION

- .1 Component verification sheets (CV) sheets are developed by the Consultant and incorporated in the contract documents to ensure the facility is an operating entity and meets the requirements as described in the Agreement.
- .2 The CV sheets are intended to monitor and track the supply and shop drawing requirements associated with each component. The *Consultant* must verify that the components being installed in the built works are acceptable to their design and the approved shop drawings.
- .3 The commissioning process requires the documentation of all the components installed as part of a system that will have performance verification testing conducted.
- .4 Sample CV sheets for various types of components are to be provided by the Consultant in Div 01.

### 2.8.4 SYSTEM & INTEGRATED SYSTEM TESTING

- .1 The “performance verification tests” (PVTs) are developed by the Design-Builder to ensure the facility is an operating entity and meets the requirements as described in the Agreement.



- .2 The PVTs are intended to demonstrate the functional performance of the systems & integrated system during the various modes of operation, against the design intent. Each test must be uniquely identified and reflected in the contractor's commissioning schedule.
- .3 Once the contract has been awarded the Design-Builder must monitor the sub-contractor's process to help ensure the timely completion of these tests. The Design-Builder must witness each test. The Design-Builder must provide final certification of the test results. After an acceptable review of the test document, the PWGSC Commissioning Specialist will recommend to the Departmental Representative the acceptance or rejection of the test results.
- .4 Sample PVT sheets for various types of system are to be provided by the Consultant in Div 01.

### 2.8.5 TEST REQUIREMENTS

- .1 Each CV or PVT shall be uniquely named, numbered and categorized by discipline.
- .2 Tests shall define:
  - .1 Test Purpose;
  - .2 System design narrative;
  - .3 Test Prerequisites;
  - .4 Testing Procedures;
  - .5 Test Comments; and
  - .6 Test Sign-off Block.
- .3 System Performance Verifications Tests
  - .1 These tests have prerequisites that are to be completed and approved prior to conducting the tests, which, may include but are not limited to:
    - .1 CV and PVT sheets developed and accepted,
    - .2 Contractor proving start-up and tests,
    - .3 Manufacturers start-ups,
    - .4 Consultant has certified testing, adjusting & balancing (TAB) results, per TAB specification.
      - .1 TAB work must be completed and approved prior to the control system Pts.
    - .5 Associated control device calibrations and physical point verifications are completed and approved.
      - .1 Note, control system end to end checks to be completed and approved prior to the control system PVTs.
    - .6 Other specified deliverables, i.e. factory test reports, O&M submissions, etc.
    - .7 System performance tests associated with the integrated systems under test,
    - .8 Integrated System Performance Verifications,
    - .9 Fire alarm verifications.

### 2.8.6 COMMISSIONING (EVALUATION) REPORT

- .1 The Commissioning (Evaluation) Report must provide:
  - .1 An executive summary,
  - .2 Completed CV and PVT sheets,
  - .3 A complete assessment of the project,
  - .4 Lessons learned from this project and any necessary recommendations,
  - .5 Variances between the actual and planned levels of performance,
  - .6 An evaluation of the validation and acceptance process and of the commissioning phase.

### 2.8.7 OVERVIEW OF ROLES AND RESPONSIBILITIES



- .1 The following provides a general overview of the roles, responsibilities and implementation of the commissioning process. The commissioning process is a logical sequence of verifications from component verifications through to system & integrated system, performance verification testing.
- .2 At completion of the commissioning process all results are documented and audited for acceptance.

## **2.8.8 MAJOR TASKS AND RESPONSIBILITIES**

- .1 Schematic Design and Design Development Phase:
  - .1 Consultant;
    - .1 Develop commissioning strategy,
    - .2 Develop preliminary commissioning plan.
  - .2 Construction Documentation Phase:
    - .1 Consultant;
      - .1 Complete the final commissioning plan,
      - .2 Specify the Commissioning requirements in Div 01 and provide sample Commissioning CV and PCT sheets in Div 01 for Bidders purposes,
      - .3 Develop project specific CV and PVT sheets.
  - .3 Construction Phase:
    - .1 Consultant;
      - .1 Monitor and report on contract commissioning activities,
      - .2 Finalize development of job specific CV and PVT sheets,
      - .3 Review and certify component verification sheets as they are completed by the Contractor, and
      - .4 Review commissioning schedule
    - .2 Contractor;
      - .1 Comply with the requirements in the Specifications,
      - .2 Complete the component verification,
      - .3 Conduct the equipment system start-up and proving, and
      - .4 Develop the commissioning schedule, reflecting the PVTs.
  - .4 Commissioning Phase
    - .1 Consultant
      - .1 Witness all system and integrated systems tests,
      - .2 Review and certify commissioning test results,
      - .3 Track and compile all commissioning documentation submitted by the contractor and confirm that all commissioning tasks are completed,
      - .4 Incorporate all commissioning documentation into a preliminary commissioning report and recommend interim acceptance.
      - .5 Identify “deferred” commissioning tests due to seasonal constraints, etc.
    - .2 Contractor
      - .1 Comply with the requirements in the specifications,
      - .2 Conduct the system testing, and
      - .3 Conduct the integrated system testing.
  - .5 Operating Phase
    - .1 Consultant
      - .1 Provide advice and recommendations for fine tuning, if required,
      - .2 Witness “deferred” commissioning tests,



- .3 Review and certify “deferred” systems test results,
- .4 Incorporate deferred system test results and all other commissioning documentation into a final commissioning report with an executive summary recommending final acceptance.
- .2 Contractor
  - .1 Address warranty issues,
- .6 Evaluation Phase
  - .1 Consultant
    - .1 Provide advice and recommendations during the final evaluation.

## **2.9 CONSTRUCTION DOCUMENTS**

### **2.9.1 PURPOSE**

- .1 This section provides direction in the preparation of construction contract documents (namely specifications, drawings and addenda) for PWGSC.
- .2 Drawings, specifications and addenda must be complete and clear, in order that a contractor can prepare a bid without guesswork. Standard practice for the preparation of construction contract documents requires that:
  - .1 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.
  - .2 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.
  - .3 Addenda are changes to the construction contract documents or tendering procedures, issued during the tendering process.

### **2.9.2 PRINCIPLES FOR PWGSC CONTRACT DOCUMENTS**

- .1 PWGSC’s contract documents are based on common public procurement principles.
- .2 PWGSC does not use Canadian Construction Document Committee (CCDC) documents.
- .3 The construction contract and the terms and conditions are prepared and issued by PWGSC, along with all other related bidding and contractual documents.
  - .1 For more detailed information, the clauses are available on the following web site:
  - .2 <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>
  - .3 Any questions should be directed through the PWGSC Project Manager.

### **2.9.3 QUALITY ASSURANCE**

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

### **2.9.4 ADDENDA**

- .1 Format
  - .1 Prepare addenda using the format shown in Appendix ‘C’.
  - .2 No signature type information is to appear.
  - .3 Every page of the addendum (including attachments) must be numbered consecutively.
  - .4 All pages must have the PWGSC project number and the appropriate addendum number.
  - .5 Sketches shall appear in the PWGSC format, stamped and signed.
  - .6 No Consultant information (name, address, phone #, consultant project # etc.) may appear in the addendum or its attachments (except on sketches).
- .2 Content



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

## **2.9.5 SUBMISSIONS**

- .1 For each construction document submission, the Consultant shall provide:
  - .1 A completed and signed Checklist for the Submission of Construction Documents (See Appendix 'B')
  - .2 Original specification; printed one side on 216 mm x 280 mm white bond paper.
  - .3 Index, as per Appendix 'C'
  - .4 Reproducible original drawings; sealed and signed by the design authority.
  - .5 Addenda (if required), as per Appendix 'D;' (to be issued by PWGSC)
- .2 Tender information:
  - .1 Include a description of all units and estimated quantities to be included in unit price table.
  - .2 Include a list of significant trades including costs.
    - .1 PWGSC will then determine which trades, if any, will be tendered through the Bid Depository.
- .3 Government Electronic Tendering System (MERX):
  - .1 Consultants shall 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.
  - .2 The electronic copy of drawings and specifications is for bidding purposes only and do not require to be signed and sealed.

## **2.9.6 PWGSC ROLE**

- .1 PWGSC shall provide:
  - .1 General and Special Instructions to Bidders
  - .2 Bid and Acceptance Form
  - .3 Standard Construction Contract Documents

## **2.10 SPECIFICATIONS**

### **2.10.1 GENERAL**

- .1 In preparing project specifications, the Consultant must use the current edition of the National Master Specification (NMS) in accordance with the "NMS User's Guide".

### **2.10.2 NATIONAL MASTER SPECIFICATION (NMS)**

- .1 In preparing project specifications, the Consultant must use the current edition of the National Master Specification (NMS) in accordance with the "NMS User's Guide".
- .2 The NMS is a master construction specification available in both official languages, which is divided into 48 Divisions (Masterformat 2004) and is used for a wide range of construction and/or renovation projects.
- .3 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 of conflict and ambiguity.

### **2.10.3 SPECIFICATION ORGANIZATION**

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



- .3 For specifications not included in the NMS, but required for the project, follow the number and title recommendations of Masterformat 2004
- .4 Number each page and start each Section on a new page
- .5 Bind specifications
- .6 Include Division I, edited to PWGSC requirements.
- .7 Note: Consultant's name is not to be indicated in the specifications..

