



## REQUEST FOR STANDING OFFER (RFSO)

### TABLE OF CONTENTS

Front Page

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

- SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES**
- SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**
- SI 3 SECURITY REQUIREMENTS**

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

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

Standing Offer Brief - Required Services (RS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B – Team Identification

Appendix C - Price Proposal Form

Appendix D – Client Reference Form

Appendix E - Doing Business with PWGSC Documentation and Deliverables Manual

## 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 SECURITY REQUIREMENTS

Proponents are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possesses a Facility Security Clearance (FSC) at the SECRET level issued by the Contract Security Program of Public Works and Government Services Canada (PWGSC).

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

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

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

## **GENERAL INSTRUCTIONS TO PROPONENTS (GI)**

### **Integrity Provisions - Proposal**

- GI 1 Definitions
- GI 2 Introduction
- GI 3 Procurement Business Number
- GI 4 Contracting Authority and Departmental Representative
- GI 5 Quantity
- GI 6 PWGSC Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Not applicable
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability
- GI 28 Status and Availability of Resources
- GI 29 Code of Conduct for Procurement - Proposal

## 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - 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 subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

**"Key Personnel":**

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

**"Price Rating":**

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

**"Proponent":**

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

**"PWGSC Evaluation Board":**

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

**"Technical Rating":**

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

**"Substantial performance"**

1. The construction work shall be considered to have reached Substantial Performance when
  - a. the Owner or a substantial part thereof has passed inspection and testing and is, in the opinion of the Owner, ready for use by the Owner or is being used for the intended purposes; and
  - b. the construction work is, in the opinion of the Owner, capable of completion or correction at a cost of not more than

- i. 3 percent of the first \$500,000;
  - ii. 2 percent of the next \$500,000; and
  - iii. 1 percent of the balance
- of the Contract Amount at the time this cost is calculated

## **GI 2 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Structural Engineering expertise, specializing in concrete Dams and Bridges to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for building projects in the National Capital Area, Latchford Dam, Timiskaming Dam Complex and the French River Dam Complex.
2. Proponents shall be licensed or eligible to be licensed to practise in the province of Quebec and Ontario. If a Proponent is licensed to practise in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. 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, for a period of five (5) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$5,000,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$1,500,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canadian Free Trade Agreement (CFTA).

## **GI 3 PROCUREMENT BUSINESS NUMBER**

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE**

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

Public Works and Government Services Canada  
Real Property Contracting Directorate  
6B1, Phase III, Place du Portage  
Gatineau, Quebec  
K1A 0S5

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **GI 5 QUANTITY**

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

#### **GI 6 PWGSC OBLIGATION**

A Request for Standing Offer does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

#### **GI 7 RESPONSIVE PROPOSALS**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

#### **GI 8 COMMUNICATIONS - SOLICITATION PERIOD**

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 at e-mail address [tatiana.bismonte@tpsgc-pwgsc.gc.ca](mailto:tatiana.bismonte@tpsgc-pwgsc.gc.ca) as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

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

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by proponents through the GETS;
  - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope" procedure, in which proponents submit the "technical"



component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.3 below;

- c) responsive proposals are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
- d) PWGSC may issue a standing offer to the successful proponents;
- e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

## **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;
  - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.

6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

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

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

#### **GI 12 EVALUATION OF PRICE**

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

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

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

#### **GI 14 LICENSING REQUIREMENTS**

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

#### **GI 15 REJECTION OF PROPOSAL**

1. Canada may reject a proposal where any of the following circumstances is present:
  - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
  - (c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - (f) with respect to current or prior transactions with the Government of Canada,
    - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

#### **GI 16 NOT APPLICABLE**

#### **GI 17 INSURANCE REQUIREMENTS**

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

#### **GI 18 JOINT VENTURE**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the Procurement Business Number of each member of the joint venture;
  - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

#### **GI 19 LATE SUBMISSIONS**

Submissions delivered after the stipulated closing date and time will be returned unopened.

#### **GI 20 LEGAL CAPACITY**

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

#### **GI 21 DEBRIEFING**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the

solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

## **GI 22 FINANCIAL CAPABILITY**

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
    - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - (b) the Proponent authorizes the use of the information for this requirement.

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

#### **GI 23 REVISION OF PROPOSAL**

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

#### **GI 24 PERFORMANCE EVALUATION**

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

#### **GI 25 PROPOSAL COSTS**

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

## **GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

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

## **GI 27 LIMITATION OF LIABILITY**

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

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

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

## **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

**STANDING OFFER PARTICULARS (SP)**

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



## **STANDING OFFER PARTICULARS**

### **SP 1 GENERAL**

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

### **SP 2 WITHDRAWAL/REVISION**

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

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

### **SP 3 PERIOD OF THE STANDING OFFER**

The period for placing call-ups against the Standing Offer shall be for five (5) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional 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 \$1,500,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

## **SP 5 CALL-UP PROCEDURE**

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; [30]% of the 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:

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

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

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.

2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

**SP 6 INVOICING**

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

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

## TERMS AND CONDITIONS

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

**0220DA            GENERAL CONDITIONS**

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

## GC 1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Cost Plan** means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

**Days** means continuous calendar days, including weekends and statutory public holidays;

**Departmental Representative** means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

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

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

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

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

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

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

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

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

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

## **GC 2 Interpretations**

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;

3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

**GC 3 Not Applicable**

**GC 4 Assignment**

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

**GC 5 Indemnification**

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

**GC 6 Notices**

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

**GC 7 Suspension**

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



(a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or

(b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.

4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

#### **GC 8 Termination**

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

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

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

interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.

7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

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

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

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

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

1. Definitions

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

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

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

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

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

## 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

## 3. IP Rights Vest with *Consultant*

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

## 4. Ownership Rights in Deliverables

Notwithstanding the *Consultant's* ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment

together with associated manuals and other operating and maintenance documents and tools, *Canada* shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's Right to Grant Licence*

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

10. Trade Secrets and Confidential Information

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

11. *Canada Supplied Information*

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

supplied information, to Canada. The *Consultant* shall give Canada an explanation as to why such a licence is required. Should Canada agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

- (a) If Canada takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, Canada may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by Canada of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the *Consultant* shall, at *Canada's* expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

- 1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
- 2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.



3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The Consultant acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
  - (a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
  - (b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

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

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

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

The *Consultant* declares that:

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

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

1. General
  - a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
  - b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified

true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.

- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

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

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

**GC 17 Resolution of Disagreements**

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
  - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
  - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
  - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
- 2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.



3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) days of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

#### **GC 18 Amendments**

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

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

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

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

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

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

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the

Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.

2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subconsultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## **GC 22 Taxes**

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

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

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

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;

- (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
- 3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
- 4. The *Departmental Representative*, with the authority of *Canada*, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
- 5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

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

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

#### **GC 25 Performance evaluation - contract**

- 1. The performance of the *Consultant* during and upon completion of the services will be evaluated by *Canada*. The evaluation includes all or some of the following criteria:
  - a. design
  - b. quality of Results
  - c. management
  - d. time
  - e. cost
- 2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
- 3. The consequences resulting from the performance evaluation are as follows:

- a. For an overall rating of 85% or higher, a congratulation letter is sent to the Consultant.
- b. For an overall rating of between 51% and 84%, a standard “meets expectations”, letter is sent to the Consultant.
- c. For an overall rating of between 30% and 50%, a warning letter is sent to the Consultant indicating that if, within the next two years from the date of the letter, they receive 50% or less on another evaluation, the Consultant may be suspended from any new Public Works and Government Services Canada (PWGSC) solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- d. For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.
- e. When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), is used to record the performance.

#### **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**

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.

**0000DA          SUPPLEMENTARY CONDITIONS**

**SC 1      Language Requirements**

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

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

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

**9998DA TERMS OF PAYMENT**

**TP 1 Fees**

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in 2000DA.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

**TP 2 Payments to the Consultant**

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
  - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
  - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
  - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

**TP 3 Delayed Payment**

1. If *Canada* delays in making a payment that is due in accordance with TP 2, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in TP 3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 2.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the *Consultant* has delivered a Statutory Declaration in accordance with TP 2.5 or TP 2.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to TP 3.1.

**TP 4 Claims Against, and Obligations of, the Consultant**

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
  - (a) by a court of legal jurisdiction, or
  - (b) by an arbitrator duly appointed to arbitrate the said claim, or
  - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
  - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) days of the date on which the claimant
    - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
    - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
  - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.
5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.



6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

**TP 5 No Payment for Errors and Omissions**

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

**TP 6 Payment for Changes and Revisions**

1. Payment for any additional or reduced *Services* authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.
2. Payment for additional *Services* not identified at the time of execution of the Call-up shall be made only to the extent that
  - (a) the additional *Services* are *Services* that are not included in stated *Services* in the Call-Up; and
  - (b) The additional *Services* are required for reasons beyond the control of the Consultant.

**TP 7 Extension of Time**

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services* required for such extended period of the contract administration shall be subject to review and equitable adjustment by *Canada*.

**TP 8 Suspension Costs**

1. During a period of suspension of the *Services* pursuant to GC 7 of clause 0220DA, General Conditions, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

**TP 9 Termination Costs**



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

#### **TP 10 Disbursements**

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

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

## **9999DA          CONSULTANT SERVICES**

### **CS 1    Services**

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

### **CS 2    Standard of Care**

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

### **CS 3    Time Schedule**

The *Consultant* shall:

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

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

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

### **CS 5    Changes in Services**

The *Consultant* shall:

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

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

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

## CS 7 Provision of Staff

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

## CS 8 Sub-Consultants

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

## CS 9 Cost Control

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

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

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

**2000DA            CALCULATION OF FEES**

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

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

**CF 2    Payments for Services**

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

## **STANDING OFFER DESIGN BRIEF: BRIDGE AND DAM ENGINEERING**

### **TABLE OF CONTENTS**

PO 1.1 GENERAL PROJECT OBJECTIVES.....	48
PO 1.2 SPECIFIC PROJECT OBJECTIVES .....	48
PO 1.2.1 Environmental Objectives .....	48
PO 1.2.2 Code Compliance .....	48
PO 1.2.3 Quality of Work .....	48
PO 1.3 PROJECT CONSTRAINTS .....	49
PO 1.3.1 Water Management at Dams .....	49
PO 1.3.2 Traffic Management.....	49
PA 1.1 PROJECT ADMINISTRATION.....	50
PA 1.1.1 RESPONDING TO CALL-UPS.....	50
PA 1.1.1.1 Confirmation Response Time .....	50
PA 1.1.1.2 Proposal.....	50
PA 1.1.2 ROLES AND RESPONSIBILITIES.....	50
PA 1.1.2.1 Departmental Representative .....	50
PA 1.1.2.2 Project Team.....	50
PA 1.2 HEALTH AND SAFETY .....	51
PA 1.2.1 Responsibility.....	51
PA 1.2.2 Submittals .....	52
PA 1.3 PROJECT MANAGEMENT .....	53
PA 1.3.1 Communications .....	53
PA 1.3.2 Change Management .....	53
PA 1.3.3 Project Meetings .....	53
PA 1.4 PROJECT PROCEDURES.....	54
PA 1.4.1 Technical Reports, Options, and Cost Estimates .....	54
PA 1.4.2 Submittal Procedures for Deliverables .....	54
PA 1.4.3 Response Time During Project Delivery.....	55
RS 1.1 PRE-DESIGN SERVICES .....	56
RS 1.1.1 Fieldwork in Preparation for Design .....	56
RS 1.1.2 Scheduled Inspections.....	56
RS 1.1.2.1 General Requirements .....	56
RS 1.1.2.2 Comprehensive Detailed Inspection .....	56
RS 1.1.2.3 General Inspection .....	57
RS 1.1.3 Seismic, Wind, Structural and Stability Assessments.....	58
RS 1.1.4 Hydrotechnical Study .....	58
RS 1.1.5 Dam Safety Review .....	59
RS 1.1.6 Public Safety Assessments.....	59
RS 1.1.7 Other Investigation, Studies and Reports.....	59

RS 1.2 CONCEPT DESIGN .....	59
RS 1.3 DESIGN DEVELOPMENT .....	59
RS 1.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE .....	60
RS 1.4.1 General.....	60
RS 1.4.2 Requirements for Specifications .....	60
RS 1.4.3 Requirements for Drawings .....	60
RS 1.4.4 Stages of Design Submittals .....	61
RS 1.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD .....	62
RS 1.6 CONSTRUCTION & CONTRACT ADMINISTRATION .....	62
RS 1.6.1 Resident and Non-Resident Services .....	62
RS 1.7 POST CONSTRUCTION WARRANTY REVIEW .....	63



## **PROJECT OBJECTIVES (PO)**

### **PO 1.1 GENERAL PROJECT OBJECTIVES**

The services rendered by the selected firms will be in support of Project Delivery / Professional and Technical Services for the Real Property Branch of PWGSC - National Capital Area. Individual call-ups will provide support to a PWGSC Project Manager and may include one or more of the Required Services listed in RS 2 related to structural engineering.

Please be advised that, in general, structural engineering services provided to PWGSC must be complete in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation.

Also, please note that the Canadian Federal Government has begun a series of initiatives to ensure that sustainable development principles are built into the policy of the federal organizations. Real Property Branch of PWGSC have also developed principles, goals and actions for integrating sustainable development principles into its policies and operations. The Consultant will be expected to incorporate sustainable design principles in their project solutions.

The Consultant is to provide support to the Project Manager in identifying and managing risks associated with the project life cycle phases covered in the Call-up.

