





REQUEST FOR STANDING OFFER

Mechanical and Electrical Engineering Services

Public Works and Government Services Canada (PWGSC)

Solicitation Date : October 24, 2019

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

REQUEST FOR STANDING OFFER (RFSO)
MECHANICAL AND ELECTRICAL ENGINEERING SERVICES

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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 C - 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)

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GENERAL INSTRUCTIONS TO PROPONENTS

Integrity Provisions – Proposal

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

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

GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

The team of consultants, specialists and 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.

"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.

"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.

"Substantial performance"

1. The Work shall be considered to have reached Substantial Performance when
 - a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
 - b) the Work is, in the opinion of Canada, 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 Electrical and Mechanical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for building projects in the National Capital Area (NCR).
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, each for a period of two (2) years from the date of issuing the Standing Offers. If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal by up to three (3) additional one (1) year periods under the same conditions and rates specified in the Standing Offer. The total dollar value of all Standing Offers is estimated to be \$15,000,000.00 (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), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the 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
L'Esplanade Laurier
4th Floor, East Tower
Ottawa, Ontario
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 Carl.Bergevin@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 two (2) 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 by up to three (3) additional one (1) year periods 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 29	Transition to an E-Procurement Solution (EPS)

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. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
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* shall, 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.
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, Canada and the *Consultant* may agree that the performance of the *Services* shall be continued by the *Consultant*, and the *Consultant* shall resume performance of the *Services*, subject only to such terms and conditions agreed upon by Canada and the *Consultant* in writing.

5. If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 Termination

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs provisions in TP 9 of clause 9998DA, Terms of Payment.

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

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

upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

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

GC 11 National or Departmental Security

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

GC 12 Rights to Intellectual Property

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

immediately, as soon as they come into existence, vest in and remain the property of the *Consultant*.

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

- (b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

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

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.

2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that 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 and 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 sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 Taxes

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

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

GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.

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

GC 24 Joint and Several Liability

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

GC 25 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 (https://www.international.gc.ca/world-monde/international_relations-relations_internationales/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.

GC 29 Transition to an E-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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* should be prepared to provide deliverables (such as reports, studies, investigations, etc.) in both of Canada's official languages. Instructions for these types of deliverables will be specified in the call-up/project's Terms of Reference (ToR).
6. 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.

SC 2 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

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. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:
 - (a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and
 - (b) those out-of-pocket costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the

Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.

4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and 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, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

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:
 - (a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - (b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).
2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and 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, the termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions.

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.

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APPENDIX A

Standing Offer Brief

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)

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1. STANDING OFFER BRIEF DOCUMENT OVERVIEW

This Standing Offer Brief Document provides details about the Standing Offer and the associated call-ups that may occur. More specifically:

- It lists the different services the Consultant will need to provide (Section 2);
- It provides descriptions for certain Standing Offer terminologies (Section 3);
- It details a series of Common Requirements and Principles that the Consultant must adhere to at all times when providing services (Sections 4 & 5);
- It provides details about the format and content required of the Consultant's deliverables (that are in addition to the requirements given in the Doing Business with PWGSC) (Section 6), and;
- It defines the scope of services (i.e., Required Services, and Additional Required Services) the Consultant must provide when requested as part of a call-up (Section 7, 8 & 9).

2. Standing Offer Services

In support of this Standing Offer, Consultants may be called upon to provide a range of mechanical and electrical engineering services for new construction projects, renovations and rehabilitations taking place in the PWGSC. These services include but are not limited to:

2.1.1. Design and Construction Administration services for mechanical and electrical systems located in spaces such as:

- General purpose office spaces;
- Special purpose office spaces;
- Office spaces for high-security or high technology clients;
- Communication equipment rooms and file storage rooms;
- Laboratory and other special purpose spaces for research and development activities;
- Conference centres and other public gathering spaces;
- Museums and other similar cultural spaces and monuments;
- Buildings with heritage designation;
- Warehouses and storage structures;
- Maintenance facilities and garages;
- Parking structures;
- Central heating and cooling plants.

2.1.2. Design and Construction Administration services for specific mechanical and electrical systems such as:

- Heating, ventilation, air conditioning and refrigeration systems (e.g. heat exchangers, boilers, air handling units, etc.);
- Plumbing systems (e.g. water heaters, circulator pumps, etc.);
- Sanitary and storm systems (e.g. drains, sumps, drainage piping, etc.);
- Filtration systems (e.g. air filters, water purifiers, etc.);
- Fire detection and alarm, fire protection, and life safety systems and components (e.g., fire pumps, sprinklers, fire alarms, standpipes, etc.);
- Control systems (e.g. building automation systems, Direct Digital Control and pneumatic components, etc.);
- Power distribution systems (e.g. switch gear, transformers, panels, cabling, generators, etc.);
- Lighting systems (e.g. fixtures, controls, etc.);
- Security systems (e.g. card readers, motion sensors, electromagnetic locks, etc.);
- Voice, data, and audiovisual systems (e.g. cabling, device outlets, etc.)

2.1.3. Generating reports detailing scope requirements such as:

- Feasibility studies and options analysis detailing solutions and recommendations for building system problems;
- Equipment life cycle and maintenance requirement evaluations;
- Electrical and mechanical load and capacity calculations;
- Environmental assessments including noise abatement and indoor air quality;
- Energy and utility modeling with conservation recommendations;
- Lighting distribution and illumination level studies;
- Standard operating procedures;
- Sequences of operation for building equipment.

3. STANDING OFFER SERVICE DEFINITIONS

This section provides descriptions for certain Standing Offer terminologies.

3.1. DEPARTMENTAL REPRESENTATIVE (DR)

A PWGSC (PSPC) Project Manager will be assigned to each call-up. The Project Manager will be the Departmental Representative unless otherwise indicated.