#### **2.10.4 TERMINOLOGY**

- .1 Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect.
- .2 "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.
- .3 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.
- .4 Specifications must permit bidders to calculate all quantities and bid accurately.
  - .1 If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices).
- .5 Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

#### **2.10.5 DIMENSIONS**

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

#### **2.10.6 STANDARDS**

- .1 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.
- .2 Canadian standards should be used wherever possible.

#### **2.10.7 SPECIFYING MATERIALS**

- .1 The practice of specifying actual brand names, model numbers, etc., is against departmental policy except for special circumstances.
- .2 The method of specifying materials shall be by using industry recognized standards.
- .3 If the above method cannot be used and where no standards exist, specify by a non-restrictive, non-trade name "prescription" or "performance" specifications.
- .4 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
- .5 Include all known materials acceptable for the purpose intended, and in the case of equipment, identify by type and model number.

#### **2.10.8 ACCEPTABLE PRODUCTS AND MATERIALS**

- .1 The term "Acceptable Manufacturers" must not be used, as this restricts competition and does not ensure the actual material or product will be acceptable.
  - .1 A list of words and phrases that should be avoided is included in the NMS User's Guide.
- .2 Listing of acceptable products or materials is to be an exception, due to a unique specification or for the purpose of assisting bidders in identifying lesser known potential products or materials.





- .3 For exceptions, provide justifiable reasons for listing products and materials and submit to the *Departmental Representative* for acceptance.
- .4 When authorized to list acceptable products or materials, list all, with a minimum of three (3), trade names of products and materials acceptable for the intended purpose.

#### **2.10.9 ALTERNATE PRODUCTS AND MATERIALS**

- .1 Alternates must be approved by addendum issued by the *Departmental Representative* in accordance with Instructions to bidders.
- .2 Review applications for approval of alternate products and materials and provide recommendations to the *Departmental Representative*.
- .3 Compare products/materials to specifications. Do not compare product-to-product or material-to-material.

#### **2.10.10 SEPARATE AND ALTERNATE PRICES**

- .1 Do not include Separate or Alternate Pricing .

#### **2.10.11 SOLE SOURCING**

- .1 Sole sourcing for materials and work may be used for proprietary systems (i.e. fire alarm systems, EMCS systems).
- .2 Substantiation and/or justification will be required.
- .3 Prior to including sole source materials and/or work, the Consultant must contact the *Departmental Representative* to obtain the approval for the sole sourcing.

#### **2.10.12 UNIT PRICES**

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

#### **2.10.13 CASH ALLOWANCES**

- .1 Construction contract documents should be complete and contain all of the requirements for the contractual work.
- .2 Cash allowances are to be used only under exceptional circumstances (i.e. utility companies, municipalities), where no other method of specifying is appropriate.
- .3 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.

#### **2.10.14 WARRANTIES**

- .1 It is the practice of PWGSC to have a 12-month warranty and to avoid extending warranties for more than 24 months.
- .2 When it is deemed necessary to extend a warranty beyond the 12 month period provided for in the General Conditions of the contract, obtain approval from the Project Manager.
- .3 Delete all references to manufacturers' guarantees.

#### **2.10.15 SCOPE OF WORK**

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

#### **2.10.16 SUMMARY AND SECTION INCLUDES**

- .1 In Part - I All Sections; do not use (delete):
  - .1 "Summary" and
  - .2 "Section Includes."

#### **2.10.17 RELATED SECTIONS**

- .1 In Part I All Sections; do not use (delete)

#### **2.10.18 INDEX**





- .1 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.

#### **2.10.19 HEALTH AND SAFETY**

- .1 Confirm with the Project Manager to determine if there are any instructions to meet regional requirements.

#### **2.10.20 EXPERIENCE AND QUALIFICATIONS**

- .1 Remove experience and qualification requirements from specification sections.

#### **2.10.21 PREQUALIFICATION**

- .1 Do not include in the specification any mandatory contractor and/or subcontractor prequalification requirements that could become a contract award condition.
- .2 If a prequalification process is required, contact the Project Manager.
- .3 There should be no references to certificates, transcripts or license numbers of a trade or subcontractor being included with the bid.

#### **2.10.22 CONTRACTING ISSUES**

- .1 Specifications describe the workmanship and quality of the work.
  - .1 Contracting issues should not appear in the specifications.
- .2 Division 00 of the NMS is not used for PWGSC projects.
- .3 Remove all references within the specifications, to the following:
  - .1 General Instructions to Bidders
  - .2 General Conditions
  - .3 CCDC documents
  - .4 Health and Safety requirements
  - .5 Priority of documents
  - .6 Security clauses
  - .7 Terms of payment or holdback
  - .8 Tendering process
  - .9 Bonding requirements
  - .10 Insurance requirements
  - .11 Alternative and separate pricing
  - .12 Site visit (Mandatory or Optional)
  - .13 Release of Lien and deficiency holdbacks

### **2.11 DRAWINGS**

#### **2.11.1 GENERAL**

- .1 Drawings shall be in accordance with PWGSC Western CADD Standards and CSA B78.3.
- .2 Refer to:
  - .1 <http://www.tpsgc-pwgsc.gc.ca/cdao-cadd/ouest-western/tdm-toc-eng.html>
  - .2 The above link is subject to change
  - .3 The Consultant shall check with the Project Manager to ensure that the link is current.
- .3 Download and use the Toolkit which includes drawing border templates, layer utility and drawing standards checker.

#### **2.11.2 TITLE BLOCKS**

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

#### **2.11.3 DIMENSIONS**

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

#### **2.11.4 TRADE NAMES**



- .1 Trade names on drawings are not acceptable.
- .2 Refer to SECTON 2.3, SPECIFICATIONS; 2.3.6 Specifying Materials for specifying materials by trade name.

#### **2.11.5 SPECIFICATION NOTES**

- .1 No specification type notes are to appear on any drawing.

#### **2.11.6 TERMINOLOGY**

- .1 Use the term "Departmental Representative" instead of Engineer, PWGSC, Owner, Consultant or Architect.
- .2 "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.
- .3 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", may not be indicated on the drawings or in the specifications as this promotes inaccurate and inflated bids.
- .4 Specifications & drawings must permit bidders to calculate all quantities and bid accurately.
- .5 If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices).
- .6 Ensure that the terminology used throughout the drawings & specifications is consistent and does not contradict the applicable standard construction contract documents.

#### **2.11.7 INFORMATION TO BE INCLUDED**

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

#### **2.11.8 DRAWING NUMBERS**

- .1 Number drawings in sets according to the type of drawing and the discipline involved as follows:
  - .1 The requirements of SECTION 2 PWGSC NATIONAL CADD STANDARD will supersede these requirements, where warranted.
- .2 During the Design Phase of the project each submission and review must be noted on the Notes block of the drawing title, but at the time of construction document preparation, all revision notes should be removed.

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

#### **2.11.9 PRINTS**



- .1 Print with black lines on white paper.
- .2 Blue prints are acceptable for document submissions at stages outlined in the TOR.
- .3 Confirm with Departmental Representative the size of prints to be provided for review purposes.

#### **2.11.10 BINDING**

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

#### **2.11.11 LEGENDS**

- .1 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.

#### **2.11.12 SCHEDULES**

- .1 Where schedules occupy entire sheets, locate them next to the plan sheets or at the back of each set of drawings for convenient reference.
  - .1 See CGSB 33-GP-7 Architectural Drawing Practices for schedule arrangements.

#### **2.11.13 NORTH POINTS**

- .1 On all plans include a north point.
- .2 Orient all plans in the same direction for easy cross-referencing.
- .3 Wherever possible, lay out plans so that the north point is at the top of the sheet.

#### **2.11.14 DRAWING SYMBOLS**

- .1 Follow generally accepted drawing conventions, understandable by the construction trades, and in accordance with PWGSC publications.



## **3 PROJECT ADMINISTRATION**

### **3.1 GENERAL REQUIREMENTS FOR ALL PROJECTS**

- .1 The administration requirements outlined in this section are applicable to all PWGSC projects in Western Region, unless otherwise indicated in the TOR.
- .2 “Project Team” refers to key representatives involved in this project.
- .3 All team members must maintain a professional, cordial and collaborative relationship.

### **3.2 LANGUAGE**

- .1 Construction documents must be prepared in English.

### **3.3 MEDIA**

- .1 The Consultant shall not respond to any media inquiry.
- .2 Direct all media requests to the Departmental Representative.

### **3.4 PROJECT MANAGEMENT**

#### **3.4.1 GENERAL**

- .1 Public Works and Government Services Canada administers the project on behalf of Canada and exercises continuing control over the project during all phases of development.
- .2 This project is to be organized, managed and implemented in a collaborative manner.
- .3 The PWGSC project management team, the Consultant, the Contractor and the User Department teams are to work cooperatively at every stage of the design and construction process in order to assure the creation of a successful and meaningful work of architecture.
- .4 Under the leadership of the PWGSC Departmental Representative, all team members are responsible for establishing and maintaining a professional and cordial relationship.