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

### **PO 1.2 SPECIFIC PROJECT OBJECTIVES**

#### **PO 1.2.1 Environmental Objectives**

- 1) Minimizing adverse effects on the environment is a government-wide goal. At all stages of work, keep in mind the need to have projects and facilities that PWGSC can build and maintain in an environmentally responsible manner.
- 2) Projects that result in construction must require the Contractor to have waste management plans and waste audits as well as site-specific environmental protection plans.

#### **PO 1.2.2 Code Compliance**

- 1) Adhere to the most recent versions of all applicable laws, regulations, codes, standards, and guidelines applicable to the work. Where these overlap, adhere to the more stringent requirements.
- 2) Where there is no clear "more stringent" requirement, give priority to the Federal requirement over the provincial or municipal version.

#### **PO 1.2.3 Quality of Work**

- 1) Consider life cycle costs when selecting materials and equipment, including not only the cost replacement but also the costs associated with doing replacement projects (e.g. road detours, traffic control, disruption to the public, etc.).
- 2) Maximize reliability of design by specifying simple, durable, and robust materials and equipment that PWGSC can easily maintain using by persons with moderate technical skills working in remote locations.
- 3) For Dams, remote locations for some of these structures mean that programmers and controls specialists are not readily available. Hence, minimize the use of programmable logic controllers

(PLCs) and similar electronics in design of systems in favour of simple electrical controls that general electricians can troubleshoot and repair.

### **PO 1.3 PROJECT CONSTRAINTS**

#### **PO 1.3.1 Water Management at Dams**

- 1) PWGSC is responsible for regulating the flow of water through its dams. Although PWGSC will attempt to accommodate the Consultant for fieldwork, water management takes priority over work by the Consultant. Unless otherwise specified in the Call-Up Terms of Reference, be prepared during fieldwork at dams to move personnel and access equipment away from specific area of work within 4 hours to allow Damkeepers to perform water control operations.

#### **PO 1.3.2 Traffic Management**

- 1) Although PWGSC will attempt to accommodate the Consultant for fieldwork, traffic management will usually take priority over work by the Consultant. Unless otherwise specified in the Call-Up Terms of Reference, be prepared during fieldwork at bridges to move personnel and access equipment away from traffic lanes during peak morning and evening hours.

## PROJECT ADMINISTRATION (PA)

### PA 1.1 PROJECT ADMINISTRATION

The following administrative requirements apply to all projects unless modified in the Call-Up Terms of Reference.

#### PA 1.1.1 RESPONDING TO CALL-UPS

##### PA 1.1.1.1 *Confirmation Response Time*

- 1) Within 3 business days of receiving the Terms of Reference, confirm acceptance or refusal of the call-up in writing to the Departmental Representative. Departmental Representative will consider failure to respond in that time as the Consultant declining the work.
- 2) Consultant can request a meeting or teleconference with the Departmental Representative to obtain clarification of the requirements of the Call-Up before confirming or refusing the Call-Up. Such discussions are clarifications only and are not pre-contractual work.

##### PA 1.1.1.2 *Proposal*

- 1) If agreeing to the work, submit a Proposal to the Departmental Representative within 15 calendar days from the date of acceptance.
- 2) Keep Proposal short. As its purpose is only to confirm the ability to deliver scope of services and provide a price, there is no need for to repeat text from Call-Up Terms of Reference. However, in some cases the Consultant must describe how he intends to address certain aspects of the work (e.g. methods and equipment to access the underside of bridge or dam decks, methods and equipment to be used for underwater inspections, etc.). These will vary depending on needs for the particular structure that is the subject of the Call-Up.
- 3) Proposal must confirm that Consultant can meet the schedule for milestones and described in the Call-Up Terms of Reference.

#### PA 1.1.2 ROLES AND RESPONSIBILITIES

##### PA 1.1.2.1 *Departmental Representative*

The Departmental Representative is the author of the Call-Up Terms of Reference, is the single point of contact between PWGSC and the Consultant and has overall responsibility for the project.

##### PA 1.1.2.2 *Project Team*

- 1) **Requirement.**—Provide, from own employees or through sub-consultants and other specialists, all the skills required to produce the Required Services of the SO and as modified or described in the Call-Up Terms of Reference.
- 2) **Responsibilities.**—Be responsible to coordinate schedule and control quality of work of the project team, including the contributions from sub-consultants and other specialists on project team.
- 3) **Communications.**—Departmental Representative will communicate through the Consultant's designated Project Manager and will not communicate directly with sub-consultants or other specialists except on limited technical matters and only if authorized to do so in writing by the Consultant and then only within the scope of such authorization.

- 4) **Personnel Categories, Levels, and Experience.**—The personnel categories and levels for services provided in this Standing Offer are as described below. The “years of experience” refers to years providing services directly relatable to the Required Services of this Standing Offer. For example, a mechanical engineer with ten years of experience in heating and ventilating and five years’ experience in machinery of moveable bridges and other lifting equipment would have five “years of experience” because heating and ventilating is not directly relatable to the Required Services of this Standing Offer.

Category	Level	Definition
Engineers	Senior	Licensed Professional Engineer with 15 or more years of experience
	Intermediate	Licensed Professional Engineer with 5-14 years of experience
	Junior	Graduate of an engineering program recognized by a Canadian Professional Engineering Association and having 0-4 years of experience
Technologists	Senior	Having 10 or more years of experience
	Intermediate	Having 5-9 years of experience
	Junior	Graduate of an engineering technology or technician program having 0-4 years of experience

- 5) **Sub-consultants and other specialists.**—Depending upon the specific requirements in the Call-Up Terms of Reference, other skills may be required in the project team to allow the Consultant to deliver the project (e.g. geotechnical, divers, non-destructive testing inspectors or coatings inspectors, traffic control specialists, etc.) In these cases, the services provided are “disbursements” and not “fees.”

Although the Consultant is not required to identify other engineering disciplines as part of its team, the Consultant must demonstrate, to the satisfaction of the Departmental Representative, that the discipline specialist being hired is fully competent

## PA 1.2 HEALTH AND SAFETY

### PA 1.2.1 Responsibility

- 1) Be responsible for ensuring health and safety of project team (own employees, sub-consultants, and other specialists) when working on-site.
- 2) Abide by all relevant Legislation, Regulations, Codes, and Standards and ensure sub-consultants and other specialists are equally compliant.
- 3) Assess hazards inherent in the fieldwork.
- 4) Provide all necessary safety training and personnel protective equipment as required to address hazards.
- 5) Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of fieldwork, immediately stop work and advise Departmental Representative verbally and in writing.
- 6) Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative and provide Departmental Representative with written report of action taken.
- 7) Departmental Representative may stop work if Consultant does not correct a non-compliance of health and safety requirements.

## PA 1.2.2 Submittals

- 1) Submit to the Departmental Representative the following documents within two weeks (14 calendar days) of Call-up Award and before going on site, as proof Consultant complies with all requirements relating to occupational health and safety during fieldwork.
  - a) **Consultant company's information**
    - i) **Clearance Certificate** from the Ontario Workplace Safety Insurance Board (WSIB), or Quebec « Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) », or equivalent from other provinces of work. This must be valid at all times during Contract. Re-submit with each request for progress payment.
    - ii) **General Liability Insurance Certificate**, naming "Her Majesty the Queen in the Right of Canada as represented by the Minister of Public Services and Procurement Canada" as an additional insured. Form is located at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357-eng.pdf>
    - iii) **Health & Safety Policy Statement** signed by employer at highest level of management at workplace.
    - iv) **Occupational Health and Safety Program** meeting requirements of Ontario Occupational Health and Safety Act or other provincial equivalent depending on Province of work.
  - b) **Field Team's Individual Information.**—For all individual members of Consultant's field team (own staff, sub-consultants, and other specialists) who will be on site (in all cases provide updates in case of personnel changes during Contract), submit:
    - i) **Names** of all persons who will be present on site;
    - ii) **Names, qualifications, and physician's clearance** for all divers (if applicable);
    - iii) **Proof** of health & safety training for all field team members in a minimum of:
      - (1) Workplace Hazardous Materials Information System (WHMIS 2015)
      - (2) First Aid and CPR (two persons on site must have this training, in case the designated First Aider himself requires first aid)
      - (3) Additional training to address specific hazards associated with this contract (e.g. diving for underwater inspections, etc.).
  - c) **Hazards Assessment and Site Specific Health & Safety Plan (HASSHSP).**—The HASSHSP must contain, but need not be limited to:
    - i) **Description of project.**—A brief description of what Consultant understands Work to be.
    - ii) **Hazard identification, analysis, and mitigation measures.**—A Contract-specific list of activities Consultant's field team will undertake on-site, complete with hazards associated with each activity and procedures Consultant will use to mitigate each hazard. Include activities to be done by sub-consultants and other specialists. Departmental Representative will identify currently-known hazards in the Call-Up Terms of Reference. This section of the HASSHSP is usually presented in the form of a table. Hazard list must be specific to site and project. Mitigation measures may be custom to the site and/or include cross-references to standard Company procedures (with details of these procedures provided in an Appendix).
    - iii) **Emergency contacts.**—An organizational chart showing specific chain-of-command and specify overall responsibilities of Consultant's employees, sub-consultants, and other specialists at Work site in case of emergencies. This is usually a list of names, roles, and phone numbers.

- iv) **Emergency response plan.**—In addition to the hazards inherently present in the work, list other emergencies that could perceivably occur during Work and what steps Consultant will take to respond (e.g. cases where someone has a medical crisis whilst on site).
- v) **Hazard communication plan.**—Describe how Consultant will inform employees and sub-consultants of hazards and hazard mitigations measures appropriate to site (i.e. provide the agenda for a so-called “tailgate meeting”) before Consultant’s field team goes on site for first time. All persons are to sign-off as having received this briefing before starting Work. Submit a copy of briefing agenda and signed attendance list to Departmental Representative.
- d) Implement HASSHSP during all field activities.
- e) Provide separate HASSHSP covering the risks associated with diving operations (where applicable).
- f) Departmental Representative’s review of Consultant’s HASSHSP should not be construed as approval and does not reduce Consultant’s overall responsibility for Health and Safety on-site.

### PA 1.3 PROJECT MANAGEMENT

#### PA 1.3.1 Communications

- 1) Communicate only with the Departmental Representative.
- 2) Do not correspond with other stakeholders unless authorized to do so in writing by the Departmental Representative and only within the scope of such authorization.
- 3) Do not respond to questions from the media; direct all such inquiries to the Departmental Representative.

#### PA 1.3.2 Change Management

- 1) As changes arise, advise Departmental Representative of all potential effects on schedule, budget, or ability to deliver full scope of work described in the Call-Up Terms of Reference.
- 2) Detail the reasons for the changes and describe proposed steps to reduce adverse effects on the project. Obtain written approval from the Departmental Representative before proceeding.

#### PA 1.3.3 Project Meetings

- 1) Attend all meetings throughout all phases of the project unless otherwise directed by the Departmental Representative. It is anticipated that bi-weekly meetings are required throughout the services, in Gatineau at PWGSC offices during RS2.1-RS2.5 and at the construction site during RS2.6.
- 2) Unless otherwise directed by the Departmental Representative, chair the meetings and prepare minutes, distributing them within 5 business days.
- 3) **Kickoff Meeting**
  - a) Departmental Representative will arrange a Kickoff Meeting at a time mutually convenient with the Consultant soon after Award and before Consultant starts work. The purpose of the Kickoff Meeting is to introduce the Consultant’s project team, the Departmental Representative, and key stakeholders to be involved in the project. Hence, it may include PWGSC staff other than the Departmental Representative along with representatives from other Authorities Having Jurisdiction (e.g. other government departments, provincial staff, municipal staff, etc.).

- b) Kickoff Meeting will be in the preferred language of the Consultant, which is the language of the Consultant's Proposal (either English or French).
  - c) The Kickoff Meeting may be in person or by teleconference as described in the Call-Up Terms of Reference.
- 4) **Non-Construction Progress Meetings**
- a) Departmental Representative will arrange these meetings at mutually convenient times around the Milestones in the schedule given in the Call-Up Terms of Reference.
  - b) Language will be in the Consultant's preferred language, which is the language of the Consultant's Proposal (either English or French).
  - c) These meetings may in-person or by teleconferences as described in the Call-Up Terms of Reference.
- 5) **Construction Progress Meetings.**—These will be held at the construction site and will be in the preferred language of the Contractor (English or French). Ensure that Consultant's staff interfacing with the Contractor can accommodate either language.

#### PA 1.4 PROJECT PROCEDURES

##### PA 1.4.1 Technical Reports, Options, and Cost Estimates

- 1) Technical reports must address the requirements of, and be in the format specified in, the Call-Up Terms of Reference.
- 2) Unless otherwise specified, the format will be as follows:
  - a) Executive Summary
  - b) Seals Page
  - c) Table of Contents
  - d) Background
  - e) Method
  - f) Observations
  - g) Analysis
  - h) Conclusions and Recommendations
  - i) References
  - j) Appendices (e.g. photos, drawings, calculations, lab reports, etc.) as applicable
- 3) Provide an uncontrolled, editable, native-software, electronic document of all deliverables in addition to the final PDF versions.
- 4) Final PDF version must include a page wherein the following two engineers seal and sign the document:
  - a) the engineer taking responsibility for the overall document (called the "engineer of record" in some jurisdictions); and,
  - b) the engineer who has provided overall review of the deliverable.

##### PA 1.4.2 Submittal Procedures for Deliverables

- 1) **Acceptance criteria for written work.**—In addition to requirements in "Doing Business with the NCA", PWGSC expects written work to be of professional quality, with proper grammar and spelling, organized logically, and illustrated with photos and sketches whenever required for clarity.
- 2) **Procedure.**—Submit draft deliverables as required in the Call-Up Terms of Reference or the appropriate RS section, and upon request by Departmental Representative. Make changes to draft deliverables based on comments from Departmental Representative and resubmit for review. Repeat this process as often as necessary to achieve acceptable deliverables.
- 3) **Language of Submittals**

- a) Departmental Representative will specify language for deliverables, except Construction Documents, in the Call-Up Terms of Reference.