3.2. PERSONNEL CATEGORY LEVELS AND EXPERIENCE

The Personnel Category Levels and Experience for this Standing Offer are as follows:

3.2.1. Engineer

- Senior Engineer: is licensed as a professional, having a minimum of twelve (12) years' experience as a licensed professional engineer;
- Intermediate Engineer: is licensed as a professional having a minimum of five (5) years' experience as a licensed professional engineer;
- Junior Engineer: is licensed as a professional, having up to four (4) years' experience in engineering services.

3.2.2. Technologist/Designer

- Senior Technologist/Designer: having a minimum of twelve (12) years' experience as a Technologist/Designer;
- Intermediate Technologist/Designer: having a minimum of five (5) years' experience as a Technologist/Designer;
- Drafting Technician/Technologist/Designer: having a minimum of three (3) years' experience in drafting technical drawings.

The "years' experience" as noted above must be directly relatable to the Standing Offer Services listed in Section 2 to be fully recognized; any "years' experience" that are not directly relatable to the Standing Offer Services listed in section 2 must not be used for the purposes of setting an individual's Personnel Category Level.

(e.g., a mechanical engineer having twelve (12) years of experience with heavy machine design in industrial plants - *which is not directly relatable to the Standing Offer Services listed in Section 2*, but has (6) years of experience providing designs for general purpose office space - *which is directly relatable to the Standing Offer Services listed in Section 2* - would be considered an Intermediate Engineer for the purposes of this Standing Offer).

3.3. PROJECT RESPONSE TIME

Represents the time duration within which the Consultant is required to be personally available (including Sub-Consultants) to attend meetings and respond to inquiries; the response time must be within 24 hours of a Departmental Representative's request, and meeting to be in the locality of the place of service, or as requested by Departmental Representative.

4. COMMON REQUIREMENTS TO ALL CALL-UPS

When providing services, the Consultant must:

4.1. GENERAL

- 4.1.1. Adhere to all requirements given in the PWGSC document “Doing Business with PWGSC”.

4.2. SUBMISSIONS, REVIEWS AND APPROVALS

- 4.2.1. Submit deliverables and works in progress as required and when requested by the Departmental Representative for review and approval;
- 4.2.2. Respond in writing to any and all comments or feedback given, and address each item to the satisfaction of the Departmental Representative;
- 4.2.3. Resubmit reviewed work as many times as is required to address any noted deficiencies as deemed required by the Departmental Representative;
- 4.2.4. Do not proceed forward with any work under review until given written approval by the Departmental Representative.

4.3. SCOPE CHANGE MANAGEMENT

- 4.3.1. Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant must detail the extent and reasons for the changes and obtain written approval from Departmental Representative before proceeding.

4.4. COMMUNICATION

- 4.4.1. Correspond only with the Departmental Representative at the times and in the manner directed by the Departmental Representative;
- 4.4.2. Do not communicate with other stakeholders unless so authorized in writing by the Departmental Representative;
- 4.4.3. Do not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

4.5. MEETINGS (BI-WEEKLY)

- 4.5.1. Attend all meetings throughout the duration of the project unless otherwise directed by the Departmental Representative;
- 4.5.2. At all meetings, chair the proceedings, record the issues and decisions and prepare and distribute minutes within 48 hours.

4.6. SUB-CONSULTANTS

- 4.6.1. Co-ordinate and assume responsibility for the services of any Sub-Consultants and specialists retained by the Consultant;
- 4.6.2. Ensure Sub-Consultants provide required site inspection services and attend all required meetings;
- 4.6.3. Provide cost estimates by Professional Quantity Surveyors when requested or where required.

5. STANDING OFFER PRINCIPLES

When called upon to provide services the Consultant must adhere to the following principles at all times:

5.1. DESIGN

- 5.1.1. Maintain a high standard of design as based upon recognized design philosophies/principles;
- 5.1.2. Maintain consistency and co-ordination between all design elements of all disciplines;
- 5.1.3. Specify a quality of material and construction methods that are commensurate with industry standards, with the functional and operational nature of the facility, and with the project budget;
- 5.1.4. Design utilizing most recent versions of PWGSC standards , and technical references, to be obtained from Departmental Representative, which are to be used as the technical umbrella under which all project specific requirements are to be developed and addressed;
- 5.1.5. Select material and equipment that minimize life cycle costs;
- 5.1.6. Design for flexibility in the immediate and future use of the equipment and systems.

5.2. SUSTAINABLE DEVELOPMENT

- 5.2.1. Incorporate sustainable development principles, including PWGSC's sustainable development strategies into all design elements, such that the associated physical works can be constructed in a sustainable, environmentally responsible manner;
- 5.2.2. Where available, feasible, and meet the performance requirements :
 - Include water reduction and water treatment strategies (e.g., grey water systems, storm water retention, etc.);
 - Include energy saving design features and strategies (e.g., CO2 demand ventilation, occupancy sensors, etc.);
 - Specify products certified by the Environmental Choice (EcoLogo) program or other equivalent programs;
 - Specify products that eliminate hazardous materials in their content, manufacture, application, and use;
 - Specify products that make use of post-consumer recycled materials.

5.3. CODE COMPLIANCE

- 5.3.1. Adhere to the most recent versions of all applicable codes, regulations, by-laws and decisions of "authorities having jurisdiction";
- 5.3.2. Adhere to the most stringent codes, regulations, by-laws and decisions of "authorities having jurisdiction" where overlap occurs;
- 5.3.3. Where overlapping codes, regulations, by-laws and decisions of "authorities having jurisdiction" do not clearly have a more stringent requirement, use the requirement given in the federal version unless otherwise directed by the Departmental Representative.

5.4. QUALITY

- 5.4.1. Maintain a high quality of service by employing quality management practices, including the use of quality management plans, quality assurance and quality control processes and activities as directed by Departmental Representative;

- 5.4.2. Ensure all stakeholders are kept informed of and included in all quality management processes as directed by Departmental Representative.

5.5. BUDGET LIMITATIONS

- 5.5.1. Plan project to adhere to budget limitations with effective cost estimating and cost control. Provide cost estimating by a cost specialist. The Class A cost estimate must be submitted in trade cost breakdown format. Cost estimates must have a summary plus full back-up showing items of work, quantities, unit prices and amounts.