#### **3.4.2 NATIONAL PROJECT MANAGEMENT SYSTEM**

- .1 PWGSC uses the National Project Management System (NPMS) for management of its building projects in order to align with the Federal Government approvals processes. Refer to the PWGSC NPMS web site for more details.
- .2 <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/index-eng.html>
- .3 This GP&S document speaks to services that are normally provided by the professional during the Project Delivery Phase of the NPMS.

#### **3.4.3 DESIGN STAGE**

- .1 Pre-design Process
  - .1 The purpose of this phase is to analyze all project requirements including codes, regulations, programming, sustainability, cost, time management and risk to demonstrate a full understanding of the project
  - .2 The approved deliverable will become the formal project work plan and will be utilized throughout the project to guide the delivery.
- .2 Schematic Design Process
  - .1 The purpose of this phase is to explore three distinctly different design options and to analyze them against the project requirements.
  - .2 The Schematic Design will be in sufficient detail to illustrate and communicate the project characteristics.
    - .1 Provide a detailed review and analysis of the project requirements including all updates and amendments to ensure all requirements are fully integrated into the Schematic Design.



- .2 Out of this process the Schematic Design will be accepted and authorization to proceed to Design Development will be based on the accepted Schematic Design.
- .3 The *Departmental Representative*, in concert with others shall choose one option to be further developed.
  - .1 Although the *Consultant* is required to identify a preferred option, the *Departmental Representative* may select another option.
  - .2 The approved deliverable will become the formal project work plan and will be utilized throughout the project to guide the delivery.

#### 3.4.4 IMPLEMENTATION STAGE

- .1 Design Development Process
  - .1 The purpose of this phase is to further develop the design option selected for refinement at the Schematic Design stage.
  - .2 The Design Development documents consist of drawings and other documents to describe the scope, quality and cost of the project in sufficient detail to facilitate design approval, confirmation of code compliance, detailed planning of construction and project approval.
  - .3 This design will be used as the basis for preparation of construction documents.
  - .4 The approved deliverable will become the formal project work plan and will be utilized throughout the project to guide the delivery.
- .2 Commissioning Process
  - .1 “Commissioning” is a quality assurance process, in which the functional requirements of the Owner/occupant and the operational requirements of facility management are tested, verified and proven to function as intended.
  - .2 Commissioning deliverables occur at various phases throughout the project as detailed in section 2.8.
  - .3 Commissioning shall be in accordance with the PWGSC Commissioning Manual CP.1 (2003).
- .3 Construction Document Process
  - .1 The purpose of this phase is to translate design development documents into construction drawings and specifications, for use by the contractor to determine a cost for the work and to construct the building.
- .4 Contract Procurement Process
  - .1 The purpose of this phase is to obtain and evaluate bids/proposals from qualified contractors to construct the project, as per the Construction Contract Documents and to award the construction contract according to government regulations.
- .5 Construction Contract Administration Process
  - .1 The purpose of this phase is to implement the project in compliance with the Construction Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction, commissioning and closeout.

#### 3.4.5 CLOSEOUT STAGE

- .1 Post Construction Process
  - .1 The purpose of this phase is to ensure the orderly completion and recording of all aspects of the work during the construction and liaise with the Public Works And Government Services Canada and other agencies as appropriate to close out the project.

#### 3.4.6 ENGINEERING PROJECTS



- .1 Refer to the project specific TOR where the stages for an Engineering Project differs slightly.

### **3.5 LINES OF COMMUNICATION**

- .1 In general, communications will be through the Departmental Representative, unless directed otherwise.
  - .1 This includes formal contact between the Consultant, the Contractor, the PWGSC Project Team and the User Department.
- .2 Direct communication between members of the PWGSC Project Team on routine matters may be required for resolution of technical issues.
  - .1 However, this shall not alter project scope, budget or schedules, unless confirmed in writing by the Departmental Representative.
- .3 During construction tender call, PWGSC will conduct all correspondence with bidders and award the contract.

### **3.6 MEETINGS**

- .1 The Departmental Representative will arrange meetings throughout the project, with representatives from:
  - .1 The User Department;
  - .2 PWGSC
  - .3 The Consultant team; and
  - .4 The Contractor (during the construction phase)
- .2 Standing agenda items shall include:
  - .1 Project Schedule,
  - .2 Cost,
  - .3 Risk,
  - .4 Quality,
  - .5 Health and safety

### **3.7 CONSULTANT RESPONSIBILITIES**

- .1 The “Consultant Team” includes the Consultant’s staff, sub-consultants and specialists.
  - .1 This team must maintain its expertise for the duration of the project.
  - .2 The team must include qualified registered architectural and engineering professionals, with extensive relevant experience, capable of providing all required services.
  - .3 Team members may be qualified to provide services in more than one discipline.
  - .4 The Consultant may expand the team to include additional disciplines.
- .2 The Consultant is responsible for:
  - .1 Obtaining Departmental Representative acceptance for each project phase before proceeding to the next phase.
  - .2 Accurately communicating design, budget, and scheduling issues to staff, sub-consultants and specialists.
  - .3 Co-ordinating input for the Departmental Representative’s Risk Management Plan
  - .4 Co-ordinating the quality assurance process and ensuring that submissions of sub-consultants are complete and signed-off by reviewers;
  - .5 During the design phases:
    - .1 Attend meetings,
    - .2 Record the issues and decisions,
    - .3 Prepare and distribute minutes within two working days of the meeting,



- .4 Ensure all meetings are green i.e. using electronic documents or double-sided hard copies and
- .5 Ensure sub-consultants attend required meetings.
- .6 During the construction phase:
  - .1 Attend meetings and provide site inspection services
  - .2 Ensure sub-consultants provide site inspection services and attend required meetings.
- .3 The Consultant is responsible for:
  - .1 Coordinating and directing the work of all team activities, sub-consultants and specialists
  - .2 Preparing a design that meets project requirements.
  - .3 Obtaining approvals on behalf of the Departmental Representative from the User and other levels of government such as provincial and municipal governments
    - .1 The Consultant shall adjust the documentation to meet the requirements of these authorities.

### 3.8 PWGSC RESPONSIBILITIES

- .1 Administration
  - .1 PWGSC administers the project and exercises continuing control over the project during all phases of development.
  - .2 The following administrative requirements apply during all phases of the project delivery.
- .2 Reviews
  - .1 PWGSC will review the work at various stages and reserves the right to reject unsatisfactory work at any stage.
  - .2 If later reviews show that earlier acceptances must be withdrawn, the Consultant shall re-design and re-submit at no extra cost.
- .3 Acceptance
  - .1 PWGSC acceptance of submissions from the Consultant simply indicates that, based on a general review, the material complies with governmental objectives and practices, and meets overall project objectives
  - .2 Acceptance does not relieve the Consultant of professional responsibility for the work and for compliance with the contract.
- .4 PWGSC Project Management
  - .1 The Project Manager assigned to the project is the Departmental Representative.
  - .2 The Departmental Representative is directly responsible for:
    - .1 The progress and administration of the project, on behalf of PWGSC
    - .2 Day-to-day project management and is the Consultant's single point of contact for project direction.
    - .3 Providing authorizations to the Consultant on various tasks throughout the project.
  - .3 Unless directed otherwise by the Departmental Representative, the Consultant obtains all Federal approvals necessary for the work.
- .5 PWGSC Professional & Technical Resources Team
  - .1 Provides professional advice and quality assurance reviews of consultant deliverables by Architectural and Engineering professional disciplines.
  - .2 Offers expert technical advice on related project issues, such as functional programming, options analysis, risk management, cost planning, scheduling, contract interpretation, specifications, terms of reference, commissioning, claims management, project delivery approach and project compliance.



- .3 Participates regularly in design phases and may attend (during construction), contractor meetings and conduct field reviews on behalf of the Departmental Representative.
- .4 Provides a Design Manager for the project, who will coordinate the services of the Professional & Technical Resources Team through the Departmental Representative;
  - .1 The Design Manager is the assembler and coordinator of the Resources Team of Architects, Engineers, Interior Designers, Project Planners, Cost Planners and Commissioning Specialists, all with specific areas of expertise.
- .6 PWGSC Commissioning Specialist represents the Departmental Representative's interests in the commissioning process for buildings by:
  - .1 Providing technical advice on O&M matters, operational criteria and quality assurance on the commissioning process throughout the project life cycle;
  - .2 Coordinating and overseeing internal PWGSC commissioning activities during all project phases to ensure that O&M concerns are addressed;
  - .3 Working closely with the Consultant, the Consultant's Commissioning Manager, the Contractor, and the Departmental Representative for Commissioning activities and,
  - .4 Reviews all documentation and reported results relative to commissioning throughout the project delivery.

### **3.9 USER DEPARTMENT RESPONSIBILITIES**

- .1 The User Department Project Leader
  - .1 Is accountable for the expenditure of public funds and delivery of the project in accordance with terms accepted by the Treasury Board
  - .2 Reports to senior User Department executive management
  - .3 Will play several critical roles for the successful implementation of the project, as follows:
    - .1 Coordinate the quality, timing and completeness of information and decisions relating to issues related to the functional performance of the facility;

### **3.10 REVIEW AND APPROVAL BY PROVINCIAL AND MUNICIPAL AUTHORITIES**

- .1 The federal government generally defers to provincial and municipal authorities for specific regulations, standards and inspections but in areas of conflict, the more stringent authority prevails.
- .2 Municipal authority review
  - .1 The purpose of this review is information and awareness;
  - .2 Submissions will be reviewed at the completion of specific phases as outlined in the Required Services Section of the TOR.