PA 1.4.3 Response Time During Project Delivery

- 1) Be available to participate in teleconferences within 24 hours of a request from the Departmental Representative.



Call-Ups on this Standing Offer may involve one or more of the following Required Services.

## **REQUIRED SERVICES (RS)**

### **RS 1.1 PRE-DESIGN SERVICES**

#### **RS 1.1.1 Fieldwork in Preparation for Design**

- 1) Departmental Representative will provide copies of past inspection reports as reference material for the project. Review this before visiting the structure to verify the current extent of defects.
- 2) Undertake specialized inspections, measurements, and laboratory or field-testing as needed to obtain all data needed for the design stage.

#### **RS 1.1.2 Scheduled Inspections**

##### **RS 1.1.2.1 General Requirements**

- 1) PWGSC inspects its structures on a regular schedule, either by in-house personnel or with the assistance of Consultants. Departmental Representative will provide Consultant with copies of previous reports and condition drawings against which to compare current condition.
- 2) Content and formatting of technical reports and underwater videos can vary with the specifics of the project. Departmental Representative will provide any special requirements for formatting of inspection reports in the Call-Up Terms of Reference.
- 3) Two types of inspections that may be required: a General Inspection or a Comprehensive Detailed Inspection. Specific requirements for each will be detailed in the Call-Up Terms of Reference, but such inspections can be summarized as follows

##### **RS 1.1.2.2 Comprehensive Detailed Inspection**

- 1) This type of inspection is an up-close, hands-on, member-by-member examination of all surfaces of a bridge or dam (above water and under water), and of the channel upstream and downstream for some distance, using specialized access equipment as necessary.
- 2) Departmental Representative will provide a detailed scope of work in the Call-Up Terms of Reference, but in summary, a Comprehensive Detailed Inspection will require the Consultant to do the following:
  - a) **Field and laboratory testing.**—Undertake these studies as specified in Call-Up Terms of Reference.
  - b) **Structural Inspection** (Underwater and Above Water)
    - i) For above water portions of structure, map concrete cracks and spalls where these are found above water and survey delamination by hammer sounding and/or chain dragging methods. For underwater portions of structure, and assess cracks and voids by hand. In all cases, mark findings on drawings of the structure as field notes and prepare final drawings of this survey for the report.
    - ii) Examine structural steel (using wire brush as necessary to remove flaked material) and measure extent and depth of section loss, cracks, and deformations. Mark all findings on drawings of the structure and prepare final drawings of this survey for the report.
    - iii) Underwater inspections may include scour measurements if so indicated in Call-Up Terms of Reference.

- iv) Examine dam deck surfaces in detail and identify extent and depth of surface defects on drawings of the structure.
- v) Detect and map-out delaminated areas (e.g. by chain drag or other) and note these on drawings.
- vi) In all cases, ensure defect mapping is detailed enough to compare with the last inspection. Measurements that are more precise may be required in the field if Call-Up Terms of Reference also calls for a seismic, fatigue, wind and structural assessment.

c) **Machinery Assessment and/or Inspection (Mechanical and Electrical)**

- i) Visually examine machinery (flow control equipment on dams and bridge machinery on moveable bridges) from the point of main power supply through to the loads being moved. This must include both mechanical and electrical components.
- ii) Witness a demonstration of its operation (to be performed by PWGSC operations staff) and interview operations staff (i.e. Bridge Operators or Damkeepers) for their observations of behaviour of machinery in use.
- iii) Witness a demonstration of emergency operation methods (where these exist).
- iv) Examine and witness operation of all auxiliary equipment associated with main machinery (e.g. gate and gain heaters or steam de-icing systems on dams, bubblers, communications systems, etc.).
- v) PWGSC attempts to keep critical spare parts (both mechanical and electrical) on hand to minimize downtime and improve reliability of operating machinery. Therefore, assess the number and type of spare parts PWGSC keeps on hand and make recommendations with respect to difficult-to-source parts or long-lead-time items.
- vi) Review records of previous system alarms and failures and discuss with PWGSC staff all recent repairs required to mechanical and electrical components.
- vii) Review maintenance records and reports from specialized inspections by others of main machinery and auxiliary systems and assess their scope of work against regulatory requirements, standards, and best practices for that particular type of equipment.

d) **Analysis and Recommendations**

- i) Make professional judgements about the significance of defects found and about how deterioration has progressed since the last inspection.
- ii) Recommend specialized field or laboratory testing if this is necessary to define fully the extent or nature of certain defects.
- iii) Propose a prioritized program of repairs broken into logical work packages over a number of years if necessary.
- iv) Include an estimated 10-year management plan for performing lab and field-testing and for addressing defects in their priority.

**RS 1.1.2.3 General Inspection**

- 1) This type of inspection is a walk-through visual examination of surfaces visible to the naked eye or with binoculars, but without resorting to specialized access equipment and containing no underwater inspection.

- 2) Departmental Representative will provide a detailed scope of work in the Call-Up Terms of Reference, but in summary, a General Inspection will require the Contractor to do the following:
  - a) Observe defects and photograph them. Compare defects against photographs from previous years and comment on changes.
  - b) For dams and moveable bridges only: Visually observe machinery and note missing safety covers, lack of lubrication, or other conditions pointing to a lack of maintenance. Interview operations staff about their observations of recent behaviour of operating machinery.
  - c) Note deficiencies in general maintenance and site cleanliness.
  - d) Prepare report in format described in Call-Up Terms of Reference. Recommendations include general maintenance recommendations as well as recommendations for further studies or specialized investigations if Consultant feels this is necessary.

#### **RS 1.1.3 Seismic, Wind, Structural, fatigue and Stability Assessments**

Departmental Representative will provide a detailed scope of work in the Call-Up Terms of Reference, but in summary, these assessments involve a detailed structural and/or seismic evaluation of a bridge superstructure and substructure to determine their load-carrying capacity in their current deteriorated condition, in accordance with the Canadian Highway Design Bridge Code. The Call-Up Terms of Reference may include an assessment at the fatigue limit state.

#### **RS 1.1.4 Hydrotechnical Study**

Departmental Representative will provide a detailed scope of work in the Call-Up Terms of Reference, but in summary hydrotechnical studies may include one or more of the following elements:

- 1) Obtain and analyze precipitation and water gauge data and perform hydrologic analysis to estimate flood frequency and magnitude. Verify results by demonstrating that the method used for design flow computation also can reproduce observed historic flows.
- 2) Obtain existing topographic and bathymetric data for areas of concern from other dam owners, municipalities, or the province. Supplement this data by physically performing bathymetric and topographic surveying on the ground where this is required to fill in data gaps.
- 3) Obtain from their owners elevation data for bridges, roads, hospitals and other important buildings within the areas of concern.
- 4) Obtain data on and use, vegetative cover, natural storage areas (wetlands), and soils properties in critical areas.
- 5) Use obtained information to create a model of the hydrologic and hydraulic characteristics pertinent to the dam and calculate flood discharge at various water elevations.
  - a) If so specified in the Call-Up Terms of Reference, this may include a Dam Break Study.
- 6) Identify main flood hazard areas by creating maps showing areas that would be flooded at different water elevations.
- 7) Prepare and submit a report on findings. Report must explain and justify the choice of analysis method along with all sources of data and assumptions used with the method. Identify the analysis software program used and version number and list all relevant input values and all options used within the software.

#### **RS 1.1.5 Dam Safety Review**

- 1) PWGSC requires that Dam Safety Reviews conform to the Canadian Dam Association's Dam Safety Guidelines, although the Departmental Representative may modify or add to these requirements in the Call-Up Terms of Reference.
- 2) A Dam Safety Review may include a complete Hydrotechnical Study unless one has been recently done as a separate study.

#### **RS 1.1.6 Public Safety Assessments**

Departmental Representative will provide a detailed scope of work in the Call-Up Terms of Reference, but in summary, a Public Safety Assessment is generally done to the Canadian Dam Association's Guideline for Public Safety Around Dams.

#### **RS 1.1.7 Other Investigation, Studies and Reports**

- 1) Perform inspections, investigations, and/or testing and provide reports as specified by the Departmental Representative in the Call-Up Terms of Reference.
- 2) Required inspection and investigation may include but need not be limited to:
  - a) Non-routine inspections;
  - b) Thermal movement studies, displacement studies;
  - c) Code and regulatory compliance assessments;
  - d) 3D scanning and other surveys;
  - e) Feasibility Reports and Investment Analysis Reports;
  - f) Life cycle cost analysis studies;
  - g) Environmental assessments/studies
  - h) Non-destructive testing;
  - i) Instrumentation and monitoring work; or,
  - j) Traffic studies.

#### **RS 1.2 CONCEPT DESIGN**

- 1) The general requirement is to perform analysis and calculations based on field information from RS1.1 Pre-Design Services and then prepare a report with the results of the analysis and recommendations for repairs or replacement.
- 2) Include in an Appendix to the Concept Design Report all appropriate engineering calculations, studies, and investigations supporting the analysis.
- 3) Unless otherwise specified in the Call-Up Terms of Reference, present three separate feasible repair options complete with Class C cost estimates and an analysis of pros and cons, risks, and technical challenges of each approach. Recommend one of these options for further Design Development.
- 4) Include in the report all sketches of plan views, elevations, sections, and details required to convey fully the meaning of each option.
- 5) If so specified in the Call-Up Terms of Reference, the Departmental Representative may ask the Consultant to provide technical input into internal PWGSC approvals documents such as the Feasibility Report, and Risk Management Plan.

#### **RS 1.3 DESIGN DEVELOPMENT**

- 1) The purpose of this phase is to further develop the Departmental Representative's choice option from RS1.2 Concept Design in a level of detail necessary to present to senior management for internal funding approvals as per the National Project Management System and potentially for pre-authorizations from other Authorities Having Jurisdiction.

- 2) Unless otherwise specified in the Call-Up Terms of Reference, the RS1.3 Design Development submittal package must include the following:
  - a) **Drawings** clearly showing the proposed intervention, complete with a legend describing all symbols being used, a glossary of abbreviations, a north arrow and (where applicable) arrows showing direction of water flow;
  - b) **Construction narrative** describing how the Consultant expects a Contractor to accomplish the work;
  - c) An expected **construction schedule** including both milestones and an estimate of working days, taking into account the available working days in a given month and the location of the asset;
  - d) A **Class B Cost Estimate** clearly showing contingencies (which may be different for different aspects of the work) as well as allowances for risk;
  - e) An expected **Cash Flow** for the duration of the construction project;
  - f) **Life Cycle Cost Analysis**; and,
  - g) **Technical input** into internal PWGSC approvals documents such as the Investment Analysis Report and Risk Management Plan.

## **RS 1.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE**

### **RS 1.4.1 General**

- 1) Adhere to requirements of “Doing Business” for general format of tender packages.

### **RS 1.4.2 Requirements for Specifications**

- 1) Federal Government projects have very specific requirements for the Division 1 section of the specifications as well as some custom sections (e.g. Designated Substances Survey) that do not appear in the National Master Specifications (NMS). Departmental Representative will define these requirements in the Call-Up Terms of Reference.
- 2) The NMS do not cover all topics that may be required in a project (e.g. there is no Master for cofferdams and dewatering or for vertical lift gates for dams, bridge bearings, etc.). Custom-write such sections using the same NMS format and MasterSection™ numbering system and following the style from the NMS User Guide.

### **RS 1.4.3 Requirements for Drawings**

- 1) Aim for a slim and clean drawing package with minimum views necessary to show work. Do not duplicate the same details on multiple drawings.
- 2) Where logically possible, two or more disciplines are encouraged to put their information onto a single drawing, e.g. have a single drawing showing both electrical cable trench and steam line trench on a dam deck.
- 3) Provide legends showing all symbols used.
- 4) **Structural drawings.**—Must include the following:
  - a) **General Arrangement Drawing** showing title block, revision block, initial block, key plan, plan view, elevation view, cross-section, bench mark, general notes, list of drawings, profiles, etc.
  - b) **Staging Drawing:** illustrating the construction staging and traffic management
  - c) All other drawings required to clearly detail the work including applicable standard details

- 5) **Mechanical drawings.**—Coordinate carefully all hoisting and lifting motor and control requirements with the electrical section; consider putting this information on one drawing signed and sealed by both disciplines.
- 6) **Electrical drawings.**—Must include the following:
  - a) **Single line diagram** of electrical power distribution circuits with their metering and protection, rating of equipment, ratios and connections of current transformer and power transformer, description of relays when used, maximum short circuit levels on which design is based, identification and size of services and major branch circuits, and connected loads and estimated maximum demand on each load centre.
  - b) **Electrical plans** with at minimum: circuit numbers at outlets and control, switching identified, all conduit and wire sizes, and a panel schedule with loadings for each panel.
  - c) **Controls diagrams** (where applicable) for each system; do not leave the subject of controls entirely to the Contractor.
  - d) **Electrical data** including at minimum: total connected normal load and total connected emergency load, short-circuit requirements and calculations, complete rating of equipment, ratios and connections for current transformer and power transformer, and description of relays when used.
  - e) **Complete lighting layout and schedule**, clearly indicating methods of circuiting, switching, and mounting of fixtures and luminaires.
  - f) **Schedule for motors and controls.**
  - g) **Fire alarm and security system layouts**, if applicable.