5.6. CLIENT OPERATIONS

- 5.6.1. Plan project to effectively minimize out of service time frame for Client operations and programs;
- 5.6.2. Plan design and delivery decisions to ensure the continuity of adjacent Client operations and programs.

5.7. HEALTH AND SAFETY

- 5.7.1. Ensure compliance with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations; as well as PWGSC departmental policy applicable as directed by Departmental Representative.

5.8. RISK MANAGEMENT

- 5.8.1. Apply risk management strategies to all of the services required for project delivery as outlined in the Required Services;
- 5.8.2. Identifying, monitoring and developing responses to risks throughout the project life cycle.

6. DELIVERABLES

When submitting deliverables, the Consultant must adhere to the Doing Business with PWGSC document and to the following:

6.1. DELIVERABLE FORMAT AND QUANTITY

- 6.1.1. Provide five (5) hard copies of all deliverables (including but not limited to summaries, reports, drawings, specifications, plans and schedules) and deliver them to the locations detailed by the Departmental Representative;
- 6.1.2. Provide an electronic copy of all deliverables (including but not limited to summaries, reports, drawings, specifications, plans and schedules) via e-mail to the Departmental Representative in the format set by the Departmental Representative (e.g., PDF). Where the electronic files cannot be e-mailed due to size restrictions, make the files available via FTP or other online document distribution medium for a minimum of fourteen (14) days. If e-mail, ftp or other online mediums cannot be used due to security, technical or other reasons, provide files saved in special encrypted USB keys supplied by Departmental Representative, and deliver them to the locations detailed by Departmental Representative.

6.2. CONSTRUCTION DOCUMENT

6.2.1. Definition

Construction Documents refers to engineering design drawings and the associated technical specifications.

6.2.2. Construction Document Submissions

The Consultant is required to submit Construction Documents at various stages of completion to the Departmental Representative for review. The Consultant is to allow the Departmental Representative a minimum of fourteen (14) working days (from date of receipt) to review each Construction Document submission unless otherwise determined by the Departmental Representative.

6.2.3. Percent Complete of Construction Documents

When submitting Construction Documents, the definitions listed below must apply. Construction Document submissions deemed not to meet these definitions by Departmental Representative will be returned as incomplete to the Consultant for resubmission.

- *33% Complete Construction Documents* outline the preliminary technical development of the project - with architectural and engineering plans that demonstrate the design intent;
- *66% Complete Construction Documents* outline substantial technical development of the project - well advanced architectural and engineering plans, details, schedules and specifications;
- *99% Complete Construction Documents* are ready for tender call and submission to local authorities for pre-permit purposes - these Construction Documents must incorporate all of the items listed in section 6.2.4;
- *100% Complete Construction Documents* incorporate all revisions required from the 99% version and are intended to provide PWGSC with complete construction documents for tender call.

6.2.4. 99% Complete and 100% Complete Construction Document Requirements

All 99% Complete and 100% Complete Construction Documents must incorporate advanced development of the following:

Mechanical Engineering Design Drawings:

- A title drawing, listing all mechanical drawings;
- A legend showing all symbols being used;
- Demolition drawings for systems and devices to be demolished; A Site Plan showing service entrances for steam, chilled water, water supply, sanitary and storm drains and connections to public utility services, including all key invert elevations;
- Drawings showing the sizing and physical dimensions of all equipment, ventilation, cooling and heating systems complete with their locations, layouts and hook-ups;
- Drawings of piping, showing routing and sizing of major lines and location of pumping and other equipment where required;
- Drawings of the fire protection systems showing all components;
- Riser/single line diagrams for all systems, including but not limited to HVAC, plumbing, fire protection and fuel or gas storage and fuel or gas distribution systems;
- Building Automation System (BAS) network architecture drawings, mechanical control schematics, and sequence of operation.

Electrical Engineering Design Drawings

- A title drawing, listing all electrical drawings;
- A legend showing all symbols being used;
- Demolition drawings for systems and devices to be demolished;
- Site Plan showing all related electrical services and systems;
- Single line diagram of the electrical power distribution circuits with their metering and protection, including: complete rating of equipment; ratios and connections of Current Transformer (CT's) and Power Transformer (PT's); description of relays when used; maximum short circuit levels on which design is based; identification and size of services and major branch circuits; feeder/ conduit size and number; connected load and estimated maximum demand on each load centre;
- Electrical plans with: room identification; connected loads/ devices, with circuit numbers at loads, outlets, devices and control switching identified;
- Electrical plans showing all conduit and wire sizes except for minimum sizes which should be given in the specification;
- Electrical plans showing Telephone & IT conduits system layout for ceiling/floor distribution;
- Electrical panel schedules with type, rating, location, source, mounting, and breaker sizes and loadings for each panel;
- Electrical data, including: total connected normal load; total connected emergency load; total connected UPS loads; capacity of base building emergency generator; sizing of standby load; short-circuit and coordination requirements with calculations showing the ratings of equipment used; complete rating of equipment; ratios and connections of Current Transformer (CT's) and Power Transformer (PT's); description of relays when used;
- Control diagrams for each system;
- Schedule for motors and controls;
- Complete lighting layout (identifying normal and emergency), and fixture schedule (including wattage, lumen, colour temperature, etc.) clearly indicating methods of circuiting, switching, fixture mounting and photometric calculations;
- Fire alarm and detection system layout;
- Riser diagrams for lighting, power and telecommunication cable systems, fire alarm and other systems;
- Electric heating layout and schedule;
- Security system layout;
- All other relevant electrical details.

Specifications

- In the National Master Specification format, latest edition;
- Contain all applicable specification sections.

6.2.5. 100% Complete Construction Document Requirements

- Incorporate the designated substance survey report (provided by PWGSC);
- Have a professional seal affixed (on both English and French versions).