### **3.11 BUILDING PERMITS AND OCCUPANCY PERMITS**

- .1 The Consultant will support the Contractor in applying for building permits by providing the required documentation.
  - .1 These documents will be submitted at phases as requested by the municipal authorities.
  - .2 The Consultant will negotiate and resolve building permit related issues.
- .2 The Consultant shall support the Contractor in its application for an occupancy permit and coordinate the resolution of all outstanding issues relating to the permit.
- .3 The Contractor shall pay for the permits on behalf of PWGSC.

### **3.12 TECHNICAL AND FUNCTIONAL REVIEWS**

- .1 This includes both COE reviews and User Department reviews.





- .1 The Purpose of these reviews is technical and functional quality assurance;
- .2 Submissions will be reviewed at the completion of specific phases as outlined in the Required Services Section of the TOR.
- .2 HRSDC Reviews of building projects
  - .1 The purpose of these reviews is for fire protection, health and life safety;
  - .2 Submissions will be reviewed at the completion of specific phases as outlined in the Required Services Section of the TOR.



## APPENDIX A CHECKLISTS

### A.1 CHECKLIST FOR THE SUBMISSION OF CONSTRUCTION DOCUMENTS

#### A1.1 TITLE BLOCK

<b>Project Title:</b>		<b>Date:</b>
<b>Project Location:</b>		<b>Project Number:</b>
<b>Consultant's Name:</b>		<b>Contract Number:</b>
<b>PWGSC PM:</b>	<b>Review Stage:</b>	

#### A1.2 STANDARDS & GUIDELINES

ITEM	Checked by:	Progress Submission	Pre-Tender or Tender Ready Submission	Comments:
<b>I. General</b> The design meets the requirements of;				
.1 National Building Code - 2005				
.2 National Fire Code - 2005				
.3 National Plumbing Code - 2005				
.4 Canada Labour Code				
.5 NFPA 10 - Standard for Portable Fire Extinguishers - 2002				
.6 NFPA 13 - Standard for the Installation of Sprinkler Systems - 2007				
.7 NFPA 14 – Standard for the Installation of Standpipe and Hose Systems - 2003				
<b>2. Treasury Board</b> The design meets the requirements of;				
.1 Chapter 3-6: Fire Protection Standard for Correctional Institutions. <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13580">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13580</a>				
.2 Chapter 3-2: Fire Protection Standard for Design & Construction. <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13581">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13581</a>				
.3 Fire Protection Standard for Electronic Data Processing				



Equipment. <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13582">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13582</a>				
<b>3. HRSDC Fire Protection Engineer Standards</b>  The design meets the requirements of;				
.1 Federal Fire Protection Standards. <a href="http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/index.shtml">http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/index.shtml</a>				
.2 FC-403 Standard for Sprinkler Systems. <a href="http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/403/page00.shtml">http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/403/page00.shtml</a>				
.3 FC-311-M Standard for Record Storage. <a href="http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/311/page00.shtml">http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/311/page00.shtml</a>				
<b>4. Labour Canada Standards</b>  The design meets the requirements of;				
.1 Canada Labour Code. <a href="http://laws.justice.gc.ca/en/L-2/">http://laws.justice.gc.ca/en/L-2/</a>				
.2 Canada Occupational Health and Safety Regulations. <a href="http://laws.justice.gc.ca/eng/SOR-86-304/index.html">http://laws.justice.gc.ca/eng/SOR-86-304/index.html</a>				
.3 Movable Storage Units Standard. <a href="http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/guidelines/mobile.shtml">http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/guidelines/mobile.shtml</a>				
<b>5. ASHRAE Standards</b>  The design meets the requirements of;				
.1 ANSI/ASHRAE 55 – 2004 Thermal Environmental Conditions for Human Occupancy				
.2 ASHRAE 62.1 – 2007 – Ventilation for Acceptable Indoor Air Quality				
.3 ASHRAE Applications Handbook				
.4 ASHRAE Fundamentals Handbook				



<b>6. PWGSC MD Standards</b>  The design meets the requirements of;					
.1	MD 15116 – Computer Room Air Conditioning Systems - 2006				
.2	MD 15128 – Minimum Guidelines for Laboratory Fume Hoods – March 2004				
.3	MD 15129 – Perchloric Acid Fume Hoods - 2006				
.4	MD 15161 – Guidelines for the control of Legionella in mechanical systems				
.5	MD 250005 – Energy Monitoring and Control Systems Design Guidelines - 2009				

### A1.3 SPECIFICATIONS – ALL DISCIPLINES

ITEM	Checked by:	Progress Submission	Pre-Tender or Tender Ready Submission	Comments:
<b>1. General</b>  The Specifications meet the requirements of;				
.1	The NMS Users Guide. .			
.2	Masterformat 2004			
.3	The current edition of the NMS database			
.4	Deletion of “Related Sections” and “Section Includes” throughout.			
.5	PWGSC GCs for projects tendered through PWGSC			
.6	Consistent use of CCDC or other for privately tendered projects.			
.7	Non-proprietary Specifications.			
.8	Being completely edited with removal of all square choice brackets and Spec Notes.			
.9	Including all relevant Sections as evident by the by the scope of work indicated by the drawings.			
.10	Not referring to the Tender Submission (Contract B)			
.11	Use of command imperative style of language.			
.12	Formatting in either the NMS			



	1/3 - 2/3 page format or the Construction Specifications Canada full page format.				
.13	Each Section starting on a new page and the Project Number, Section Title, Section Number and Page Number show on the header of each page only.				
.14	Specification headers not including date or consultant's name.				
.15	Departmental Representative being used throughout instead of Engineer, PWGSC, Owner, Consultant or Architect. (That is; the contractual entity)				
.16	Non use of notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to", "equivalent to" and "to be determined on site by".				
.17	Dimensions being provided in metric only.				
.18	Indicating the latest edition of all references noted in Part 1 of each Section and that un-used reference Standards are deleted.				
.19	No bolding of text.				
.20	Use of Western Regions standard payments procedures clause.				

#### AI.4 DRAWINGS GENERAL – ALL DISCIPLINES

ITEM	Checked by:	Progress Submission	Pre-Tender or Tender Ready Submission	Comments:
<b>1. General</b> The Drawings meet the requirements of;				
.1 PWGSC Western Region AutoCAD drafting standards.				
.2 Using the "toolkit" and the "drawing checker".				
.3 All dimensions in SI. No dual dimensioning has been used.				
.4 Providing a north arrow.				
.5 Providing a legend on all relevant sheets.				
.6 Indicating grid lines on all				



	sheets.				
.7	Using standard scales. (1:50, 1:100 etc.)				
.8	Cross referencing and detailing is consistent.				
.9	No Specifications on drawings.				
.10	All notes being written in the command imperative style of speech.				
.11	Not naming the "Contractor" or "sub trades" in the notes.				
.12	Numbering all rooms on all floor plans.				
.13	Using appropriate line weights to differentiate new versus existing versus demolition.				
.14	Using font sizes and types following PWGSC drafting standards.				
.15	Providing separate drawings for demolition and new work.				
.16	Drawing acceptance by the FPE of HRSDC.				

#### AI.5 DRAWINGS - DISCIPLINE SPECIFIC

ITEM	Checked by:	Progress Submission	Pre-Tender or Tender Ready Submission	Comments:
<b>1. Architectural</b> The Drawings meet the requirements of;				
.1 Providing a Building Code Analysis.				
.2 Indicating fire separations and firewalls and rating.				
.3 Providing a complete site plan with all related details.				
.4 Providing a fully detailed reflected ceiling plan showing lighting, diffusers, sprinkler heads, etc.				
.5 Wall sections being coordinated with the structural and other disciplines drawings.				
.6 Building elevations showing all mechanical and electrical ancillaries.				
.7 Sub surface drainage being shown on the foundation plans and coordinated with all other disciplines.				