#### RS 1.4.4 Stages of Design Submittals

- 1) Submit draft tender packages at the following stages of work:
  - a) **33% Complete.**—Drawings package showing table of contents, existing site plan, and overall configuration of new work. Some details may be roughed-in. Specification package to contain complete table of contents with all the sections that will eventually appear in the final package, as well as those sections that have already been edited to suit the project (do not submit any un-edited NMS Master sections). Cost Estimate: Revised Class B. Provide expected construction schedule in bar-chart format. Provide additional support data, calculations, etc. as required in the Call-Up Terms of Reference.
  - b) **66% Complete.**—Drawings showing many of the details worked out. Specification package should include edited versions of generic NMS Master Sections, concentrating on Division 1 sections as these have a long internal review process. Cost Estimate: Class A. Provide expected construction schedule in bar-chart format. Provide draft Commissioning Plan for systems and equipment. Provide additional support data, calculations, etc. as required in the Call-Up Terms of Reference.
  - c) **Intermediate Packages.**—Some individual drawings or spec sections may not be fully developed at the 66% stage; Departmental Representative will flag such areas in the comments on the 66% package. Submit these individually for an additional review between the 66% and 99% stages.
  - d) **99% Complete.**—Package is fully ready except for translation. Cost Estimate: Revised Class A. Provide expected construction schedule in bar-chart format. Provide final Commissioning Plan for systems and equipment. Provide additional support data, calculations, etc. as required in the Call-Up Terms of Reference.
  - e) **100% Complete.**—Finalized translated package, including a tender ready estimate, ready for tendering and stored electronically in format described in “Doing Business.”

- 2) Departmental Representative will schedule a Submission Review Meeting to discuss PWGSC's comments on each submittal. Ensure all appropriate staff and sub-consultants attend the meetings as required.

#### **RS 1.5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD**

- 1) Attend Bidder's Conferences and Job Showings.
- 2) Prepare text for Addenda based on questions arising in such meetings or as submitted by Bidders and provided by the Departmental Representative. Assess the implications of addenda on quality, cost, and schedule.
- 3) Assist Departmental Representative in tender evaluations by commenting on completeness of tender documents, technical aspects of tenders, effect of alternatives and qualifications submitted by Bidders with their tenders, provide a recommendation on the Bidder's capacity to undertake the full scope of work.
- 4) If PWGSC decides to re-tender the project, revise and amend the tender package as needed and update the cost estimate and expected construction schedule.
- 5) Have design engineers seal and sign the final version of the drawings to be issued for construction.

#### **RS 1.6 CONSTRUCTION & CONTRACT ADMINISTRATION**

##### **RS 1.6.1 Resident and Non-Resident Services**

- 1) Resident and Non-Resident construction and contract administration are required throughout the construction period.
- 2) Resident Services may be either full time or part time, Departmental Representative will specify this in the Call-Up Terms of Reference.
- 3) At no time is the Consultant to act as Departmental Representative.
- 4) The general requirements for these services are as follows:
  - a) **Monitor Safety**
    - i) Verify that Contractor has made all required on-site postings and is maintaining these.
    - ii) Observe Contractor's compliance with regulatory requirements for construction and with approved work methods and stop work if required for safety reasons.
  - b) **Provide Quality Assurance**
    - i) Monitor Contractor quality of work and general compliance to plans and specifications. This includes providing qualified inspectors to audit Contractor's quality of work (e.g. coatings inspectors, welding inspectors, etc.)
    - ii) Clarify and interpret construction documents by means of Site Instructions; these must not change the contract price or schedule or affect technical aspects of the work.
    - iii) Review Contractor shop drawings submittals for products, equipment, and work methods and review these against the requirements in the construction documents. NOTE: some submittals will also need review by the Departmental Representative whenever these could have an impact on Damkeeper's or Bridge Operator's safety, ergonomics, or work methods. Departmental Representative will flag such issues ahead of time. Submit these key submittals to the Departmental Representative and await PWGSC comments before approving.
    - iv) Ensure Contractor provides Operating and Maintenance Manuals before performing training for Damkeepers or Bridge Operators on installed systems and equipment.



- c) **Commissioning.**—Witness Commissioning. Collect all test reports and other documents produced during commissioning, review these for completeness and address gaps with Contractor as required. Submit complete package to Departmental Representative.
- d) **Close-Out Activities.**—Ensure Contractor has rectified all disturbed surroundings, correctly re-instated items removed and reinstalled, and generally made good all surroundings after finishing work. Perform interim and final inspections (include specialists from all disciplines to ensure a full review of all aspects of the work) and to advise Departmental Representative on the issuance of Interim and Final Certificates of Completion.
- e) **Monitor Project Risks** and notify Departmental Representative of supply problems, labour issues, or other developing situations that may adversely affect the work.
- f) **Change Management Activities**
  - i) Prepare text of Contemplated Change Notices (CCNs) for Departmental Representative to issue to Contractor
  - ii) Review Contractor's response to CCNs and advise if price is "fair and reasonable".
  - iii) Advise the Departmental Representative on the text of Change Orders (COs) which are to be issued by the Contract Authority.
- g) **Monitor Schedule.**—Track Contractor progress of work against the approved construction schedule, keeping daily logs and taking progress photographs, then summarizing this to prepare and submit weekly reports to the Departmental Representative on Contractor's progress.
- h) **Monitor Costs.**—Keep accurate records of quantities laid-down and compare against Contractor's requests for progress payments. Review Contractor's progress claims before submitting to Departmental Representative and advise if Contractor's submittal is complete and "fair and reasonable."
- i) **Finalize Documentation**
  - i) Collect As-Built from Contractor and use these to prepare Record Drawings for the Departmental Representative. Record exact makes and models of equipment installed on the drawings.
  - ii) Ensure package of shop drawings and product data is complete and clear. Update project specifications with exact makes and models of equipment installed to comply with the requirements of the specification.
  - iii) Submit copy of daily logs to Departmental Representative at end of field activities.
  - iv) Submit full documentation package of as-built drawings, annotated specifications, approved shop drawings and product data to the Departmental Representative in electronic form no more than 6 weeks after Final Completion.

#### RS 1.7 POST CONSTRUCTION WARRANTY REVIEW

- 1) Warranty inspection team to include representatives from all disciplines involved in the project.
- 2) Approximately 9 months after Final Completion, conduct a warranty review of the built works inspecting work done for defects as well as reviewing those defects reported by Departmental Representative. Prepare list of deficiencies found and submit to Departmental Representative.
- 3) Review Contractor's corrected work and advise Departmental Representative of findings.
- 4) Repeat these steps if re-inspection of corrected work is required.
- 5) Upon acceptable work by Contractor, prepare and submit to the Contractor with copy to the Departmental Representative a "Notice of Final Warranty Inspection."



**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**

#### **SRE 1.1 REFERENCE TO THE SELECTION PROCEDURE**

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

#### **SRE 1.2 SUBMISSION OF PROPOSALS**

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

#### **SRE 1.3 CALCULATION OF TOTAL SCORE**

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

- Technical Rating x 90% = Technical Score (Points)
- Price Rating x 10% = Price Score (Points)
- Total Score Max. 100 Points

### **SRE 2 PROPOSAL REQUIREMENTS**

#### **SRE 2.1 REQUIREMENT FOR PROPOSAL FORMAT**

1. The following proposal format information should be implemented when preparing the proposal.
  - a. Submit one (1) bound original plus three (3) bound copies of the proposal.
  - b. Paper size should be - 216mm x 279mm (8.5" x 11").
  - c. Minimum font size - 11 point Times New Roman, Garamond, or similar.
  - d. Minimum margins - 12 mm ( $\frac{1}{2}$ ").
  - e. Double-sided submissions are preferred.
  - f. Definition: One (1) page means one side of a 216mm x 279mm (8.5" x 11") sheet of paper.
  - g. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, schedules, organization charts, or work breakdown structure will be counted as 1.0 page. The blank back side of aforementioned fold out sheet will not count in the page total. Use of 11"x17" pages for any other information will be counted as two (2) pages.
2. The order of the proposals should follow the order established in the Request for Proposal's SRE section.

#### **SRE 2.2 SPECIFIC REQUIREMENTS FOR PROPOSAL FORMAT**

1. The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is **forty (40) pages**. The following are not part of the page limitation mentioned above;
  - a. Covering letter
  - b. Declaration/Certification Forms (Appendix A)
  - c. Front page of the Request for Standing Offer document

- d. Front page of revision(s) to the Request for Standing Offer document
  - e. Licensing, Certification# or Authorization Information
  - f. Consultant Team Identification Format (Appendix B)
  - g. Price Proposal Form (Appendix C)
  - h. Integrity Provisions – Required Documentation
  - i. Client Reference Form (Appendix D)
2. Consequence of non-compliance: any pages that extend beyond the above page limitation and all other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

### SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

#### SRE 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.

##### SRE 3.1.1 Declaration/Certification Form(s)

Proponents must complete, sign, and submit the Declaration Form(s) found in Appendix A.

##### SRE 3.1.2 Licensing, Certification or Authorization

1. The Proponent shall be authorized to provide engineering services and must include structural engineers specializing in concrete dams and bridges, licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the provinces of Ontario and Québec.
  - a. If the Proponent is licensed to practise in only one of the two provinces then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.
2. You must indicate current license or how you intend to meet the provincial licensing requirements.

##### SRE 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**.

#### SRE 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):

### SRE 3.2.1 Management of Services

1. **What we are looking for:** Provide clear and detailed specifics of how the Proponent's teams will be organized and co-ordinated in their approach to the delivery of the full range of Required Services (RS) when responding to Call-ups on the Standing Offer. The proponent is encouraged to provide specifics in their response, avoiding where possible generic or sweeping statements that do not convey the day-to-day activities that will take place.
2. **What the Proponent should provide:** A description of:
  - a. the Proponent's approach to responding to the individual Call-ups which will arise as a result of this Standing Offer including the management structure and general reporting procedures for project Teams within the Proponent Firm;
  - b. how personnel will be selected from within the Proponent Firm to form the project Teams needed to deliver Required Services (RS) and how sub-consultants (if required) will be selected, their roles and how they will be integrated into the project Team.
  - c. the Proponent's understanding of working relationships with Government and of requirements for delivering projects in a government environment;
  - d. how the Proponent intends to meet the Project Response Time Requirements stipulated in the Required Services (RS) sections;
  - e. the Proponent's procedures for assuring quality of deliverables that would be produced during a Call-up including but not limited to :
    - i. how Client's requirements will be gathered;
    - ii. what document reviews will be done;
    - iii. what review will be done of sub-consultant deliverables (e.g. underwater inspections by divers, etc.);
    - iv. by which role(s) will these reviews be conducted; and,
    - v. what acceptance criteria will be used to judge conformance of deliverables to requirements;
  - f. the approach to cost and schedule control;
  - g. the approach to risk management;

### SRE 3.2.2 In-House Team Personnel Expertise and Experience

1. **What we are looking for:** A demonstration that the Proponent's in-house personnel as being part of the proposed Team, have the combined capacity, experience and expertise needed to provide the full range of services listed in the Required Services (RS) sections on bridges and dams. Expertise and experience of personnel not within the Proponent's or joint venture Proponent's organization will not be evaluated or rated.
2. **What the Proponent should provide:** Submit the following seven (7) résumés of the proposed Team Personnel who would perform the majority of the work in Call-ups against this Standing Offer: one (1) senior bridge engineer, one (1) senior dam engineer, one (1) senior engineer (discipline to be determined by Proponent), and four (4) résumés for Intermediate and/or Junior engineers and/or technologists. Proponents will receive a lower score if résumés are missing and no score will be given for résumés in addition to those that are required. Each résumé must clearly indicate:
  - a. Their discipline, position title, category level (see section PA 1.1.2.2.4 Personnel Categories, Levels and Experience in the Standing Offer Brief), responsibilities, the years of experience and how they relate to the types of services, the number of years with the Proponent, work location;
  - b. Short pertinent examples of at least 3 projects/inspection/evaluations on Canadian bridges and dams that are pertinent to the range of services listed in the Required Services (RS) section.

Eligible projects should have received substantial certificate of completion within the past five (5) years. Proponents will receive a lower score if examples are for projects that have no comparison in scope and scale to the type of project to be delivered under this Standing Offer, or are not related to the range of services listed in the Required Services, or on bridges and dams outside Canada;

- c. Professional accreditation; and
- d. Provide an overview of the Proponent's personnel, available for each key skillset (bridge, dam, heavy mechanical, civil and transportation), who would be called upon for work in Call-ups against this Standing Offer.

### SRE 3.2.3 Firm's Past Experience

#### 1. What we are looking for:

- a. Proponents should demonstrate that the Firm has experience providing the full range of services listed in the Required Services (RS) section and demonstrate that the personnel with experience on those projects would be available to deliver the Required Services (RS) on this Standing Offer.
- b. Proponent shall provide one (1) bridge project and one (1) dam project, both located in Canada, and similar in scope and scale to the type of project to be delivered under this Standing Offer. Proponents will receive a lower score if examples are for projects that have no comparison in scope and scale to the type of project to be delivered under this Standing Offer, or are not related to the range of services listed in the Required Services, or on bridges and dams outside Canada. Proponents will receive a lower score if a project is missing and no score will be given for projects in addition to those that are required.
- c. Dam project provided should be on concrete dams.
- d. Bridge project provided should be on an existing bridge (ex: rehabilitation)
- e. Proponents are limited to two (2) pages per project. Text beyond that limit will not be evaluated or rated.
- f. Eligible projects should have received substantial certificate of completion within the past five (5) years.
- g. Selected projects should illustrate the Firm's ability to deliver the Required Services.