6.3. TECHNICAL REPORTS

The Consultant may be required to provide a variety of different technical reports as part of a call-up. The content and formatting of the technical reports can vary depending on the associated project and Departmental Representative requirements. The detailed requirements for the most common reports (e.g., “Analysis of the Project Scope of Work Summary Report”, “Investigations Report” and the “Design Concept Report”) are given in the respective RS sections that follow (e.g., RS1: Analysis of the Project Scope of Work, RS2: Investigation and Report and RS3: Design Concept). Where detailed requirements are not provided in the RS sections or in the Terms of Reference (ToR) for a call-up, the Consultant is to ensure any and all submitted technical reports include the following:

- Title page;
- Table of contents;
- Executive Summary;
- Various sections comprising the main body of the report as appropriate (e.g., Site Findings, Analysis, etc.);
- Conclusions and/or Recommendations;
- References;
- Appendices.

6.4. COST ESTIMATES

6.4.1. Provide estimates in elemental cost analysis format as defined by the Canadian Institute of Quantity Surveyors;

6.4.2. Fully substantiate all cost estimates by showing items of work, quantities, unit prices and amounts;

6.5. PROJECT SCHEDULES

6.5.1. Provide schedules in Gantt format complete with work breakdown structures, milestones, equipment delivery dates, etc., as directed by Departmental Representative.

7. TYPES OF REQUIRED SERVICES

Required Services refers to the scope of services a Consultant is to provide for a call-up.

This Standing Offer has two (2) types of Required Services:

7.1. TYPICAL REQUIRED SERVICES

Required Services are typical to most call-ups. These services are listed in every Terms of Reference (ToR) as being specifically “Required” or “Not Required”. These services include:

- RS1: Analysis of the Project Scope of Work
- RS2: Investigation and Report
- RS3: Design Concept
- RS4: Construction Documents
- RS5: Tender Call, Bid Evaluation & Construction Contract Award
- RS6: Construction & Contract Administration
- RS7: Commissioning
- RS8: Post-Construction Warranty Review.

7.2. ADDITIONAL REQUIRED SERVICES

Additional Required Services are not typical to most call-ups. These services will only be listed and defined in a ToR when specifically required. These services can include but are not limited to:

- Feasibility Studies / Options Analysis;
- Implementation Strategy and Schedule Report;
- Mechanical and Electrical Audits;
- Sustainable Development Strategies and Report;
- Facility Equipment Evaluation and Recommendations Report;
- Decommissioning Report;
- Standard Operating Procedures
- Codes and Standards Interpretation

8. TYPICAL REQUIRED SERVICES

This section describes the scope of services for each Required Service. These scopes of services are to be provided for by the Consultant whenever they are noted as being “Required” on a ToR.

8.1. RS1: ANALYSIS OF THE PROJECT SCOPE OF SERVICES

8.1.1. Overview

The Consultant is to thoroughly review the ToR document and the project requirements to ensure there are no issues that may interfere with the delivery of a cohesive quality project.

8.1.2. Scope and Activities

- Visit the building/site and verify the availability and capacity of services needed for the project;
- Attend the project start up meeting;
- Analyze the project requirements/program;
- Review and document all available existing material related to the project;
- Review the proposed project schedule for verification that all milestone dates are achievable;
- Review the cost plan/budget for verification that the costs are realistic and achievable;
- Identify and verify all authorities having jurisdiction over the project;
- Identify the codes, regulations and standards that apply;
- Establish a policy for this project to minimize environmental impacts;
- Other investigative activities unique as per ToR, and as required for the specific project.

8.1.3. Deliverables

An Analysis of the Project Scope of Work Summary Report that includes:

- A brief narrative of the Consultant’s analysis of the items listed in 8.1.2;
- Any unrealistic schedules, budgets, etc. in the project documentation along with proposed corrective adjustments;
- Requests for additional information, clarifications or direction where required;
- Notable assumptions made by the Consultant for acknowledgement by the Departmental Representative.

The Analysis of the Project Scope of Work Summary Report is not expected to be a large or extensive document; 2-6 pages will usually suffice to satisfy all aspects of this Required Service.

8.1.4. Other Information And Requirements

As a minimum the Analysis of the Project Scope of Work Summary Report must consist of the following sections:

- Title Page;
- Analysis of the ToR and Project Requirements;
- Schedule and Budget Viability;
- Requests for Additional Information;
- Notable Assumptions;

8.2. RS2: INVESTIGATION AND REPORT

8.2.1. Overview

The Consultant is to provide a detailed report that describes the existing conditions; describes the required conditions that satisfy the project's objectives; and presents a minimum of three unique options for achieving these required conditions.

8.2.2. Scope and Activities

- Review all available existing material related to the building/site;
- Visit the building/site, investigate and analyze the existing equipment/systems;
- Interview building/site operators and occupants;
- Have any required mechanical or electrical tests conducted;
- Determine the state of the existing equipment/systems, including the functionality, capacity, reliability, condition, safety, adherence to applicable codes, standards, etc.;
- Identify and verify all authorities having jurisdiction over the equipment/systems;
- Identify the discipline services that will be required during the project delivery stages such as civil and architectural;
- Analyze the project requirements and objectives;
- Determine the conditions that fully satisfy all of the project's requirements and objectives;
- Create a minimum of three (3) detailed viable options on how to move the existing equipment/systems from the existing state to the required end state;
- For each option determine the benefits, detriments, risks, implementation strategies, costs (class D estimate), schedules, energy and water consumption, Greenhouse Gas (GHG) emissions, operational and maintenance cost impacts, etc.;
- Create simple schematics for each option;
- Identify the preferred option, based on project requirements and objectives.

8.2.3. Deliverables

A detailed Investigations Report, that includes:

- An overview of the project;
- Information on the state of the existing equipment/systems, including locations, materials, deficiencies (as related to functionality, capacity, reliability, condition, safety, adherence to applicable codes, standards, etc.) life expectancy, life safety aspects, etc.;
- The desired end state for the equipment/systems that satisfies all of the project requirements;
- A minimum of 3 detailed options that describe how to bring the existing equipment/systems to the desired end state, that includes for each option advantages and disadvantages, implementation strategies, costs (class D estimate), schedules, simple schematics, energy and water consumption, GHG emissions, operational and maintenance cost impacts, etc.;
- Identification of the preferred option, along with a detailed explanation as to why it is being recommended.