.8	Accessibility conforming to CAN/CSA 651-04.				
.9	Coordination of door, finish, hardware schedules in conjunction with fire separations and other disciplines.				
.10	All conflict points identified by BIM have been resolved.				
<b>2. Structural</b>					
The Drawings meet the requirements of;					
.1	Ensuring that General Notes provide additional information that is NOT covered in Specifications.				
.2	Remove all information that is or should be covered by the Specifications.				
.3	Note loads used for design.				
.4	PWGSC policy of using general product descriptions, not proprietary product names followed.				
.5	Table of Abbreviations used provided.				
.6	Section bubbles properly cross referenced.				
.7	Coordination with all other disciplines.				
<b>3. Mechanical</b>					
The Drawings meet the requirements of;					
.1	Separate drawings for Plumbing, HVAC, Fire Suppression, etc.				
.2	Provision for humidification with a clean source of water and no standing water				
.3	Provision of separate HVAC zoning for each unique thermal zone.				
.4	Providing Ventilation to ASHRAE 62.1.				
.5	Meets all requirements of ASHRAE 62.1, Section 5.				
.6	All thermostats are wall mounted.				
.7	The building and systems and equipment meeting all requirements of Section 5 of ASHRAE 62.1.				
.8	Conformance to ASHRAE 55 for;				
.1	Operative				



	temperature .2 Air motion .3 Radiant Temperature Asymmetry .4 Draft .5 Vertical Temperature Difference .6 Floor Surface Temperature .7 Temperature Variations with Time .8 Cyclic Variations .9 Drifts and Ramps				
.9	Providing building cross-sections at all key locations showing clearances for the mechanical installation and access for maintenance.				
.10	Providing sufficient access to mechanical equipment for maintenance.				
.11	Providing mechanical schematics showing design pressure and temperatures as well as all instrumentation and control points labels.				
.12	Design complies with all referenced PWGSC MD Standards.				
.13	Equipment schedules on the drawings coordinate and agree with the Book Specifications.				
.14	Duct attenuation is designed to conform to the STC requirements shown on the architectural drawings.				
.15	Coordination with all other disciplines.				
	<b>4. Electrical</b> The Drawings meet the requirements of;				
.1	Separate drawings for Lighting, Power, Fire Alarm System, Communication and Data, Security & CCTV etc.				
.2	Verification and acceptance of the Grounding condition for this project.				
.3	The Overcurrent and Short Circuit Study and confirming all components are fully coordinated.				
.4	The Arch-Flash Study and confirming all components are fully coordinated.				
.5	Providing Arch protection				





	warning signs and labeling.				
.6	Providing lighting Levels in accordance with the National Building Code and IESNA recommendations.				
.7	Not using Armored Cable. Using Armored Cable will be allowed only for jumping from one light fixture to the other in a distance up to 3m.				
.8	Providing identification for each circuit including: .1 Name .2 Voltage, .3 Phase, .4 Amps, .5 Circuit-s .6 Fed from Panel, Destination.				
.9	The Voltage Drop Calculation for each circuit and conformance to CEC requirements.				
.10	Providing phase load and total load for each panel and ensuring proper balance of the Electrical System.				
.11	Coordination with all other disciplines.				
	<b>5. Civil</b> The Drawings meet the requirements of;				
.1	The design criteria. (e.g. design vehicle for surface structures, design period and other data for WM.WW, SW and other systems including data and calculations showing design requirements and provided capacities)				
.2	The reference standards. (e.g. minimum service connection pipe or minimum WM size, etc have been used for municipal works, name the local authority whose standards are used.)				
.3	Indicating existing sub-grade soil properties and strength that has been used for the design is indicated on drawings or in a report.				
.4	Indicating Bench Marks used for the Topographic Survey are shown with Northing, Easting and elevation data.				
.5	Indicating the Final				



	Geometric layout for existing and new infrastructures and facilities including centerline of all access roads and pipes. The data provided includes Northing and Easting of all points including start and end point and for all other points wherever there is change in direction, and all horizontal curve data				
.6	Providing typical X-sections for all structures, including type, thickness of various materials for pavement structures, and pipe diameter, material types and thickness and SDR values.				
.7	Providing design grades and slopes.				
.8	Providing details for all infrastructures and facilities indicating all works and type of materials and all geometrics and dimensions..				
.9	Coordination with all other disciplines.				



## APPENDIX B SPECIFICATION TOC STANDARDS

### B.1 GENERAL

#### B1.1 SPECIFICATIONS

- .1 List all Divisions, Sections (by number and title) and number of pages.

#### B1.2 DRAWINGS

- .1 List all Drawings by number and title.

### B.2 SAMPLE OF TABLE OF CONTENTS

Project No:	Table of Contents	Index
R.xxxxxx		Page I of xx

#### SPECIFICATIONS:

- .3  
.4  
No. Pages  
.5 Division 01 – GENERAL REQUIREMENTS  
  
.6 01 11 00 – Summary of Work xx pages  
.7 01 14 00 – Work Restrictions xx pages  
.8 01 29 00 – Payment Procedures xx pages  
  
.9 Division 02 – EXISTING CONDITIONS  
  
.10 ETC.  
  
.11

#### DRAWINGS:

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



## APPENDIX C ADDENDUM FORMAT STANDARD

### C.1 SAMPLE OF ADDENDUM FORMAT

#### CI.1 DRAWINGS

- .1 Indicate drawing number and title, then list changes or indicate revision number and date, and re-issue drawing with addendum.

#### CI.2 SPECIFICATIONS

- .1 Indicate section number and title.
- .2 List all changes (i.e. delete, add or change) by article or paragraph

<b>Project Title:</b>	<b>Addendum No:</b>
<b>Project Location:</b>	<b>Project Number:</b>
<b>Consultant's Name:</b>	<b>Date:</b>
<b>The following changes in the bid documents are effective immediately. This addendum will form part of the contract documents</b>	
<b>Drawings</b>	
1 AI Architectural	
<b>Specifications</b>	
1 Section 01 00 10 - General Instructions	
.1 Delete article (xx) entirely.	
.2 Refer to paragraph (xx) and revise "xxx", to read "xxxx"..	
2 Section 23 05 00 - Common Work Results - Mechanical	
.1 Add new article (x.xx) as follows:	



## APPENDIX D DIGITAL TENDER DOCUMENTS STANDARDS

### D.1 CONVENTION STANDARDS FOR TENDER DOCUMENTS

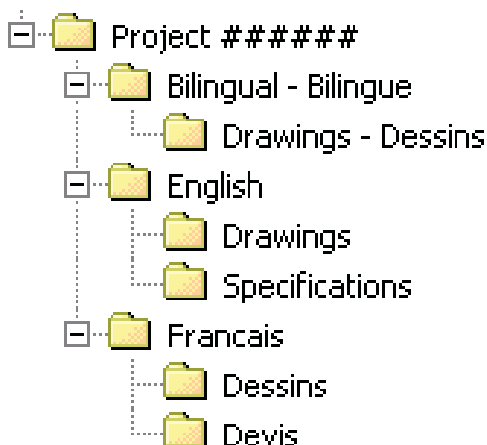
#### D1.1 USER MANUAL

- .1 Refer to the User manual on directory structure and naming convention standards for construction tender documents on CD ROM.
  - .1 Issued by: Real Property Contracting Directorate, PWGSC,
  - .2 Version 1.0, May 2005.

#### D1.2 PREFACE

- .1 The Government of Canada (GoC) has committed to move towards an electronic environment for the majority of the services it offers.
- .2 This covers the advertisement and distribution of contract opportunities, including construction solicitations.
- .3 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).
- .4 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.
- .5 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.
- .6 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.
- .7 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.

#### D1.3 DIRECTORY STRUCTURE



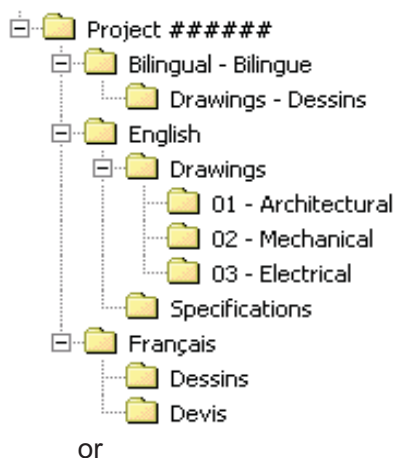


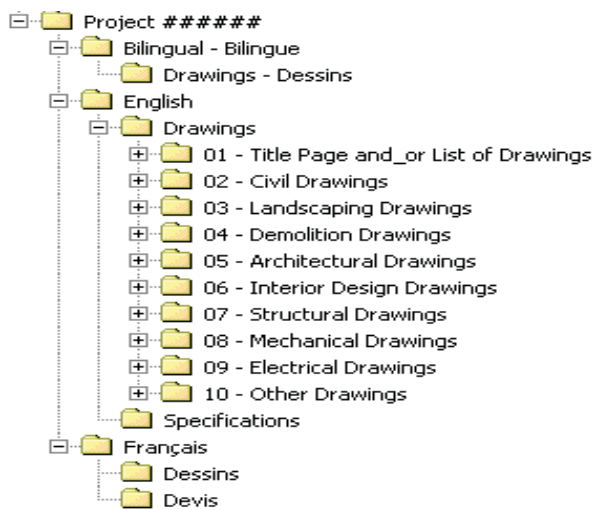
#### D1.4 1<sup>ST</sup>, 2<sup>ND</sup> AND 3<sup>RD</sup> TIER SUB-FOLDERS

- .1 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:
- .2 The following important points are to be noted about the Directory Structure:
  - .1 The “Project #####” folder is considered the 1<sup>st</sup> Tier of the Directory Structure where ##### represents each digit of the Project Number.
  - .2 The Project Number must always be used to name the 1<sup>st</sup> Tier folder and it is always required.
  - .3 Free text can be added following the Project Number, to include such things as a brief description or the project title;
- .3 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;
- .4 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.
- .5 IMPORTANT NOTE:
  - .1 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.