#### 2. What the Proponent should provide: For each project, describe the following:

- a. location of asset;
- b. month and year from and to when services were provided;
- c. scope of work of the project (i.e. work done on the asset);
- d. description of those specific services that Proponent provided in support to the scope of work of the project
- e. list of personnel and skill sets involved in the project (e.g. describe bridge involvement, dam involvement, civil involvement, highways involvement, structural involvement, heavy mechanical involvement, etc.) and indicate which of the project's personnel are still employed by the firm and who would be available to be involved with Call-ups on this Standing Offer;
- f. any unexpected technical challenges that arose during the project, that could be expected on projects on PWGSC assets, and how the Proponent responded to these; and,
- g. brief description on planned cost and schedule, final cost and schedule, and how the Proponent management variance, if any. .
- h. client reference form (Appendix D)

### **SRE 3.2.4 Hypothetical Projects**

**1) What we are looking for:**

- a) Proponent must demonstrate a thorough understanding of what would be required to undertake the project as described.
- b) Proponents are limited to four (4) pages per project. Text beyond that limit will not be evaluated or rated.
- c) The clarity of the response writing will form part of the evaluation (use of language, document structure, conciseness, and completeness of the response).

**2) What the Proponent should provide:** for each hypothetical project, describe:

- a) how the Proponent will approach and deliver the requested Required Services, including the Proponent's personnel and sub-consultants, if required, and the team reporting structure required to complete the work (e.g. hydrotechnical, structural, mechanical, electrical, controls, environmental, geotechnical, non-destructive testing, diving, etc.);
- b) what fieldwork and testing would be required; what are the codes, standards, and regulations that would apply to the work; what key stakeholders would need to be involved in the project and what areas of concern they would likely have; other expected constraints, etc.;
- c) in the form of a table, list the specific tasks the Proponent would need to undertake in order to effect the work and the assigned resources for each task. Provide an estimated level of effort in hours for each team member. Supplementary text may be used to justify the appropriateness and level of effort of assigned resources;
- d) a brief description of disbursement items (such as barge or other equipment rental, laboratory testing, etc.) along with an order of magnitude cost estimate for each of these;
- e) a schedule, in bar chart form showing major milestones with work sequencing and prioritization the complete work of the project (including construction phase where applicable);
- f) identify areas where Proponent feels there is potential for the use of innovative technology, innovative materials, creative approaches;
- g) provide three (3) risks (technical or other) that may affect project implementation along with risk management options to mitigate them;
- h) provide a general description of one(1) feasible repair solution (where applicable) along with an order-of-magnitude cost estimate and discussion of associated risk.

**3) Hypothetical project scenarios:**

- a) When responding to the following hypothetical project situations, be advised that the information presented is fictitious, although the requirements are broadly typical of the types of work that could arise through this Standing Offer. The scenarios were developed in order to give Proponents sufficient material from which to develop an outline of their approach.
- b) Reasonable assumptions may be made to supplement the scenario information to help focus the Proponent's response to key elements; all assumptions must be clearly stated. Assumptions should not be used to avoid exploring options.

**c) PROJECT 1 - DAM SAFETY REVIEW & HYDRAULIC MODELLING**

- i) **Scenario.**—Two dams span a river, one on each side of an island in the middle of the channel in a relatively remote area of Ontario. The original construction date of the facility is in the mid-XX<sup>th</sup> century. Both dams consist of concrete piers and abutments forming a series of sluices across the river. The purpose of the dams is water level and flow management. The dam was originally designed to safely pass the 100-year flood.

The large watershed, which consists of a complicated series of wetlands, lakes, and rivers, is managed by a technical committee that includes Federal, Provincial, and private hydroelectric dam owners.

One dam is original to the facility whilst the other has recently been re-built with different sized sluices and the addition of three mechanical gates. All the other sluices are controlled with timber stoplogs manipulated with 15-year-old stoplog lifting cranes.

Waterway barriers exist a short distance upstream of the dam and warning buoys exist downstream of the dam. The dam deck and abutments are fenced to prevent public access, but the riverbanks are accessible and are heavily used by local fishermen.

The facility has never had a Dam Safety Review or a Public Safety Assessment.

A small town is located on one bank of the river, and some recent downstream development may have been done at elevations lower than ideal, including the construction of one bridge.

- ii) **Engineering Services Required.**—All services required would fall into RS1.1 Pre-Design Services.

- (1) Inspect the condition of both dam structures, paying particular attention to the older structure that is expected to require a mid-life refit in the next ten years.
- (2) Perform a Dam Safety Review of the complex to the 2007 Dam Safety Guidelines published by the Canadian Dam Association (CDA).
  - (a) Undertake frequency analysis, regional frequency analysis, hydrologic modelling, flood routing, and hydraulic analyses. Compare this with the original design flood.
  - (b) Undertake a seismicity assessment and select an appropriate Earthquake Design Ground Motion (EDGM).
  - (c) Undertake a stability analysis of the structure under Inflow Design Flood (IDF) and EDGM loads to determine whether the criteria of the Canadian Dam Association (CDA) are satisfied.
- (3) Assess the condition of the flow control equipment, its power supply, the stock of spare parts on hand, the availability of trades in the area, and provide an opinion as to the reliability of the flow control equipment and make recommendations for improvements.
- (4) Undertake a Public Safety Assessment to CDA guidelines to identify potential public safety hazards and make recommendations for improvements.
- (5) Update the existing hydraulic discharge table to account for the new sluice sizes.

**d) PROJECT 2 - DESIGN AND SUPERVISION OF A BRIDGE REHABILITATION PROJECT**

- i) **Scenario.**—PWGSC is planning a rehabilitation project of a two-lane bridge (one in each direction) that spans across the Ottawa River in Ottawa/Gatineau. The target start date for construction is 2019.

The bridge, built in 1930, is a single span steel truss bridge with concrete deck and a concrete sidewalk cantilevered on the west side. The superstructure is supported on reinforced concrete abutments, founded on shale. The last major rehabilitation was in 1975, which include some deck repairs, steel repairs and full recoating. A structural evaluation was completed in 2014.

The last inspection reports and structural evaluation recommended a seismic retrofit; replacement of the deck, guardrails and railings and repairs to the sidewalk; general strengthening of the deteriorated steel structure to meet loads as required by CHBDC; and replacement of bearings. The bridge has heritage value and has been designated as a National Historic Engineering Site by the Canadian Society of Civil Engineering.

The superstructure configuration consists a 60-metre long simple truss. The steel superstructure is mostly made of built-up sections made of plates, angles, and rivets. The superstructure is generally in Fair condition with a few members being in poor to inadequate condition.

The 2.0-metre wide sidewalk is in poor condition, with several areas of spalling and widespread map cracking on the majority of the soffit. The sidewalk is supported on stringers and cantilevered floor beams. It is expected that the repairs on the sidewalk will require its closure. The sidewalk is the busiest pedestrian crossing on the river in the region, with 2000 users per day. Other bridges are at minimum 2 km away.

The bridge deck, rated in inadequate condition, has reached the end of its service life. It is a two way reinforced concrete cast in place slab, protected by waterproofing, and asphalt, which sits on stringers and transverse floor beams, and is 11 metres wide between railings. The transverse floor beams are attached to the verticals of the trusses. The bridge cannot be completely closed to traffic during the project. The strip seal expansion joints leak and the ballast walls, built in 1930, are in inadequate condition.

The substructure is generally in good condition.

PWGSC will make available inspection reports, structural evaluation, and as-built drawings.

- ii) **Engineering Services Required.**—The services required would fall into RS1.2 Pre-Design Services through to RS1.7 Post Construction Warranty Review.



**e) PROJECT 3 - COMPREHENSIVE DETAILED INSPECTION & STRUCTURAL EVALUATION**

- i) **Scenario.**—A regulating dam, located in northern Ontario, built in 1940, consisting of a series of reinforced concrete piers and abutments, also carries vehicular traffic.

The traffic deck, built in 1975, consists of a two lane (one in each direction) simply-supported reinforced cast-in-place concrete deck supported on piers and abutments whilst the operating deck consists of precast concrete slabs. The bridge is triple load posted due to the deteriorated state of the traffic deck.

Previous inspections found significant deterioration of the concrete deck soffit and significant corrosion of the bottom steel reinforcement and the overall condition of the decks are rated Poor to Inadequate governed by deterioration and the load carrying capacity of the traffic deck structure. Further, it was found that the traffic deck lacked crash-tested traffic barriers. Some of the pave-over joints located over each pier, installed in 2011 during a membrane/pavement project, are leaking. Some of the deck neoprene bearing pads, installed in 1975, now show signs of movement. There is a reinforced concrete sidewalk on the downstream side of the dam, rated in *Poor* condition, due to similar deterioration as found on the traffic deck. There is no local detour for vehicles and pedestrians.

The last structural evaluation was completed in 2008 and its findings lead to the load posting.

The bridge is in the importance category of “major route bridge” as per the 2014 Canadian Highway Bridge Design Code, Section 4.

- ii) **Engineering Services Required:** All services required would fall into RS1.1 Pre-Design Services and RS1.2 Concept Design.
- (1) Perform “Comprehensive Detailed Inspections” of dam and bridge structures, being an in-depth, close-up, hands-on, examination of all components of bridge and dam for their functional and physical defects. The inspection will require the use of specialized access equipment. Inspect entire structure of bridge and dams, above and below water, including channel walls upstream and downstream for a minimum of 20 m. Assess degradation of structure, paying particular attention to the most critical load-carrying components of both the bridge and the dam.
  - (2) Assess the load-carrying capacity of the traffic bridge according to the procedures of the Canadian Highway Bridge Design Code, and confirm or revise the load restrictions thereupon.
  - (3) Assess the operations deck for the loads expected on it from the storage of stoplogs.
  - (4) Make recommendations for repair and rehabilitation of the structure complete with cost estimates. Note that the results of this study would be incorporated into a long-term capital plan for the facility and thus must be fully justified from a financial and risk-informed point of view, including possible impacts on stakeholders.

### SRE 3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
SRE 3.2.1 Management of Services	1.5	0 - 10	0 - 15
SRE 3.2.2 In-House Team Personnel Expertise and Experience	3.0	0 - 10	0 - 30
SRE 3.2.3 Firm's Past Experience	2.0	0 - 10	0 - 20
SRE 3.2.4 Hypothetical Projects	3.5	0 - 10	0 - 35
<b>Total</b>	<b>10.0</b>		<b>0 - 100</b>

- To be considered further, Proponents must achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.
- No further consideration will be given to Proponents not achieving the pass mark of fifty (50) points.

#### Generic Evaluation Table

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

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses

	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

#### SRE 4 PRICE OF SERVICES

1. All price proposal envelopes corresponding to responsive proposals that have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. An average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened.
2. All price proposals that are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.
3. The remaining price proposals are rated as follows:
  - a. The lowest price proposal receives a Price Rating of 100
  - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of zero.
  - c. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.
4. The Price Rating is multiplied by the applicable percentage to establish the Price Score.

**SRE 5 TOTAL SCORE**

1. Total Scores will be established in accordance with the following:

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

2. The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price).
3. The Proponents submitting the highest ranked proposals will be recommended for issuance of a Standing Offer.
4. In the case of a tie, the Proponent submitting the lower price for the services will be selected.
5. The Crown reserves the right to issue up to five (5) Standing Offers.

**SRE 6 SUBMISSION REQUIREMENTS – CHECKLIST**

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

Please follow detailed instructions “Submission of Proposals,” General Instructions (GI 10).

- ☐ Declaration / Certification Form - completed and signed form(s) provided in Appendix A
- ☐ Proposal - 1 signed original + 3 copies
- ☐ Front page of Request for Standing Offer - completed and signed
- ☐ Front page of Revision(s) to a Request for Standing Offer - completed and signed
- ☐ Consultant Team Identification Format (Appendix B)
- ☐ Integrity Provisions
- ☐ Client Reference Form (Appendix D)
- ☐ Price Proposal form (Appendix C) - one (1) completed, signed and submitted **in a separate envelope**

## **APPENDIX A**

### **Declaration/Certifications Form**

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

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**Name of Proponent:**

**Street Address:**

**Mailing Address** (if different than street address)

**City:**

**City:**

**Prov./Terr./State:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(    )

**Fax Number:**    (    )

**E-Mail:**

**Procurement Business Number:**

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**Type of Organization**

**Size of Organization**

\_\_\_ Sole Proprietorship

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

\_\_\_ Partnership

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

\_\_\_ Corporation

Prof. Engineers:  
Other Professionals \_\_\_\_\_

\_\_\_ Joint Venture

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)

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

### Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

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

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

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



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

**Work Force Adjustment Directive**

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

If so, the Proponent must provide the following information:

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

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

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

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**Name of Proponent:**

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**This Declaration forms part of the offer.**

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. Should a verification by Canada disclose untrue statements, Canada shall have the right to treat any standing offer resulting from this solicitation as being in default and to terminate it accordingly.

**DECLARATION:**

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

**Name (print):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Telephone Number:** (    ) \_\_\_\_\_

**Fax Number:**            (    ) \_\_\_\_\_

**E-mail:** \_\_\_\_\_

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

During proposal evaluation period, PWGSC contact will be with the above named person.

This Appendix A should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

**Appendix B – Team Identification Format**

For details on this format, please see Submission Requirements and Evaluation (SRE) in the Request for Standing Offer.

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

If the Proponent is licensed to practise in only one of the two provinces then that 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 provincial licensing requirements.

**I. Prime Consultant (Proponent – Structural engineers, specializing in concrete dams and bridges:**

Firm or Joint Venture Name:

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.....  
.....