8.2.4. Other Information And Requirements

As a minimum the Investigations Report must consist of the following sections:

- Executive Summary;
- Introduction;
- Existing Conditions;
- Analysis;
- Options;

- Recommendations.

8.2.5. Projects Without an Investigations Report

On occasion, a project will not require an Investigations Report. This can occur for relatively straightforward projects having only one obvious option to proceed with, or where prior options were already vetted. For projects of this type, the Departmental Representative will directly provide to the Consultant the details of the approach or option that is to be developed into a fully formed concept via this Required Service.

8.3. RS3: DESIGN CONCEPT

8.3.1. Overview

The Consultant is to develop an option selected from the Investigations Report by the Departmental Representative into a fully formed concept. The fully formed concept will form the basis of the detailed designs and specifications to follow.

For projects where the Design Concept service is not required, refer to section 8.3.6.

8.3.2. Scope and Activities

- For the option selected by the Departmental Representative from the Investigation and Report:
 - Identify the required equipment/systems, with special consideration given to unique or highly specialized items;
 - Identify the approximate size of the required equipment/systems;
 - Analyze how any new equipment/systems will impact existing installations;
 - Identify and analyze the risks, particularly as they pertain to cost and schedule;
 - Determine the associated energy, operational and maintenance costs;
 - Identify whether full time operating staff will be needed for operating any of the equipment/systems. Differentiate between staff that are needed by code requirements versus staff which are needed because of the nature and size of the equipment/systems;
 - Verify that the project's objectives, requirements and constraints are satisfied;
 - Develop a Class 'C' cost estimate and implementation schedule;
 - Develop schematics to fully characterize the nature of the equipment/system;
 - Consult authorities having jurisdiction as needed to ensure compliance to codes, standards, etc.;

8.3.3. Deliverables

A detailed Design Concept Report that expands upon and characterizes the option selected by the Department Representative including:

- What new or existing equipment/systems will be installed or modified, along with their approximate size and location;
- Schematics, preliminary sketches, calculations and tables outlining the equipment/system;
- A class "C" cost estimate;
- A detailed characteristics discussion (e.g., risks, implementation schedule, impacts to existing equipment, etc.).

8.3.4. Other Information and Requirements

As a minimum the Design Concept Report must consist of the following sections:

- Executive Summary;
- Description of the option from the Investigations Report being developed;
- Characteristics of the Design (complete with discussion, calculations, tables, etc.);
- Schematics and Sketches.

8.3.5. Projects That Do Not Require the Design Concept Service

Depending on the complexity of the project, the Design Concept service may not be required. This will be indicated in the ToR for the call-up. When the Design Concept service is not required, the option selected from the Investigations Report by the Department Representative is to be carried over into RS4: Construction Documents and used as the basis for design.

8.4. RS4: CONSTRUCTION DOCUMENTS

8.4.1. Overview

The Consultant is to develop the technical approach selected from the Design Concept, developing the design further into Plans and Specifications Documents along with detailed Construction Schedules, Cost Estimates and Commissioning Plans.

8.4.2. Scope and Activities

- Obtain written approval from the Departmental Representative for development of the Design Concept (or the option selected by the Departmental Representative from the Investigations Report if the Design Concept service is not required – refer to section 8.3.5);
- If any alterations to the Design Concept (or the option selected by the Departmental Representative from the Investigations Report if the Design Concept service is not required – refer to section 8.3.5) are required, document all required changes, analyze the impact on all project components and resubmit to the Departmental Representative for approval;
- Clarify if any special procedures are required (e.g., phased construction);
- Analyze the constructability of the project and advise on the construction process;
- Submit complete Construction Documents at the required stage as noted in the ToR (33%, 66%, 99% and 100%; see section 6.2 and 8.4.4) to the Departmental Representative and any other individuals, groups, review committees, etc. as required;
- Attend a Submission Review Meetings where required (see section 8.4.3);
- Provide written response to all review comments and incorporate them into Construction Documents where required;
- Present the design to government or local authorities as required to obtain approvals (i.e., Consultant to acquire building permits);
- Submit class “B” and class “A” cost estimates at the required stages (see section 8.4.4);
- Provide a draft and final Construction Schedules at the required stages (see section 8.4.4);
- Provide a draft and final Commissioning Plans at the required stages (see section 8.4.4);
- Validate that translated Construction Documents are consistent with the original intent.

8.4.3. Submission Review Meetings

- The Departmental Representative may request a Submission Review Meeting for each submission;
- Representatives from Client Department(s) and PWGSC support staff may be present as arranged by the Departmental Representative;
- Consultant must ensure that his staff and the Sub-Consultant representatives attend the meeting as required;
- Consultant must arrange for all necessary data, progress prints, etc.;
- Consultant must prepare minutes of the meetings and distribute copies to all participants within 48 hours.

8.4.4. Deliverables

- 33% Submission (*Referenced as “Design Development” in SACC (Supply Manual)*)
 - 33% complete Construction Documents;
 - One copy of support data, studies, calculations, etc., as required by the Departmental Representative;
- 66% Submission
 - 66% complete Construction Documents;
 - Draft Commissioning Plan;

- Draft Construction Schedule;
 - Class “B” Cost Estimate;
 - One copy of support data, studies, calculations, etc., as required by the Departmental Representative;
-
- 99% Submission
 - 99% complete Construction Documents;
 - Final Commissioning Plan;
 - Final Construction Schedule;
 - Class “A” Cost Estimate;
 - One copy of support data, studies, calculations, etc., as required by the Departmental Representative;
-
- 100% Submission
 - 100% complete Construction Documents in English;
 - 100% complete Construction Documents in French;

8.5. RS5: TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

8.5.1. Overview

The Consultant is to support the Departmental Representative throughout the tender period of the project.