#### D1.5 4<sup>TH</sup> TIER SUB-FOLDERS FOR DRAWINGS

- .1 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.
- .2 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.
- .3 Note:
  - .1 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.
- .4 Examples of 4<sup>th</sup> Tier sub-folders for drawings:





## DI.6 NAMING CONVENTION - 4<sup>TH</sup> TIER DRAWINGS

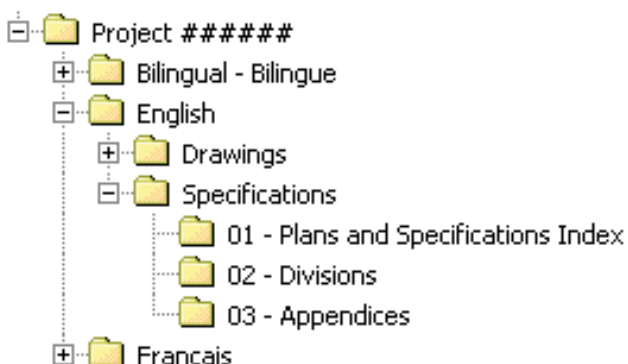
- .1 The 4<sup>th</sup> Tier sub-folders for drawings must adhere to the following standard naming convention.
  - .1 For the “Drawings” and “Dessins” folders:
    - 1 ## - Y, Where:
      - 1 ## = A two digit number ranging from 01 to 99 (leading zeros must be included)
      - 2 Y = The title of the folder
    - 2 Example: 03 – Mechanical
  - .2 For the “Drawings - Dessins” folder:
    - 1 ## - Y – Z, Where:
      - 1 ## = A two digit number ranging from 01 to 99 (leading zeros must be included)
      - 2 Y = The English title of the folder
      - 3 Z = The French title of the folder
    - 2 Example: 04 - Electrical – Électricité
- .2 It should be noted that the numbering of the 4<sup>th</sup> Tier sub-folders is for sorting purposes only and is not tied to a specific discipline. For example, “Architectural” could be numbered 05 for a project where there is four other disciplines before “Architectural” in the set of drawings or 01 in another project where it’s the first discipline appearing in the set.
- .3 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:
  - .1 The alphanumerical sorting is done on an ascending order;
  - .2 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...);
  - .3 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



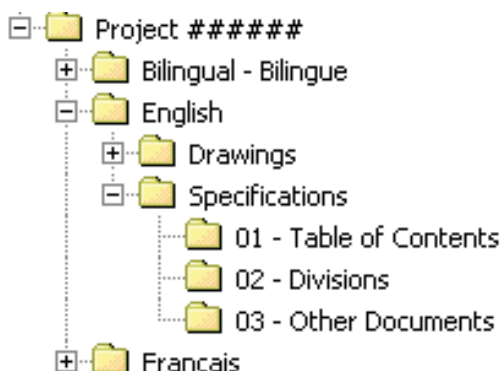
(i.e. Drawing A001 will be printed before Drawing A002, Drawing M02 before Drawing M03, etc...).

#### D1.7 4<sup>TH</sup> TIER SUB-FOLDERS FOR SPECIFICATIONS

- .1 The “Specifications” and “Devis” folders must have 4<sup>th</sup> Tier sub-folders created to reflect the various elements of the specifications.
- .2 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.
- .3 Examples of 4<sup>th</sup> Tier sub-folders for specifications:



or



#### D1.8 NAMING CONVENTION - 4<sup>TH</sup> TIER SPECIFICATIONS

- .1 The 4<sup>th</sup> Tier sub-folders for specifications must adhere to the following standard naming convention.
  - .1 For the “Specifications” and “Devis” folders:
    - 1 ## - Y, Where:
      - 1 ## = A two digit number ranging from 01 to 99 (leading zeros must be included)
      - 2 Y = The title of the folder
    - 2 Example: 02 – Divisions
  - .2 It should be noted that the numbering of the 4<sup>th</sup> Tier sub-folders is for sorting purposes only and is not tied to an element of the specifications.





- .3 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:
- .4 The alphanumerical sorting is done on an ascending order;
  - .1 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...);
  - .2 Each specifications PDF file within each sub-folder will also be sorted alphanumerically.
    - 1 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...).

## DI.9 NAMING CONVENTION FOR PDF FILES

- .1 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.

## DI.10 DRAWINGS

- .1 Each drawing must be a separate single page PDF file.
- .2 The naming convention of each drawing must be:
  - .1 X### - Y, Where;
    - 1 X = The letter or letters from the drawing title block ("A" for Architectural or "ID" for Interior Design for example) associated with the discipline,
    - 2 ### = The drawing number from the drawing title block (one to three digits),
    - 3 Y = The drawing name from the drawing title block (for bilingual drawings, the name in both English and French is to appear).
  - .2 Example; A001 - First Floor Details.
- .3 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.
- .4 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).
- .5 The following important points about drawings are to be noted:
  - .1 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.
    - 1 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);
  - .2 If drawing PDF files are included in the "Bilingual - Bilingue" folder, these cannot be included as well in the "English" and/or "Français" folders;
  - .3 If drawings not associated with a particular discipline are not numbered (Title Page or List of Drawings for example), these will be sorted alphabetically.
    - 1 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

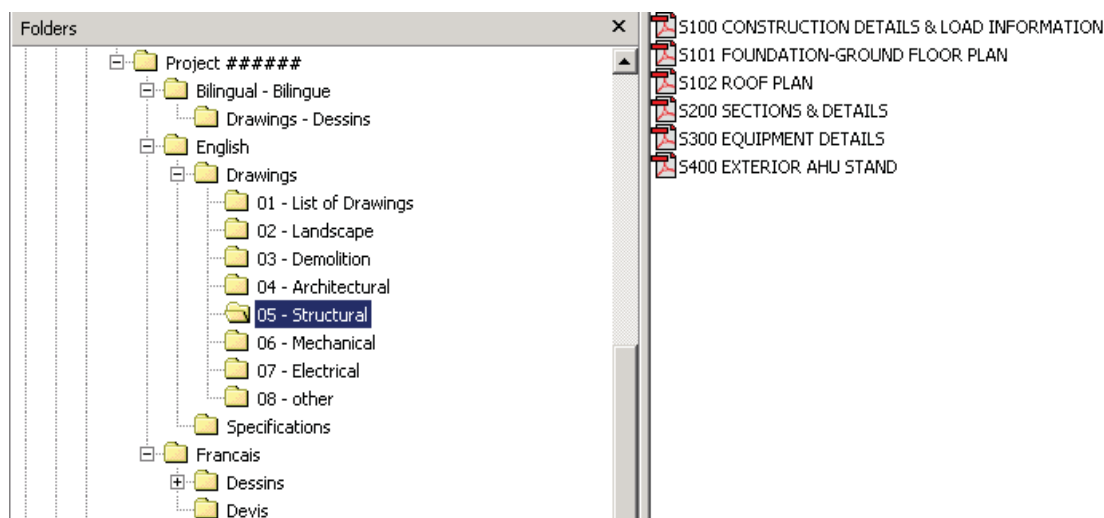


hard copy set, the drawings are to be named as per the following standard convention when converted in PDF format to ensure proper display and printing order.

- 1 ## - Y, Where:
  - 1 ## = A two digit number ranging from 01 to 99 (leading zeros must be included)
  - 2 Y = The name of the drawing
- 2 Example:
  - 1 01 - Title Page
  - 2 02 - List of Drawings

- .4 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.

#### DI.11 EXAMPLE OF A 4<sup>TH</sup> TIER DRAWINGS SUBFOLDER’S CONTENT:



#### DI.12 SPECIFICATIONS

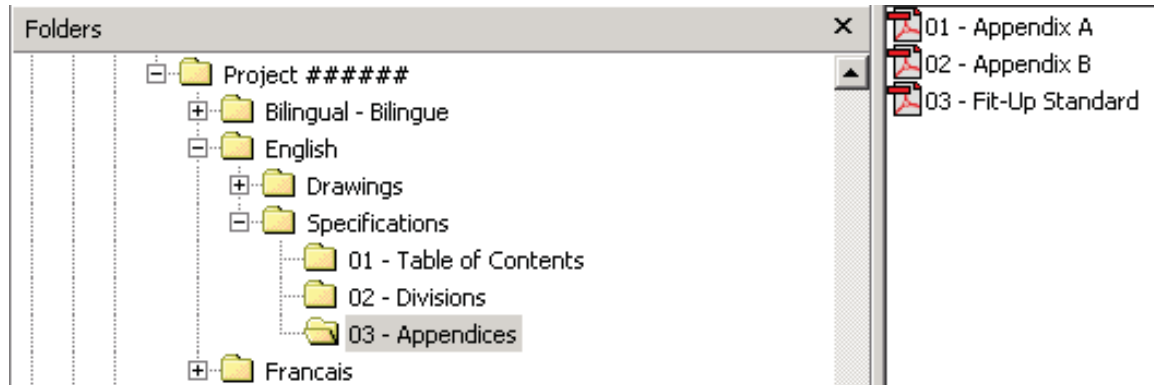
- .1 Each Specifications Division must be a separate PDF file and all pages contained in each PDF file must have the same physical size (height, width).
- .2 The Plans and Specifications Index must also be a separate PDF file.
- .3 If there are other documents that are part of the Specifications (e.g.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

#### DI.13 DOCUMENTS OTHER THAN SPECIFICATIONS DIVISIONS

- .1 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:
  - .1 ## - Y, Where:
    - 1 ## = Two digit number ranging from 01 to 99 with leading zeros required
    - 2 Y = Name of the document
  - .2 Example: 01 - Plans and Specifications Index



#### DI.14 EXAMPLE OF A SUB-FOLDER CONTENT (SUB-FOLDER OTHER THAN “DIVISIONS”):



#### DI.15 SPECIFICATIONS DIVISIONS

- .1 The Specifications Divisions must be named as follows:
  - .1 Division ## - Y, Where:
    - 1 Division ## = The actual word “Division” followed by a space and a two digit number ranging from 01 to 99 (with leading zeros required)
    - 2 Y = Name of the Specifications Division as per CSC/CSI MasterFormat™
  - .2 Example: Division 05 – Metals
- .2 The following important point about specifications is to be noted:
  - .1 The Numbering of the Divisions cannot be altered from CSC/CSI MasterFormat™ even if some Divisions are not used in a given project.
    - 1 For example, Division 05 will always remain Division 05 even if Division 04 is not used for a given project.