Key Individuals and provincial professional licensing status and/or professional Accreditation:

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**II. Key Sub Consultants / Specialists:**

**Civil Engineer (Hydrology, Hydraulics, water management, dam safety and emergency preparedness planning Specialists)**

Firm Name:

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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**Heavy Mechanical Engineer**

Firm Name:

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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**Transportation Engineer**

Firm Name:

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Key Individuals and provincial professional licensing status and/or professional accreditation:

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## APPENDIX C - PRICE PROPOSAL

### INSTRUCTIONS

1. Complete price offer form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Offer Form" typed on the outside.
2. Price offers are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly 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 Proponent shall provide a single fixed hourly all inclusive rate for each category of personnel.
  - a. Fixed hourly all inclusive rate for each category of personnel provided by the offeror will be used for years 1 and 2 of the Standing Offer.
  - b. The Standing Offer rates for years 3 and 4 will be determined by using the rates provided for years 1 and 2 adjusted by a percentage increase of 2%
  - c. The Standing Offer rates for year 5 will be determined by using the rates provided for year 3 and 4 adjusted by a percentage increase of 2%
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of Parliament Hill are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Training: Firms are advised that all training time is to be calculated as an integral part of the hourly all inclusive rates, for all training provided by PWGSC.
8. Fixed hourly all inclusive rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

**In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure the fairness of the Offers.**

## APPENDIX C – PRICE PROPOSAL

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

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

The rates provided for these Category of Personnel must be in accordance with the definition provided in PA 1.1.2.2 (4) Project Team.

Category of Personnel	Rate Weighting Factors	Fixed Hourly Rates Years (All Inclusive)	Total
	(A)	(B)	= (AXB)
Principal or Partner	5	\$ _____	\$ _____
Senior Engineer	15	\$ _____	\$ _____
Intermediate Engineer	20	\$ _____	\$ _____
Junior Engineer	15	\$ _____	\$ _____
Senior Technologist	20	\$ _____	\$ _____
Intermediate Technologist	15	\$ _____	\$ _____
Junior Technologist	10	\$ _____	\$ _____
TOTAL AMOUNT FOR EVALUATION PURPOSES			\$ _____

**Signature of Consultant or Joint Venture Consultants**

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

**END OF PRICE OFFER FORM**

## **APPENDIX D**

### **Client Reference Form for Representative Projects**



**APPENDIX D (1 page of 2)**

(to be completed, signed and submitted with proposal)

Note: Section A can be completed by the Proponent or the Proponent's client.

Section B must only be completed by the Proponent's client.

**CLIENT REFERENCE FORM FOR REPRESENTATIVE BRIDGE PROJECT**

The project that is presented by the Proponent shall demonstrate the following requirements:

**Section A**

This hereby confirms that the following Consulting Firm _____,	
executed the services for the following bridge project _____.	
Project Location: _____.	
Project's Scope of Work: _____	
_____	
_____	
Consulting Firm's Services related to the Project:	
_____	
_____	
_____	
Consulting Firm's Initial Contract Value (ex. tax)	Consulting Firm's Contract Value (ex. tax) at substantial performance* (as defined by G11)
_____	_____
Explain any variance between Consulting Firm's initial contract value and contract value at substantial performance:	
_____	
_____	
Initial Construction Contract Value (ex. tax)	Construction Contract Value (ex. tax) at substantial performance* (as defined by G11)
_____	_____
Explain any variance between the Construction's initial contract value and at substantial performance:	
_____	
_____	

**Section B**

I hereby certify the information provided in Section A to be true and factual to the best of my knowledge.		
Client Name _____	Title _____	Signature _____
Company Name _____	Telephone _____	Date _____

**APPENDIX D (2 page of 2)**

(to be completed, signed and submitted with proposal)

Note: Section A can be completed by the Proponent or the Proponent's client.

Section B must only be completed by the Proponent's client.

**CLIENT REFERENCE FORM FOR REPRESENTATIVE CONCRETE DAM PROJECT**

The project that is presented by the Proponent shall demonstrate the following requirements:

**Section A**

This hereby confirms that the following Consulting Firm _____,	
executed the services for the following bridge project _____.	
Project Location: _____.	
Project's Scope of Work: _____	
_____	
_____	
Consulting Firm's Services related to the Project:	
_____	
_____	
_____	
Consulting Firm's Initial Contract Value (ex. tax)	Consulting Firm's Contract Value (ex. tax) at substantial performance* (as defined by G11)
_____	_____
Explain any variance between Consulting Firm's initial contract value and contract value at substantial performance:	
_____	
_____	
Initial Construction Contract Value (ex. tax)	Construction Contract Value (ex. tax) at substantial performance* (as defined by G11)
_____	_____
Explain any variance between the Construction's initial contract value and at substantial performance:	
_____	
_____	

**Section B**

I hereby certify the information provided in Section A to be true and factual to the best of my knowledge.		
Client Name _____	Title _____	Signature _____
Company Name _____	Telephone _____	Date _____

## **APPENDIX E**

### **Doing Business with National Capital Area**



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

## Doing Business with PWGSC

### Documentation and Deliverables Manual



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## Contents

1	General .....	1
1.1	Effective Date .....	1
1.2	Authority .....	1
1.3	Purpose .....	1
1.4	Scope .....	1
1.5	Harmonization with Terms of Reference .....	1
1.6	Departmental Name Change .....	1
1.7	Terminology .....	1
1.8	Definitions .....	2
2	Construction Documents .....	3
2.1	General .....	3
2.2	Drawings .....	4
2.3	Building Information Modelling (BIM) .....	6
2.4	Specifications .....	6
2.5	Addenda .....	10
3	Cost Estimates .....	12
3.1	Cost Estimates Submission Formats .....	12
3.2	Classes of Cost Estimates for Construction Projects .....	12
4	Project Schedules .....	14
4.1	Schedule Format .....	14
4.2	Progress Report .....	14
Appendix A	Checklist for the Submission of Construction Documents .....	17
Appendix B	Drawings and Specifications Table of Contents Template .....	22
Appendix C	Addenda Formatting Template .....	23
Appendix D	Directory Structure and Naming Convention Standards for Construction Tender Documents .....	24

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## Revisions

Version	Date	Description
0.1	August 14 2017	Draft version for consultation.
1.0	January 12, 2018	Original Issuance

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# **1 General**

## **1.1 Effective Date**

January 12, 2017

## **1.2 Authority**

This manual is issued by the authority of the Director General, Technical Services, Real Property Branch (RPB), Public Works and Government Services Canada (PWGSC).

## **1.3 Purpose**

This document provides architectural and engineering (A&E) consultants with the requirements for producing deliverables for PWGSC projects in order to ensure a well-documented design process, and facilitate review by PWGSC staff.

## **1.4 Scope**

This document shall apply to design-bid-build projects undertaken by PWGSC on its own behalf as well as for other government departments (OGDs). It is applicable to all regions of PWGSC and can be supplemented with regional addendum.

## **1.5 Harmonization with Terms of Reference**

This document shall be used in conjunction with the project's Project Brief / Terms of Reference (TOR). In case of a conflict between documents, the requirements of the TOR prevail over those of this document.

## **1.6 Departmental Name Change**

In the fall of 2015, Public Works and Government Services Canada (PWGSC) was renamed Public Services and Procurement Canada (PSPC).

This name change is occurring in a phased approach, and for most documents PSPC should be used. However, all contract documents shall use the legal name Public Works and Government Services Canada (PWGSC) until the name has been changed in legislation.

## **1.7 Terminology**

This document utilizes the following terminology:

- “shall” is used to express a requirement, a provision the Consultant is obligated to meet;
- “should” is used to express a recommendation; and
- “may” is used to express an option or that which is permissible within the limits of this document.

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## 1.8 Definitions

**Addenda:** Changes to the construction documents or tendering procedures, issued during the tendering process.

**Construction Documents:** The drawings and specifications (including addenda).

**Drawings:** The graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.

**Reports:** Written account given of a particular matter after thorough investigation or consideration prepared by the Consultant.

**Specifications:** Written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.



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## 2 Construction Documents

### 2.1 General

This section provides direction to Consultant firms on the preparation of construction documents (namely specifications and drawings) to be submitted to PWGSC for real property projects across Canada.

Specifications, drawings, and addenda shall be complete and clear so that contractors can prepare bids without guesswork.

#### 2.1.1 Principles of PWGSC Contract Documents

Contact documents shall be prepared based on common public procurement principles. PWGSC does not use Canadian Construction Documents Committee (CCDC) documents.

PWGSC is responsible for preparing and issuing the construction contract and the terms and conditions as well as all other related bidding and contractual documents. For detailed information, the standard acquisition clauses and conditions commonly used by PWGSC in the contracting process are available on the [buyandsell.gc.ca](http://buyandsell.gc.ca) website.

#### 2.1.2 Translation

When bilingual documents are required in the Terms of Reference, all documentation including drawings, specifications, reports as well as all bidder questions shall be in both official languages.

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

#### 2.1.3 Construction Documents Definitions

Unless otherwise indicated in the Project Brief / Terms of Reference, construction document submissions (33%, 50 or 66%, 99%, and 100% / final) shall meet the definitions outlined below. Further discipline based requirements may be included in the TOR.

- 33%: shall demonstrate general intent of design and compliance and alignment with relevant standards. Summary specification required, but not a full specification.
- 50% or 66%: shall show full system, all components, requirements, and lack only minor details on drawings. Specifications shall be well advanced and contain major work and material requirements and lack only minor details.
- 99%: shall be for final review by PWGSC, lacking no detail and complete with a project specific specification.
- 100% (or final): shall address comments by PWGSC as required, signed and sealed by the responsible design professional in compliance with various provincial jurisdiction requirements, ready for tender.

#### 2.1.4 Quality Assurance

It is the sole responsibility of the Consultant firms to undertake their own quality control process and to review, correct, and coordinate their documents (between disciplines). The Consultant shall also ensure the constructability of their design.

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### 2.1.5 Quality Assurance Deliverables

For every construction document submission (33 %, 50 % or 66 %, 99 % and 100 %), the Consultant shall provide:

- a completed and signed Checklist for the Submission of Construction Documents (see Appendix A); and
- an index as per Appendix B.

### 2.1.6 Terminology & Quantities

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

Notations such as “verify on site,” “as instructed,” “to match existing,” “example,” “equal to,” “equivalent to,” and “to be determined on site by Departmental Representative” shall not be indicated in specifications nor in drawings, as such wording promotes inaccurate and inflated bids.

Construction documents shall permit bidders to bid accurately. If a precise quantity is impossible to identify (e.g. cracks to be repaired), then provide an estimated quantity for bidding purposes (to be used in conjunction with unit prices). Ensure that the terminology used throughout construction documents is consistent and does not contradict applicable codes and standards.

### 2.1.7 Units of Measure

All units of measure within drawings and specifications shall be based on the International System of Units (SI).

## 2.2 Drawings

### 2.2.1 General

Drawings shall be prepared in accordance with the [PWGSC National CADD Standard](#) and the Canadian Standards Association CSA B78.5-93: *Computer-Aided Design Drafting (Buildings)*. Drawing shall also meet the following criteria:

- dimensions shall be in metric only (no dual dimensioning);
- no trade names present on any drawings; and
- no specification-type notes are on any drawing.

### 2.2.2 Information to be Included

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

### 2.2.3 Title Blocks and Revision Notes

PWGSC title block shall be used for drawings and sketches (including addenda).

The percent of drawing completion should be included in the revision notes. Revision notes shall be inputted during design development, but cleared for 100% complete drawing (ready for tender).

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## 2.2.4 Drawing Numbers

Drawings should be numbered in sets according to the type of drawing and the discipline involved as indicated in the following table. The requirements of the *PWGSC National CADD Standard* supersede these requirements, where warranted.

Discipline	Drawing
Demolition	D01, D02, etc.
Architecture	A01, A02, etc.
Civil	C01, C02, etc.
Landscaping	L01, L02, etc.
Mechanical	M01, M02, etc.
Electrical	E01, E02, etc.
Structural	S01, S02, etc.
Interior Design	ID01, ID02, etc.

## 2.2.5 Presentation Requirements

Present the drawings in sets, providing the applicable demolition, site plan, civil, landscaping, architecture, structural, mechanical, and electrical drawings in that order. All drawings should be of uniform standard size.

## 2.2.6 Legends

Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings, or in the case of large sets of drawings, provided the legend immediately after the title sheet and index sheets.

## 2.2.7 Schedules and Tables

Where schedules or tables occupy entire sheets, locate them at the back of each set of drawings for convenient reference.

## 2.2.8 North Arrow

Include a north arrow on all plans. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.

## 2.2.9 Drawing Symbols

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

## 2.2.10 As-Built Drawings

As-built drawings are official record drawings and shall represent as constructed conditions including location and size of equipment, devices, plumbing lines, mechanical and electrical equipment, structural elements etc. As-built drawings shall be updated in CAD, handwritten notes are not acceptable.

## 2.2.11 Submission Format

Unless otherwise stated in the Terms of Reference, drawing submissions shall be in electronic and hard copy format.

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### 2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

- printed to scale with black lines on white paper;
- bound with staple or other means into sets, where presentations exceed 50 sheets, the drawings for each discipline may be bound separately for convenience and ease of handling; and
- of a paper size as agreed to with the Departmental Representative.

### 2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

- without password protection or printing restrictions;
- in two formats:
  - PDF/E-1 (in compliance with ISO 24517-1);
  - .dwg format; and
- in accordance with Appendix D.

## 2.3 Building Information Modelling (BIM)

PWGSC is committed to using non-proprietary or “OpenBIM” standards. As such, the Consultant is not required to use any specific proprietary software format. For the sake of legacy information quality, the Consultant shall use the international standards of interoperability for BIM (IFC) in all cases where models are submitted. Consultants shall work with software that is compliant to this standard.

Where used, BIM shall not replace the submission requirements outlined by this document. Rather, consultants shall submit models in addition requirements outlined herein.