8.5.2. Scope and Activities

- Attend tender briefing meeting(s) (i.e. Job Showing);
- Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority;
- Examine and report on any cost and schedule impact created by the issue of tender / contract addenda;
- Provide the Departmental Representative with all information required by bidders to fully interpret the Construction Documents;
- Keep full notes of all inquiries during the bidding period and submit same to Departmental Representative at the end for PWGSC records;
- Assist in tender evaluation by providing input on the following and support with bid review meeting when required:
 - The completeness of tender documents in all respects;
 - The technical aspects of the tenders;
 - The effect of alternatives and qualifications which may have been included in the tender;
 - The bidders' capability to undertake the full scope of work in terms of expertise, workforce, time, specialty, insurance, etc.
- If PWGSC decides to re-tender the project, provide advice and assistance to the Department Representative and revise and amend the Construction Documents to bring the cost of the service, schedule, etc. within the limits stipulated.

8.5.3. Deliverables

- Addenda where needed;
- Changes to the Construction Documents, if re-tendering is necessary;
- Updated cost estimates or schedules.

8.6. RS6: CONSTRUCTION & CONTRACT ADMINISTRATION

8.6.1. Overview

The Consultant is to monitor and verify that the implementation of the project is in compliance to the Plans and Specifications, and must support Department Representative throughout construction with the following:

8.6.2. Scope and Activities

- Monitor the construction progress (see 8.6.3);
- Monitor construction safety (see 8.6.4);
- Inspect the construction (see 8.6.5);
- Monitor and verify that construction complies with all applicable bylaws and regulations;
- Notify the Department Representative of any situations that appear to require corrective action in implementation strategy or schedule;
- Call and participate in Construction Meetings throughout the duration of construction (see 8.6.6);
- Act as interpreter of the requirements of the Plans and Specifications;
- Provide clarifications on Plans and Specifications or site conditions as required, up to and including the issue of detailed drawings;
- Monitor and verify that all required on-site postings are present, correct, and complete (see 8.6.7);
- Monitor and verify that materials on site are appropriately stored and placed in the locations designated by the Departmental Representative;
- Advise the Departmental Representative of all potential changes to scope for the duration of the implementation;
- Prepare and justify change orders for issue by the Departmental Representative (see 8.6.8);
- Provide cost advice during construction;
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor (see 8.6.9);
- Monitor and verify compliance with the Commissioning Plan, and update the plan as necessary;
- Provide recommended testing requirements and support the testing as it proceeds (see 8.6.10);
- Review the Contractor's submittals and shop drawings (see 8.6.11);
- Verify the completeness and format of the Operations and Maintenance Manuals and ensure the final versions are delivered to the Departmental Representative in a timely manner and in appropriate quantity;
- Verify that all operations personnel are properly instructed on operation of all services and systems using the final manuals as reference;
- Perform an Interim and Final Inspection when work under the construction contract has progressed to the respective level of completeness, and formally document any noted deficiencies;
- Support the Departmental Representative in the issue of Interim and Final Certificates ((see 8.6.12 and 8.6.13);
- Support the Departmental Representative during takeover ((see 8.6.14)
- Collect As-Builts, verify against construction and produce Record drawings (see 8.6.15)
- Conduct a final warranty review.

8.6.3. Construction Progress

- Obtain a Construction Schedule with detailed Commissioning component shown separately, as soon as possible after contract award and ensure proper distribution;
- Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Departmental Representative concerning any delays;
- Keep accurate records of causes of delays;
- Make every effort to assist the Contractor to avoid delays;

- Submit weekly reports to the Departmental Representative on the progress of the work.

8.6.4. Construction Safety

- Ensure that the Contractor complies with all federal, provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety;
- Ensure the Contractor is mandated to provide all required co-ordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction;
- Ensure the Contractor is mandated to provide a Watchman Service as per the National Fire Code;
- Notify the Departmental Representative of any required shutdowns or bypasses of the fire protection or any other building system and advise of estimated reinstatement time;

8.6.5. Periodic Inspection of Construction

Frequency of inspections to be as directed by Department Representative. Periodic inspections are generally conducted bi-weekly, but may differ depending on the stage or complexity of construction.

- Conduct inspections of the construction and review for conformity to the Plans and Specifications;
- Assess the quality of work and identify in writing to the Department Representative all defects and deficiencies observed at the time of such inspections;
- Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project, as directed by Department Representative;
- Establish a written understanding with Contractor as to what stages or aspect of the work are to be inspected prior to being closed up;
- Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project;
- Any directions, clarifications or deficiency list must be issued in writing to the Departmental Representative.

8.6.6. Construction Meetings

- Within seven (7) calendar days after construction contract award, the Departmental Representative will arrange and participate in a briefing meeting with the Contractor and the Consultant. The Consultant will prepare minutes of the meeting and distribute copies to all participants and to other persons agreed upon with the Departmental Representative;
- Call job meetings every two (2) weeks, commencing with the construction briefing meeting. The job meetings are to be attended by the Consultant, the Contractor and the Departmental Representative. Additionally, invite superintendents, Inspectors of Construction, main sub-Contractors, affected Sub-Consultants, other Government of Canada representatives, etc. as directed by Department Representative. Prepare minutes of the meeting and distribute copies to all participants within 48 hours. The Departmental Representative may invite client Departments to attend any of these meetings.

8.6.7. On-Site Postings

- Ensure that all required on-site postings are present at the work site, are complete and correct, including where applicable but not limited to:
 - Fair Wages and Hours of Labour;
 - Copies of Bonds;
 - Building Permits;
 - All fire/safety postings, including:

- Emergency Procedures;
- Health and Safety Representative;
- The Joint Health/Safety Committee;
- Material Safety Data Sheets;
- Employment and Social Development Canada program orders;
- Notice of Project;
- Opening of construction site;
- Occupational Health and Safety Act;
- Safety Policy;
- Workplace Safety and Insurance Board;
- Worker's Compensation Board.