#### DI.16 EXAMPLE OF A “DIVISIONS” SUB-FOLDER CONTENT:





## DI.17 CD-ROM LABEL

- .1 Each CD-ROM is to be labelled with the following information:
  - .1 Project Number;
  - .2 Project Title;
  - .3 Documents for Tender;
  - .4 CD X of X.
- .2 Example:
  - .1 Project 123456;
  - .2 Repair Alexandra Bridge;
  - .3 Documents for Tender;
  - .4 CD 1 of 1.



## APPENDIX E PDF CREATION STANDARDS

### E.1 CONVERTING CONSTRUCTION DRAWINGS INTO PDF

#### EI.1 REFERENCE GUIDE

- .1 Refer to the basic reference guide on converting construction drawings into portable document format (PDF), Issued by Real Property Contracting Directorate. PWGSC, Version 1.0, May 2005.

#### EI.2 PREFACE

- .1 Portable Document Format (PDF) is the standard format for documents that are posted on the Government Electronic Tendering System (GETS).
- .2 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.
- .3 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.
- .4 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.
  - .1 It actually should not take any longer than it would take to create a plot file or to send a drawing to a printer.
  - .2 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.
  - .3 The conversion of specifications is not covered in this basic reference guide since it does not require any special configuration or setting.
- .5 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.
  - .1 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.

#### EI.3 PRINTER DRIVERS

- .1 Adobe Acrobat provides two different printer drivers that are able to convert CADD drawing into PDF format, Acrobat PDF Writer and Acrobat Distiller.
- .2 Before creating a PDF file from a CADD drawing, a choice must be made as to which one will be used.
- .3 Acrobat PDF Writer is a non-PostScript printer driver that works best with documents that don't contain complex graphics.
- .4 Acrobat Distiller is a PostScript printer driver that works best with documents that contain PostScript fills, Encapsulated PostScript (EPS) graphics, or other complex elements.
- .5 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.



#### EI.4 PRINTER CONFIGURATION

- .1 Before converting a CADD drawing to PDF, an Acrobat printer configuration file for the PDF paper size needs to be created.
- .2 This function can be done in the CADD software rather than using a custom paper size defined for the Acrobat distiller feature.
- .3 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.
- .4 The configuration can then be re-used to simplify the conversion process for future files that use the same page size.
- .5 As an alternative, although not recommended, a custom-defined size can be created in Acrobat Distiller in the *properties* menu.

#### EI.5 CREATING PDF FILES

- .1 Once the printer configuration has been done in the CADD software, open Acrobat Distiller and make the necessary settings in the *preferences* and *job options* sub-menu.
  - .1 Ensure that the page size match the sheet size selected in the CADD software to create the file.
  - .2 Particular settings can be saved under different names for future use.
- .2 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.
- .3 A progress bar will show during the conversion and the newly converted PDF file should open up and be displayed for verification.

#### EI.6 PDF FILES SETTINGS

- .1 Security
  - .1 Adobe Acrobat contains security features that can be used to secure the files by restricting any changes to the files.
  - .2 Since the files will be posted on MERX and will be used for printing copies, the files must not be password protected and must allow printing.

#### EI.7 DRAWING ORIENTATION

- .1 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.

#### EI.8 FONT TYPE

- .1 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.

#### EI.9 RESOLUTION

- .1 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).

#### EI.10 SCALE

- .1 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.

#### EI.11 SCANNING



- .1 Scanning is not recommended and should be done only when the drawing is not available electronically.
- .2 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.
- .3 It is recommended that each scanned drawing be opened and verified to ensure that the resolution, scale and border are of an acceptable quality.

#### **EI.12 FINAL CHECKLIST**

- .1 When the drawing file has gone through the PDF conversion, it is recommended to open it and verify the following:
  - .1 That the sheet size displayed is what was intended to be created (the size is viewable in the lower left corner of the drawing);
  - .2 That the orientation of the sheet is correct;
  - .3 That the line types, line weights and fonts match the CADD drawing.
  - .4 That the PDF file is in black and white;
  - .5 That each drawing is a single PDF file;
  - .6 That the PDF file is not password protected and printable.
- .2 If all the items are verified, the PDF file is useable.

#### **EI.13 ADDITIONAL INFORMATION**

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



## APPENDIX F DEFINITIONS

### F.1 TERMINOLOGY

TERMS	DESCRIPTION
As-builts/Record Drawings	See Record Drawings
Base Building	Refers to the building shell, as opposed to the tenant fit-up. It includes finished floors, exterior walls, interior core, finished ceilings with lighting, and other building systems for the planned general use of the building. Generally, the work for the base building is separate from the work for tenant-fit-ups
Circulation	Space used, primarily by people, to move from one area to another. It includes major as well as secondary aisles.
Client	A term that refers to the client, the client department or user department
Co-location	Placing items together for better organization
Consultant	The word refers both to an individual consultant, or a consultant team. The consultant is generally selected by PWGSC using a Request for Proposal.
Contractor	The company, organization or firm who is responsible for the construction of the project
Consolidation	Reducing the number of co-located items by placing them in a common floor facility to eliminate duplication of space.
Constant dollar estimate	This is an estimate expressed in terms of the dollars of a particular base fiscal year.
Cost Specialist	Refers to the cost estimating, planning and control team or an individual performing these functions.
Current dollar estimate	Refer to: <i>budget year dollars</i>
Budget-year dollars	This is an estimate based on costs arising in each FY of the project schedule, which is escalated to account for inflation and other economic factors affecting the period covered by the estimate <b>Budget year</b> dollars is also be referred to as <b>Nominal</b> dollars or <b>Current</b> dollars
Departmental Representative	The person designated in the contract, or by written notice to the Consultant or Contractor, to act for PWGSC for the purposes of the contract. It can also be a person designated in writing by the Departmental Representative to act on his/her behalf. In most cases, the PWGSC Project Manager is the Departmental Representative
EMV	Expected monetary value of risk event (i.e. cost or saving to the project if risk event occurs)





Final Certificate of Completion	A document issued by the Project Manager after the final inspection by the Project Acceptance Board. The final payment to the Contractor by PWGSC is based on the final certificate of completion
Final Inspection	The inspection performed by the Project Acceptance Board after project completion and after correction of deficiencies identified during Interim Inspection
Fit-up for initial occupancy	The preparation of accommodation for initial occupancy, in accordance with the federal Fit-up Standards. This fit-up may include alternations to the base building and its building systems.
Fit-up of existing space for reuse, Refit	Work required to alter space previously occupied by one organization to meet the requirements of a different organization.
Fit-Up Cost Limits	The funding limits for the fit-up of office accommodation. The limits are based on the average cost per useable square meter, for fit-up elements in specific urban centres across Canada, and are updated from time to time. The limits do not include soft costs or items funded by clients or under base building costs.
Fit-Up Items	Components that are installed removed or relocated to prepare the space for occupancy. They include partition walls, doors, frames, hardware, counters and cabinetry, modifications to base building systems, etc. as detailed in the Fit-up standards. Some base building components are included in consultant scope of work, such as the flooring and the ceiling finishes or telecommunications spaces and related environmental controls.
Focus Group	Group sessions held to establish qualitative requirements. They are most effective at the strategic planning level. They are used primarily to translate the Client Department's mission statement into organizational requirements and to assess planning alternatives
Full-time equivalent.	It measures of labour utilization in the federal government which approximates the actual number of persons "employed" by the government for carrying out the unit of work
Functional space equation	Identifies space requirements (in usable m2) by group along with summary of the total space required for all groups.
Gross Space	The total floor space
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
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 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.
Interim Certificate of Completion	The certificates issued by Project manager following the Interim Inspection. Interim payment to the Contractor by PWGSC is based on the interim certificates. This payment takes place of a regular progress claim.
Interim Inspection	The inspection performed by the Project Acceptance Board after substantial completion of the project. A list of deficiencies is prepared, and subject to the Contractor's agreement to correct these, the Project Manager accepts the work and prepares the interim certificates
LEED®	Leadership in Energy & Environmental Design; an environmental rating system
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
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
National Project Management System	The system used by PWGSC for management of its projects. It replaces the earlier Project Delivery System (PDS).
PI Forms	Product Information forms; used in commissioning documentation
Probability	The likelihood that an event will occur (i.e. Low, Medium, High)
Project Acceptance Board	A team assembled by the Project Manager to perform interim and final inspections of the Client Department's improvements.
PV Forms	Performance Verification forms; used in commissioning documentation
Record drawings	Drawings used to record field deviations, dimensional data, and changes or deviations from the 'Construction Document-Issued for Construction'. They indicate the work as 'actually' installed. They are also called as-builts
Rentable Space	Usable space plus space occupied by columns, convectors, elevator lobbies and washrooms. It also includes some common base building areas such as telephone and janitorial closets.
Request for Proposal	The document used for requesting consultant services. It includes the Terms of Reference as well as other contracting documents