Where BIM is used, models and modelled information shall be submitted in the following two formats:

- .native (whichever format is native to the Modelling software used by the Consultant);
- .ifc (Industry Foundation Classification – IFC4 – [ISO 16739:2013](#)); and

All Modelled Information, and Model Information Exchanges shall conform to:

- Project-specific requirements, such as they are laid out in the Project Execution Plan, Project Documentation and Model Element Table; and
- The project-identified BIM Standards & Guidelines.

Models for electronic submissions shall be organized as per Appendix D.

## 2.4 Specifications

### 2.4.1 National Master Specification

Specifications prepared for PWGSC shall follow the most current version of the [National Master Specification \(NMS\)](#) format offered by the National Research Council.

The Consultant has overriding responsibility for the content of construction project specifications. For each specification, he or she shall edit, amend, and supplement the NMS template as deemed necessary to produce an appropriate project specification free of conflict and ambiguity. The Consultant should refer to the latest *NMS User's Guide* and *NMS Development Guide* issued by the National Research Council for further guidance on using the NMS.

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## 2.4.2 Index

Specifications shall include an index which list all specification sections, including numbers of pages, as well as the division and section names in the format shown in Appendix B.

## 2.4.3 Specification Organization

Narrow scope sections describing single units of work should be used for complex work. Broad scope sections may be used for less complex work. The Consultant shall use consistently for the entire specification either the NMS 1/3 page format, the NMS 2/3-page format or the Construction Specifications Canada (CSC) full-page format.

Start each section on a new right hand page and show the PWGSC project number, NMS section title, NMS section number, page number, and specification date on each page. The project title, and Consultant's name are not to be indicated.

## 2.4.4 Standards

Code and standard references in the NMS may not be up to date, the Consultant shall ensure that the project specification use the current applicable edition of all references quoted.

## 2.4.5 Specifying Materials

Specifications should make use of generic names in referencing construction materials. The Consultant should refer to the latest version of the *NMS Development Guide* issued by the National Research Council for further details. The term "Acceptable Manufacturers" shall not be used, as this restricts competition and does not ensure the actual material or product will be acceptable.

### 2.4.5.1 Alternate Products and Materials

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

### 2.4.5.2 Sole Sourcing

Sole sourcing of materials and/or work is only allowed in exceptional and justifiable circumstances. Prior to including sole source materials and/or work, the Consultant shall contact the Departmental Representative to obtain approval for the sole sourcing. Consultants shall provide proper justification for all individual sole source requirements.

Sole sourcing for materials and work may be required when performing work on existing proprietary systems, such as fire alarm systems, building automation systems (BAS) etc.

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

Designated Contractor

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

Wording for the sole source of building automation system should be in Part 1 as follows:

Designated Contractor

- .1 Retain the services of [\_\_\_\_\_] or its authorized representative to complete the work of all building automation system sections.

Wording for the sole source of building automation system should be in Part 2 as follows:

## Materials

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

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

### Acceptable Materials

- .1 The only acceptable materials are [\_\_\_\_\_].

## 2.4.6 Measurement for Payment

The measurement for payment shall be provided in lump sum or unit prices.

### 2.4.6.1 Unit Prices

Unit prices should only be used in instances where the quantity can only be roughly estimated (e.g. earth work). The approval of the Departmental Representative shall be sought in advance of their use. In each applicable NMS section where unit prices are used, add new or replace paragraph title “Measurement for Payment” with “Unit Prices.” and use the following wording:

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

Provide a unit price table, sample shown below, to designate the work to which a unit price arrangement applies. The table shall include:

- the price per unit and the estimated total price for each item listed;
- a complete description of each type of work covered; and
- items as described in the referenced specification section.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST / HST extra
TOTAL ESTIMATED AMOUNT						

## 2.4.7 Cash Allowances

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

To include cash allowances, obtain approval from the Departmental Representative in advance, and use Section 01 21 00 – Allowances of the NMS to specify the criteria.

## 2.4.8 Warranties

The 12-month warranty period specified in PWGSC’s standard acquisition clauses and conditions with regard to the contract should typically be retained as is. Extended warranties should only be used where experience has shown that serious defects are likely to appear after expiry of the standard one-year warranty period. When necessary to extend beyond the 12 month warranty period,

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use the following wording in Part 1 of the applicable technical sections, under the heading “Extended Warranty”:

For the work of this Section [\_\_\_\_], the 12 month warranty period is extended to [\_\_\_\_] months.

Where the extended warranty is intended to apply to a particular part of a specification section, modify the previous text as follows:

For [\_\_\_\_], the 12 month warranty period is extended to [\_\_\_\_] months.

## **2.4.9 Miscellaneous Requirements**

Paragraphs noted as “Scope of Work” shall not be included. Within Part 1 – General of specifications, the paragraphs “Summary” and “Section Includes” shall not be utilized.

## **2.4.10 Specification Coordination**

All sections of the specifications shall be coordinated, including the “Related Sections” portion of specifications and appendices. References to non-existent sections shall not be present within the specifications.

## **2.4.11 Regional Guide**

The Consultant should contact the Departmental Representative to obtain the region’s requirements for Division 01 (General Requirements) or other short-form specifications as appropriate.

## **2.4.12 Health and Safety**

All project specifications are required to include Section 01 35 29 – Health and Safety Requirements. Confirm with the Departmental Representative to determine if there are any instructions to meet regional requirements.

## **2.4.13 Subsurface Investigation Reports**

If required, subsurface investigation report(s) shall be included after Section 31, and the following paragraph added to Section 31:

Subsurface Investigation Report(s)

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

If the Departmental Representative determines that it is not practical to include the subsurface investigation report(s), alternate instructions will be provided.

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

In addition to providing the subsurface investigation report(s), the foundation information required by the current *National Building Code of Canada* (Division C, Part 2, 2.2.4.6) shall be included on foundation drawings.

## **2.4.14 Prequalification and Pre-Award Submissions**

Do not include in the specifications any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a



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prequalification process or a pre-award submission is required, contact the Departmental Representative.

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

#### **2.4.15 Contracting Issues**

Specifications describe the workmanship and quality of the work and shall not contain any contracting issues. Division 00 of the NMS is not used by PWGSC, except for the Seals page 00 01 07 and the Table of Contents 00 01 10. In specifications, remove all references to the following:

- general instructions to bidders;
- general conditions;
- Canadian Construction Documents Committee (CCDC) documents;
- priority of documents;
- security clauses and clearances;
- terms of payment or holdback;
- the tendering process;
- bonding requirements;
- insurance requirements;
- alternative and separate pricing;
- site visits (mandatory or optional); and
- the release of lien and deficiency holdbacks.

#### **2.4.16 Specification Submission Format**

Unless otherwise stated in the Terms of Reference, specification submissions shall be in electronic and hard copy format.

##### **2.4.16.1 Specification Hard Copy Deliverable Format**

Specifications submitted in hard copy shall be printed on both sides of 216 mm x 280 mm white bond paper.

##### **2.4.16.2 Specification Electronic Copy Deliverable Format**

Specifications submitted electronically shall be:

- provided in PDF/A (in compliance with ISO 19005) format, without password protection and printing restrictions; and
- in accordance with Appendix D.

### **2.5 Addenda**

#### **2.5.1 Format**

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

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

No Consultant information (name, address, phone #, Consultant project #, etc.) should appear in addenda or their attachments (except on sketches).



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### **2.5.2 Content**

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

Where there are many or major changes to a section or drawing, consider deleting the entire section or drawing and replacing it with a new version.

---

## 3 Cost Estimates

### 3.1 Cost Estimates Submission Formats

#### 3.1.1 Format

Construction cost estimates for projects shall be prepared in the elemental analysis format, which is in accordance with the latest edition issued by the Canadian Institute of Quantity Surveyors (CIQS) for all PWGSC regions excluding Quebec. Within Quebec region the cost estimates shall be prepared in the Unifomat II format.

#### 3.1.2 Contents

All cost estimates shall contain the following:

- introduction narrative complete with an outline description of the cost estimate basis;
- description of information obtained and used in the cost estimate including the date received;
- listing of notable inclusions;
- listing of notable exclusions;
- listing of items/issues carrying significant risk;
- summary of the itemized cost estimate;
- itemized breakdown of cost estimate by elemental analysis for Class B, C, and D; and
- itemized breakdown of costs estimate in both elemental analysis and National Master Specification division format for Class A, including measured quantities, unit rate pricings and amounts for each item of work.

Allowances, if deemed necessary by Consultant, shall contain the following:

- design allowance to cover unforeseen items during design phase;
- escalation allowance for changes in market conditions between the date of the cost estimate and the date tender is called;
- construction allowance to cover unforeseen items during construction; and
- the basis of calculations of the above allowances.

### 3.2 Classes of Cost Estimates for Construction Projects

PWGSC applies a detailed, four-level classification using the terms Class A, B, C and D. Apply these estimate classifications at the project stages as defined in the TOR. For projects required to be submitted to Treasury Board (TB) for approval: an indicative estimate shall be at least a Class D and a Substantive Estimate shall be at least a Class B.

#### 3.2.1 Class D (Indicative) Estimate

Based upon a comprehensive statement of requirements, an outline of potential solutions and/or functional program, this estimate is to provide an indication of the final project cost that will enable ranking to be made for all the options being considered. This cost estimate shall be prepared in elemental analysis format. The level of accuracy of a Class D cost estimate shall be such that no more than a 20% design allowance is required.

#### 3.2.2 Class C Estimate

Based on schematic/conceptual design and/or comprehensive list of project requirements, this estimate shall be adequately detailed and shall be sufficient for making the correct investment decision. This cost estimate shall be based on measured quantities of all items of work and prepared

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in elemental analysis format. The level of accuracy of a Class C cost estimate shall be such that no more than a 15% design allowance is required.

### **3.2.3 Class B (Substantive) Estimate**

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 shall provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.

This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class B cost estimate shall be such that no more than a 10% design allowance is required.

### **3.2.4 Class A (Pre-Tender) Estimate**

Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate shall be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender submission. This cost estimate shall be based on fully measured quantities of all items of work and prepared in both elemental analysis and Trade division format as per MasterFormat™. The level of accuracy of a Class A cost estimate shall be such that no more than a 5% design allowance is required.

---

## 4 Project Schedules

### 4.1 Schedule Format

Project schedules shall be submitted in the .mpp file extension (compatible with MS Project). The schedule shall include:

- major and minor milestones;
- activities representing discrete elements of work assigned to one person which:
  - are named using verb-noun combination (i.e. Review Design Development Report);
  - contain realistic durations in days;
- project logic linking activities with appropriate relationships finish-start (FS), finish-finish (FF), start-start (SS); and
- Identification of the critical path activities.

### 4.2 Progress Report

The progress report shall detail the progress of each activity up to the date of the report. It shall also include any logic changes made, both historic and planned; projections of progress and completion; as well as the actual start and finish dates of all activities being monitored.

The contents of each progress report will vary depending on the requirements at each project phase. A progress report should include:

- an executive summary;
- a narrative report;
- a variance report;
- a criticality report;
- an exception report (as required);
- the master schedule with cash flow projections; and
- the detailed project schedule (network diagram or bar charts).

#### 4.2.1 Executive Summary

The executive summary should provide a synopsis of narrative, variance, criticality and exception report, and is not to exceed one page.

#### 4.2.2 Narrative Report

The project narrative shall detail the work performed to date, comparing work progress to planned, and presenting current forecasts. This report should summarize the progress to date, explaining current and possible deviations and delays and the required actions to resolve delays and problems with respect to the Detailed Schedule, and Critical Paths.

#### 4.2.3 Variance Report

The variance report, with supporting schedule documentation, should detail the work performed to date and compare work progress to work planned. It should summarize the progress to date and explain all causes of deviations and delays and the required actions to resolve delays and problems with respect to the detailed schedule and critical paths. The variance report shall be presented in the following format:

---

Paper size: Letter  
Paper format: Portrait  
Title format: Project Title, Report Type, Print Date, Data Date, Revision Block  
Body text: Narratives for each report to match other reports  
Columns: Activity ID, Activity Name, Planned Finish, Revised Finish, Variance, Activity % Complete

#### 4.2.4 Criticality Report

The criticality report identifies all activities and milestones with negative, zero, and up to five days' Total Float. It is used as a first sort for ready identification of the critical paths, or near-critical paths, through the entire project. The criticality report shall be presented in the following format:

Paper size: Letter  
Orientation: Portrait  
Title format: Project Title, Report Type, Print Date, Data Date, Revision Block  
Body text: Narratives for each report to match other reports  
Columns: Activity ID, Activity Name, Duration, Start, Finish, Activity % Complete, Total Float

#### 4.2.5 Exception Report

The exception report shall be provided when unforeseen or critical issues arise. The Consultant shall advise the Departmental Representative and submit the details and proposed solutions in the form of an exception report. The report shall include sufficient description and detail to clearly identify:

- scope changes, including identifying the nature, reason, and total impact of all identified and potential project scope changes affecting the project;
- delays and accelerations, including identifying the nature, reason, and total impact of all identified and potential duration variations; and
- options enabling a return to the project baseline, including Identifying the nature and potential effects of all proposed options for returning the project within the baselined duration.

The exception report shall be provided in the following format:

Paper size: Letter  
Orientation: Portrait  
Title format: Project Title, Report Type, Print Date, Data Date, Revision  
Body text: Narrative to match other reports

Paper size: Letter  
Orientation: Landscape  
Title format: Project Title, Report Type, Print Date, Data Date, Revision  
Columns: Activity ID, Activity Name, Duration, Remaining Duration, Start, Finish, Total Float

---

#### **4.2.6 Master Schedule**

A master schedule including cash projection shall be provided in the following format:

Paper size: 11X17  
Orientation: Landscape  
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish,  
Total Float  
Footer format: Project Title, Report Type, Print Date, Data Date, Revision Block  
Sorting: Early Start, then Early Finish, then Activity ID based on the WBS.