8.6.8. Construction Changes

- All changes, including those not affecting the cost of the project, will be covered by Change Orders and must be approved by the Departmental Representative;
- The Consultant does not have authority to change the work or the price of the Construction Contract;
- Upon Departmental Representative approval obtain quotations for changes from the Contractor;
- Review the quotation in detail and forward recommendations to the Departmental Representative;
- Prepare all Contemplated Change Notices (CCN) and submit them to the Departmental Representative for approval and issue to contractor.
- When a CCN is to be issued based on Unit Prices, keep accurate accounts of the work.

8.6.9. Cost Breakdown and Contractor's Progress Claims

- Obtain from the Contractor a detailed cost breakdown and submit to the Departmental Representative with the first Progress Claim;
- Ensure the Contractor submits progress claims for work and materials as required in the Construction Contract;
- If work is based on unit prices, measure and record the quantities for verification of Progress Claims;
- The Contractor may claim for payment of material on site but not incorporated in the final work;
- Ensure the Progress Claims are complete with the following where applicable:
 - Request for Progress Payment;
 - Cost Breakdown, including a detailed list of materials with supplier's invoices showing the price of each item when claiming material delivered but incorporated into the work;
 - Statutory Declaration Progress Claim.
- Verify all posting requirements have been satisfied prior to recommending payment;
- Review and sign designated forms and promptly forward claims to the Departmental Representative for processing;
- Submit with each progress claim:
 - Updated schedule of the work progress;
 - Photographs of the work progress.

8.6.10. Testing

- Prior to tender, provide the Departmental Representative with a recommended list of tests to be undertaken, including on site and factory testing;
- Ensure all testing is detailed within the Commissioning Plan;

- If the Departmental Representative selects to use third-party testing firm(s) instead of the Contractor to carry out some or all of the required testing, assist Departmental Representative in briefing these firms on the required services, distribution of reports, communication lines, etc.;
- Review all test reports and take necessary action with Contractor when work fails to comply with the construction contract;
- Immediately notify Departmental Representative when tests fail to meet project requirements and when corrective work will affect schedule;
- Assist Departmental Representative in evaluating third-party testing firm invoices for services performed.

8.6.11. Shop Drawings

- Shop drawings must have product selection specifics, and must be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "Reviewed" by the Consultant, , with comments as required, before being returned to the Contractor;
- On completion of the project forward three stamped copies of reviewed shop drawings to the Departmental Representative. Ensure that the shop drawings include the project number and are recorded in sequence.

8.6.12. Interim Certificates

- Verify that all Interim Certification documents are complete and correct, such as:
 - The Certificate of Substantial Completion;
 - The Statutory Declaration;
 - The Workplace Safety and Insurance Board Certificate.
- Ensure that all parties sign the required documents, and that the signed documents are supplied to the Departmental Representative for processing.

8.6.13. Final Certificates

- Verify that all Final Certification documents are complete and correct, such as:
 - The Certificate of Final Completion;
 - The Statutory Declaration;
 - The Workplace Safety and Insurance Board Certificate;
 - Hydro Certificate;
 - All Technical Standards Safety Authority certifications.
- Ensure that all parties sign the required documents, and that the signed documents are supplied to the Departmental Representative for processing.

8.6.14. Take-over

- Establish the project take-over date with the Departmental Representative and Contractor;
- Collect and provide to the Departmental Representative the original copy of all warranties covering materials and workmanship and verify their completeness and extent of coverage;
- Ensure that all keys and safe combinations are delivered to the Departmental Representative;

8.6.15. As Built and Record Drawings and Specifications

- Obtain as-built marked-up hard copy of the Construction Drawings from the Contractor;

- Check and verify all as-built records for completeness and accuracy and submit to the Departmental Representative;
- Produce Record Drawings by incorporating As-Built information into construction drawings, along with any other significant deviations in construction from the original Contract drawings shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions;
- Indicate any changes or material/equipment substitutions on Record Documents;
- Submit a high resolution copy of the original As-Builts provided by the Contractor as well as completed Record Drawings within six (6) weeks of final acceptance.

8.6.16. Deliverables

- Written reports from site visits including persons involved;
- Written reports on the progress of the work and the cost of the project at the end of each month;
- Additional detail drawings and specifications when required to clarify, interpret or supplement the Plans and Specifications;
- O&M manuals including final shop drawings;
- Interim or Final certificates;
- As built records;
- Post contract drawings in PDF, and other formats as requested by Departmental Representative;
- Warranty deficiency list.

8.7. RS7: COMMISSIONING

8.7.1. Overview

The Consultant must provide Commissioning services to verify:

- That the Construction Documents were correctly interpreted by the Contractors;
- That the installed equipment/systems satisfy the project's requirements;
- That the installed equipment/systems operate correctly and consistently under all normal loading conditions;
- That the project has received all performance verification (PV) tests/procedures from the Contractor and that the results meet the design intent.

8.7.2. Scope and Activities

- Prepare a Preliminary Commissioning Plan (to be submitted with the 66% Construction Documents, refer to section 8.4.4) when indicated in the ToR;
- Prepare a Commissioning Plan (to be submitted with the 99% and 100% Construction Documents, refer to section 8.4.4). Plan to follow PWGSC commissioning guidelines and verification requirements, as directed by Departmental Representative;
- Provide complete documentation on the project design, including design intent documents (as required);
- Identify contractor and subcontractor commissioning, Performance Verification (PV) and testing responsibilities;
- Develop the installation checklists and PV report forms. PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final Performance Verification Report will be submitted to the Departmental Representative;
- Manage the PV activities, including but not limited to reviewing Contractor submitted Commissioning documentation and activities, monitoring Commissioning progress, calling and chairing Commissioning meetings, etc.;
- Witness the PV tests performed by the Contractor. Maintain detailed development reports and review with the Contractor for special systems such as Energy Management Control System, telecom, security;
- Prepare a training plan for the operations and maintenance staff to be trained on the operations of the new equipment / systems. Anticipate and plan for up to four (4) repeat training sessions to meet operational requirements. Training materials should include the O&M manuals, as-built documentation, site specific operating instructions and SOP documentation. Training should be both on site and classroom, as required to meet the operational complexity of the project;
- Update and / or prepare new Standard Operating Procedures and Building Management Manuals;
- Verify that the Contractor has provided all spare parts for the installed equipment / systems to the Departmental Representative.