Risk management	The art and science of identifying, analysing, and responding to risk factors throughout the life of a project and in the best interests of its objectives
Risk Event	A discrete occurrence that may affect 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)
Scheduler	Refers to the Time Scheduler; also referred to as Time Specialist
Space Equation	A spreadsheet that reflects the Client’s organizational structure, functional requirements, and proposed planning alternatives. It is used to determine the total usable area required to accommodate the following: Open and enclosed workstations/worksettings; Support space; Special purpose space circulation factor; Building loss factor; Total population; and Total space required; and Summary by group
Space Optimization	Maximizing the utilization of space.
Special Purpose Spaces	Non-standard spaces required to accommodate activities that are essential to departmental programs. This space is often not suitable for conversion to office accommodation because of its special requirements. Examples include: laboratories, health units or clinics, meeting or training complexes which serve outside groups, processing space, departmental libraries, gymnasiums, warehouses, file or storage areas not allowed by the PWGSC Fit-Up Standards, trade shops, mailrooms, computer training rooms, cash offices and similar spaces requiring special service and security features and hearing rooms.
Support Space	Space for typical office support functions not included in workstation or circulation space but necessary for office operation. The Fit-Up Standards identify specific sizes and ratios for kitchenette / recycling centre / lunchroom / resource areas, shared equipment spaces, meeting rooms, quiet / touch down rooms, printer stations, reception / mail drop / waiting / display areas and coat / storage closets. Limited allowances for “Other” support spaces including non-dedicated workstations, storage rooms, LAN rooms, breakout rooms, interview rooms, training rooms, reading rooms etc. are also identified in the Fit-Up Standards.
Terms of Reference	A document prepared by PWGSC when requesting Consultant services, which forms part of the RFP and is also included in the Consultant Agreement with PWGSC.
Universal Footprint	One standard module which can be multiplied to accommodate



	all office functions including workstations, support space and special purpose space
Usable space, “Walk-on” Space	The space, in M <sup>2</sup> , that is actually usable by the occupant. Measurement calculations do not include columns and convectors, building service areas and accessory areas.
Worksettings	Common work areas that support both collaboration and privacy. They include: teaming areas, non-dedicated workstations, privacy nooks, resource areas and multipurpose areas.
Workstations	An enclosed or open area dedicated for the use of individual employees.

## F.2 ACRONYMS

ACRONYM	DESCRIPTION
A&E	Architecture & Engineering
AHJ	Authorities Having Jurisdiction
AMP	Asset Management Report
ASAE	American Society of Agricultural Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASPE	American Society of Plumbing Engineers
BCC	Building components and connectivity
BCR	Building Condition Report
BMM	Building Maintenance Manual
CAD	Computer aided drawing
CCDC	Canadian Construction Document Committee
CBIP	Commercial building incentive program
COE	PWGSC Centre of Expertise
EMCS	Energy Monitoring & Control System
EPA	Effective Project Approval
FHBRO	Federal Heritage Building Restoration Office
FOBS	Federal Office Building Standards (PWGSC)
FTE	Full-time equivalent
HCP	Heritage Conservation Program
HRSDC	Human Resources and Skills Development Canada
IT/MM	Information Technology/Multi-media
MMS	Maintenance management system
NBC	National Building Code
NCA	National Capital Area;
NCR	National Capital Region;
NFBC	National Farm Building Code
NGMA	National Greenhouse Manufacturers' Association
NMS	The National Master Specification used by PWGSC



NPMS	National Project Management System
OAA	Ontario Association of Architects
O&M	Operation and Maintenance
P&S	General Procedures and Standards
PA	Project administration
PI	Product Information
PD	Project Description
PM	Project Manager
PV	Performance verification
PWGSC	Public Works and Government Services Canada
RAIC	Royal Architectural Institute of Canada
RAS	Requirements and Standards
RS	Required Services
RSR	Resident site services
RPCD	Real Property Contracting Directorate
TOR	Terms of Reference



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		2. Branch or Directorate / Direction générale ou Direction	
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			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input 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 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 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 type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?		<input 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"/> Specify country(ies): / Préciser le(s) pays:		Restricted to: / Limité à: <input type="checkbox"/> 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"/>	



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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☐ Yes  
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?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☐ No ☐ Yes  
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 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?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☐ Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
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?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☐ Yes  
Non Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☐ No ☐ Yes  
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?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☐ No ☐ Yes  
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?  
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? ☐ No ☐ Yes  
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☐ No ☐ Yes  
Non Oui



**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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRES 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**





**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No / Non ☐ Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		Date

## Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

### GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

**All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.**

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

### PART A - CONTRACT INFORMATION

#### Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

**1. Originating Government Department or Organization**

Enter the department or client organization name or the prime contractor name for which the work is being performed.

**2. Directorate / Branch**

This block is used to further identify the area within the department or organization for which the work will be conducted.

**3. a) Subcontract Number**

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

**b) Name and Address of Subcontractor**

Indicate the full name and address of the Subcontractor if applicable.

**4. Brief Description of Work**

Provide a brief explanation of the nature of the requirement or work to be performed.

**5. a) Will the supplier require access to Controlled Goods?**

*The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the *Export and Import Permits Act* (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at [www.cgd.gc.ca](http://www.cgd.gc.ca).*

**b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?**

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at [www.dlis.dla.mil/jcp](http://www.dlis.dla.mil/jcp).

**6. Indicate the type of access required**

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

**a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?**

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

**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.**

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

**c) Is this a commercial courier or delivery requirement with no overnight storage?**

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

**7. Type of information / Release restrictions / Level of information**

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

**a) Indicate the type of information that the supplier will be required to access**

**Canadian government information and/or assets**

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

**NATO information and/or assets**

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

**Foreign government information and/or assets**

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

**b) Release restrictions**

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If **No Release Restrictions** is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If **ALL NATO countries** is selected, bidders for this requirement must be from NATO member countries only.

**NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.**

**c) Level of information**

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

**8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?**

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

**9. Will the supplier require access to extremely sensitive INFOSEC information or assets?**

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

**PART B - PERSONNEL (SUPPLIER)**

**10. a) Personnel security screening level required**

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

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

**b) May unscreened personnel be used for portions of the work?**

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

**Will unscreened personnel be escorted?**

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

**PART C - SAFEGUARDS (SUPPLIER)**

**11. INFORMATION / ASSETS**

**a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?**

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

**b) Will the supplier be required to safeguard COMSEC information or assets?**

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

**PRODUCTION**

**c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?**

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

#### INFORMATION TECHNOLOGY (IT)

**d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?**

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

**e) Will there be an electronic link between the supplier's IT systems and the government department or agency?**

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

#### SUMMARY CHART

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.

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

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

**12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?**

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

**b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?**

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).

#### PART D - AUTHORIZATION

**13. Organization Project Authority**

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

**14. Organization Security Authority**

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

**16. Procurement Officer**

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

**17. Contracting Security Authority**

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

## Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

**Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.**

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

### PARTIE A - INFORMATION CONTRACTUELLE

#### Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

**1. Ministère ou organisme gouvernemental d'origine**

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

**2. Direction générale ou Direction**

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

**3. a) Numéro du contrat de sous-traitance**

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

**b) Nom et adresse du sous-traitant**

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

**4. Brève description du travail**

Donner un bref aperçu du besoin ou du travail à exécuter.

**5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?**

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse [www.cgp.gc.ca](http://www.cgp.gc.ca).

**b) 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?**

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément États-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse [www.dlts.dla.mil/jcp/](http://www.dlts.dla.mil/jcp/).

## 6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

### a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

### b) 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.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

### c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

## 7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgateurs de INFOSEC.

### a) Indiquer le type d'information auquel le fournisseur devra avoir accès

#### Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

#### Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

#### Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

### b) Restrictions relatives à la diffusion

Si **À ne pas diffuser** est choisi, cela indique que les renseignements et/ou les biens sont **réservés aux Canadiens**. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention **Réservé aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti à aucune restriction.



Si **Tous les pays de l'OTAN** est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

**NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.**

**c) Niveau d'information**

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

**8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

**9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?**

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

**PARTIE B - PERSONNEL (FOURNISSEUR)**

**10. a) Niveau de contrôle de la sécurité du personnel requis**

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

**b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?**

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

**Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?**

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

## PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

### 11. RENSEIGNEMENTS / BIENS :

**a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

**b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

### PRODUCTION

**c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?**

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

### TECHNOLOGIE DE L'INFORMATION (TI)

**d) 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?**

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

**e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?**

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

### TABLEAU RÉCAPITULATIF

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.

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.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

**12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

**b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**PARTIE D - AUTORISATION**

**13. Chargé de projet de l'organisme**

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

**14. Responsable de la sécurité de l'organisme**

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

**15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?**

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

**16. Agent d'approvisionnement**

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

**17. Autorité contractante en matière de sécurité**

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.