#### **4.2.7 Detailed Project Schedule**

A detailed project schedule shall be provided along with a network diagram or bar charts in the following format:

Paper size: 11X17  
Orientation: Landscape  
Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish,  
Total Float  
Footer format: Project Title, Report Type, Print Date, Data Date, Revision Block  
Sorting: Early Start, then Early Finish, then Activity ID based on the WBS.

## Appendix A Checklist for the Submission of Construction Documents

Date:	
Project Title:	Project Location:
Project Number:	Contract Number:
Consultant's Name:	PWGSC Departmental Representative
Review Stage (stages may vary at discretion of project team): 33% <input type="checkbox"/> 50% or 66% <input type="checkbox"/> 99% <input type="checkbox"/> 100% <input type="checkbox"/>	

Drawings\Design			
Item	Verified by	Explanations	Action By
<b>1 Index</b>			
<b>1a</b> The index shows a complete listing of drawing titles and numbers.			
<b>2 Title Blocks</b>			
<b>2a</b> The title block is as per the <i>PWGSC National CADD Standard</i> .			
<b>3 Units</b>			
<b>3a</b> All units of measure are metric.			
<b>4 Trade Names</b>			
<b>4a</b> Trade names are not used.			
<b>5 Specification Notes</b>			
<b>5a</b> There are no specification-type notes.			
<b>6 Terminology</b>			
<b>6a</b> The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."			
<b>6b</b> Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.			
<b>7 Information to be included</b>			
<b>7a</b> The project quantities, configurations, dimensions, and construction details are included.			
<b>7b</b> References to future work and elements not in the tender documents do not appear or are kept to an absolute minimum and clearly marked.			

<b>Drawings\Design</b>			
<b>Item</b>	<b>Verified by</b>	<b>Explanations</b>	<b>Action By</b>
<b>8 Quality Assurance</b>			
<b>8a</b> Coordination review of the design between various disciplines has been completed by the Consultant.			
<b>8b</b> Constructability review of design has been performed.			
<b>9 Signing and Sealing</b>			
<b>9a</b> Every final drawing bears the seal and signature of the responsible design professional in compliance with various provincial jurisdiction requirements.			



<b>Specifications</b>			
<b>Item</b>	<b>Verified by</b>	<b>Explanations</b>	<b>Action by</b>
<b>1 National Master Specification</b>			
<b>1a</b> The current edition of the National Master Specification (NMS) has been used.			
<b>1b</b> Sections have been included for all work identified on drawings and sections have been edited.			
<b>2 Index</b>			
<b>2a</b> The index shows a complete list of specifications sections with the correct number of pages.			
<b>3 Organization</b>			
<b>3a</b> Either the NMS 1/3- or 2/3-page format or the Construction Specifications Canada full-page format is used consistently for the entire specifications.			
<b>3b</b> Each section starts on a new page and the project number, section title, section number, page number and date is shown on each page.			
<b>3c</b> The Consultant's name is not indicated.			
<b>4 Terminology</b>			
<b>4a</b> The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."			
<b>4b</b> Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.			
<b>5 Dimensions</b>			
<b>5a</b> Dimensions are provided in metric only.			
<b>6 Standards</b>			
<b>6a</b> The current edition of all references quoted is used.			
<b>7 Specifications Materials</b>			
<b>7a</b> The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.			
<b>7b</b> Materials are specified using standards and performance criteria.			

<b>Specifications</b>			
<b>Item</b>	<b>Verified by</b>	<b>Explanations</b>	<b>Action by</b>
<b>7c</b> Non-restrictive, non-trade name “prescription” or “performance” specifications are used throughout.			
<b>7d</b> The term “Acceptable Manufacturers” is not used.			
<b>7e</b> No sole sourcing has been used.			
<b>7f</b> If sole sourcing has been used, the correct wording has been used and a justification, estimate, and specification have been provided to the Departmental Representative for the sole-sourced products.			
<b>8 Measurement for Payment</b>			
<b>8a</b> Unit prices are used only for work that is difficult to estimate.			
<b>9 Cash Allowances</b>			
<b>9a</b> No cash allowances have been used or if they have, approval from the Departmental Representative has been received.			
<b>10 Miscellaneous Requirements</b>			
<b>10a</b> No paragraphs noted as “Scope of Work” are included.			
<b>10b</b> In Part 1 - General of any section, the paragraphs “Summary” and “Section Includes” are not used.			
<b>11 Specification Coordination</b>			
<b>11a</b> The list of related sections and appendices are coordinated.			
<b>12 Health and Safety</b>			
<b>12a</b> Section 01 35 29.06 – Health and Safety Requirements is included.			
<b>13 Subsurface Investigation Reports</b>			
<b>13a</b> Subsurface investigation reports are included after Section 31.			
<b>14 Prequalifications</b>			
<b>14a</b> There are no mandatory contractor and/or subcontractor prequalification requirements or references to certificates, transcripts, licence numbers of a trade or subcontractor, or other such documentation or item included in the bid.			

<b>Specifications</b>			
<b>Item</b>	<b>Verified by</b>	<b>Explanations</b>	<b>Action by</b>
<b>15 Contracting Issues</b>			
<b>15a</b> Contracting issues do not appear in the specifications.			
<b>15b</b> Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).			
<b>16 Quality Assurance</b>			
<b>16a</b> There are no specification clauses with square brackets “[ ]” or lines “—” indicating that the document is incomplete or missing information.			
<b>17 Signing and Sealing</b>			
<b>17a</b> Every final specification bears the seal and signature of the responsible design professional as required. Seals and signatures shall be shown in NMS section 00 01 07.			

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

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

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

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

---

## Appendix B Drawings and Specifications Table of Contents Template

### B.1 General

List all drawings by number and title.

For specifications, list all divisions, sections (by number and title), and the number of pages in each section.

### B.2 Sample Table of Contents

---

**Project No:** \_\_\_\_\_ **Table of Contents** **Index**  
**Page 1 of** \_\_\_\_

---

#### DRAWINGS:

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

#### SPECIFICATIONS:

DIVISION	SECTION	NO. OF PAGES
01	01 00 10 – General Instructions	.....XX
	01 14 25 – Designated Substances Report	.....XX
	01 35 30 – Health and Safety	.....XX
23	23 xx xx	
26	26 xx xx	

---

## Appendix C Addenda Formatting Template

### C.1 Instructions

To re-issue a drawing with an addendum:

- indicate the drawing number and title; and
- list the changes or indicate the revision number and date.

To re-issue a specification with an addendum:

- indicate the section number and title; and
- list all changes (i.e. deletions, additions, and replacements) by article or paragraph.

The addendum, drawings and specifications should be sent as separate files.

### C.2 Sample Addendum

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

**Addendum Number:** \_\_\_\_\_

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

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

#### **DRAWINGS:**

- 1 A1 Architecture  
.1

#### **SPECIFICATIONS:**

- 1 Section 01 00 10 – General Instructions
  - .1 Delete article (xx) entirely.
  - .2 Refer to paragraph (xx.x),  
delete the following: ...  
and replace with the following: ...
- 2 Section 23 05 00 – Common Work Results - Mechanical
  - .1 Add new article (x) as follows:

---

## **Appendix D Directory Structure and Naming Convention Standards for Construction Tender Documents**

### **D.1 Electronic Submissions**

Electronic submittals of drawings, specification and models shall be in the following format unless otherwise specified in the Terms of Reference or instructed by the Departmental Representative:

- On media burned to read only memory (ROM) on either CD-ROM or DVD+R where:
  - CD-ROMs comply with ISO 9660:1988 standards;
  - DVD+Rs are 4.7 GB, single-sided, single-layer and comply with ISO/IEC 17344:2006 standards;
  - media is “closed” upon completion of burning; and
  - media is usable in such a way that files may be accessed and copied from it.

If BIM model size is greater than storage capacity of a DVD, refer to Terms of Reference or contact the Departmental Representative for transmission instructions.

Some projects may require the Consultant to upload files to an electronic system outlined in the Terms of Reference or as instructed by the Departmental Representative.

### **D.2 Directory Structure**

#### **D.2.1 1<sup>st</sup> Tier Subfolder**

The 1st tier of the directory structure shall be “Project #####” where ##### represents each digit of the Project Number. The Project Number must always be used to name the 1st tier folder and it is always required. Free text can be added following the Project Number, to include such things as a brief description or the project title.

#### **D.2.2 2<sup>nd</sup> Tier Subfolder**

The 2<sup>nd</sup> tier of the directory structure shall consist of: “Bilingual - Bilingue”, “English” and “Français” folders. The folders of the 2nd tier cannot be given any other names since the Government Electronic Tendering System (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 subfolders of the 3rd tier.

#### **D.2.3 3<sup>rd</sup> Tier Subfolder**

The 3<sup>rd</sup> tier of the directory structure shall consist of: “Drawings - Dessins”, “Drawings”, “Models”, “Specifications”, “Reports”, “Dessins”, “Modèles”, “Devis” and “Rapports”. The folders of the 3rd tier cannot be given any other names since GETS also uses these names for validation purposes. There must be always at least one of the applicable 3rd tier folder in each document.

#### **D.2.4 4<sup>th</sup> Tier Subfolder - Drawings**

The 4th-tier subfolders for Drawings should reflect the various disciplines of the set of drawings. Because the order of appearance of the subfolders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the subfolders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders. The first subfolder 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.

---

The 4<sup>th</sup> tier “Drawings” and “Dessins” folder shall follow the naming convention:

## - Y

Where:

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

Y = the title of the folder Example: 03 – Mechanical

For the “Drawings - Dessins” folder:

## = Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

The numbering of the 4<sup>th</sup> tier subfolders is for sorting purposes only and is not tied to a specific discipline. For example, “Architecture” could be numbered 05 for a project where there is four other disciplines before “Architecture” in the set of drawings or 01 in another project where it’s the first discipline appearing in the set.

The order of the drawings shall be the same as in the hard copy set. GETS will sort each drawing for both screen display and printing as per the following rules:

- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the subfolders 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-older will be printed in alphanumerical order before the drawings in the 02 sub- folder etc.);

Each drawing PDF file within each subfolder 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.).

#### **D.2.5 4<sup>th</sup>-Tier Subfolders for Specifications**

The “Specifications” and “Devis” folders must have 4<sup>th</sup> tier subfolders created to reflect the various elements of the specifications. Because the order of appearance of the subfolders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the subfolders in the “Specifications” and “Devis” folders.

The 4<sup>th</sup> tier subfolders for specifications must adhere to the following standard naming convention for the “Specifications” and “Devis” folders:

## - Y

Where:

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

Y = the title of the folder

Example:

---

## 02 – Divisions

Numbering of the 4th tier subfolders is for sorting purposes only and is not tied to an element of the specifications.

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

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



---

## D.2.6 Directory Structure Example

The following is an example of the directory structure for the tender document, refer to previous sections for requirements, and use only sections applicable to the given project:

```
Project #####
  Bilingual – Bilingue
    Drawings – Dessins
      01 - Drawing List – Liste des dessins
      02 – Demolition – Démolition
      03 – Architecture – Architectural
      04 – Civil – Civil
      05 – Landscaping - Aménagement paysager
      06 – Mechanical – Mécanique
      07 – Electrical – Électricité
      08 – Structural - Structural
      09 – Interior Design – Aménagement intérieur
  English
    Drawings
      01 - Drawing List
      02 – Demolition
      03 – Architecture
      04 – Civil
      05 – Landscaping
      06 – Mechanical
      07 – Electrical
      08 – Structural
      09 – Interior Design
    ...
    Models
    Specifications
      01 – Index
      02 – Divisions
      03 – Appendices
    Reports
  Français
    Dessins
    Modèles
    Devis
    Rapports
```

## D.3 Naming Convention for PDF Files

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

### D.3.1 Drawing File Names

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

X### - Y

Where:

- 
- X = the letter or letters from the drawing title block (“A” for Architecture or “ID” for Interior Design for example) associated with the discipline
- ### = the drawing number from the drawing title block (one to three digits)
- Y = the drawing name from the drawing title block (for bilingual drawings, the name in both English and French is to appear).

Example:

A001 - First Floor Details

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

The following important points about drawings are to be noted:

- The drawing PDF files within each subfolder are sorted alphanumerically for both displaying and printing. If there are more than 9 drawings in a particular discipline the numbering must use at least two numerical digits (i.e. A01 instead of A1) in order to avoid displaying drawing A10 between A1 and A2. The same rule applies when there are more than 99 drawings per discipline i.e. three digits instead of two must be used for the numbering (for example M003 instead of M03);
- If drawing PDF files are included in the “Bilingual - Bilingue” folder, these cannot be included as well in the “English” and/or “Français” folders;
- If drawings not associated with a particular discipline are not numbered (title page or list of drawings for example), these will be sorted alphabetically. While this does not represent a problem if there is only one drawing in the subfolder, 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.

### **D.3.2 Specifications**

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

### **D.3.3 Documents Other Than Specifications Divisions**

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

## - Y

Where:

## = Two digit number ranging from 01 to 99 with leading zeros required

Y = Name of the document

Example:

01 – Drawings and Specifications Index

---

### **D.3.4 Specifications Divisions**

The specifications divisions must be named as follows:

Division ## - Y

Where:

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

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

Example:

Division 05 – Metals

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

### **D.4 Media Label**

The CD-ROM or DVD+R shall be labeled with the following information:

Project Number / Numéro de projet

Project Title / Titre du projet

Documents for Tender / Documents pour appel d’offres

Disk X of/de X

Example:

Project 123456 / Projet 123456

Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d’offres

Disk 1 of/de 1