8.7.3. Deliverables

- Preliminary Commissioning Plan
- Commissioning Plan;
- Project design and design intent documentation;
- Installation Checklists;
- Performance Verification Forms;
- Performance Verification Report;
- O&M Staff Training Plan, Training Records and signed Attendance Forms.
- Updated / new Standard Operating Procedures;
- Updated / new Building Management Manuals.

8.7.4. Other Information And Requirements

As a minimum the Commissioning Plan must consist of the following sections/information:

- General project information (e.g., project title, building details, etc.);
- Roles and Responsibilities of each party participating in the Commissioning process;
- The scope of the Commissioning activities (e.g., what systems and equipment are included and excluded);
- Commissioning Protocols (e.g., lines of communication, amount of prior notice required before testing, etc.);
- Commissioning Process Details (e.g., number and frequency of Commissioning meetings, progress reporting, addressing deficiencies and non-conformance, special testing requirements such as phasing, development and execution of functional testing, provision of the design intent documentation, etc.);
- Commissioning Schedule.

8.8. RS8: POST-CONSTRUCTION WARRANTY REVIEW

8.8.1. Overview

The Consultant is to ensure that the equipment/systems constructed throughout the course of the project are fully operational and functional prior to the warranty expiration dates.

8.8.2. Scope and Activities

- Review during the Contractor's warranty period, any defects or operational issues reported by the Departmental Representative;
- One (1) year less forty five (45) days after the Certificate of Final Completion was issued, visit the site and carry out a final review of the equipment/systems and report the existence of any defects to the Departmental Representative. If the Departmental Representative accepts the rectification of any reported defects, a notice of "Final Warranty Inspection" must be issued to the Contractor.

8.8.3. Deliverables

- Equipment/Systems Defect Reports;
- Notice of Final Warranty Inspection

9. ADDITIONAL REQUIRED SERVICES

The scope of services for each Additional Required Service will not be outlined in this briefing document; these services will be described at length where called for in a ToR. Instead, this section provides only a brief overview of what each service will entail.

9.1. FEASIBILITY STUDIES / OPTIONS ANALYSIS

Feasibility Studies / Options Analysis are more in depth Investigation and Report documents utilized for larger and/or more complex projects. The reports will typically include analysis of project requirements, construction strategies of feasible options, more in depth scheduling utilizing the Critical Path Method or similar, environmental clean-up strategies, etc.

9.2. IMPLEMENTATION STRATEGY AND SCHEDULE REPORT

Implementation Strategy and Schedule Reports develop in detail the steps by which a project will be implemented and results in both a report and detailed Gantt chart deliverable.

9.3. MECHANICAL AND ELECTRICAL AUDITS

The Consultant will be asked to audit mechanical and/or electrical systems or components in detail, including the use the specialized measuring or monitoring equipment and/or tools. The purpose of the audits can be to evaluate an operational problem or to verify a component has adequate capacity for its intended service.

9.4. SUSTAINABLE DEVELOPMENT STRATEGIES AND REPORTS

The Consultant will be tasked to provide a report that outlines strategies to achieve a specified level of sustainability for a project. The report will typically include strategies for recycling of old materials, green procurement, energy reduction, life-cycle costing, etc.

9.5. FACILITY EQUIPMENT EVALUATION AND RECOMMENDATIONS REPORT

In general, Equipment Evaluation and Recommendation reports provide more specific and in depth information on existing equipment as compared to what is typically called for in the Investigation and Report. It can be used for larger and/or more complex projects involving significant amounts of equipment.

9.6. DECOMMISSIONING REPORTS

The Consultant is to research and investigate the decommissioning requirements of the client's specialized equipment and systems.

9.7. STANDARD OPERATING PROCEDURES

The Consultant is tasked to provide or update Standard Operating Procedures (SoP) for equipment, systems, processes, etc., as required by the ToR.

9.8. CODES AND STANDARDS INTERPRETATION

The Consultant will research and interpret Codes and Standards, and provide a detailed analysis that includes an impact assessment and recommendations for the project's implementation.

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APPENDIX B

SUBMISSION REQUIREMENTS AND EVALUATION SRE

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Basis of Selection
- SRE 5 Submission Requirements - Checklist

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

Technical Rating x 90%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Number of Proposals

- Submit one (1) bound original plus four (4) bound copies of the proposal.

2.2 Proposal Format Preferences

- The order of the proposal content should follow the order of the Rated Requirements given in SRE 3.2.
- Double-sided submissions are preferred.

2.3 Proposal Page Format

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

- The paper size should be 216mm x 279mm (8.5" x 11"), with occasional 279mm x 432mm (11" x 17") fold-out sheets for organizational charts, spreadsheets, etc.
- One side of a 216mm x 279mm (8.5" x 11") sheet of paper will be counted as one (1) page.
- One side of a 279mm x 432mm (11" x 17") fold-out sheet of paper will be counted as two (2) pages.
- Minimum font size - 11 point Times New Roman or equal.
- Minimum margins - 12 mm left, right, top, and bottom.

2.4 Number of Pages

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

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

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

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

The Proponent must be authorized to provide Mechanical and Electrical Engineering services and must include a Mechanical and Electrical Engineers licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the provinces of Ontario and Québec.

Proponents must indicate current license(s) and, where the Proponent is not licensed in both required provinces, how the Proponent intends to meet the provincial licensing requirements of Ontario, Quebec, or both, as the case may be.

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**, in order to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.

3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria:

3.2.1 Rated Requirement 1 – Organizational Structure:

The Proponent should provide:

Their organizational structure as it relates to delivering services for this Standing Offer and a brief description of the same.

Structure of the Response:

The Proponent's organizational structure should be presented graphically and focus on all Personnel who will be providing services for this Standing Offer. Each of these Personnel should be shown with their respective title, anticipated role in providing Standing Offer services, their proposed category level (e.g., senior engineer, see section 3.2 of the Standing Offer Brief) and discipline. To provide context to the organizational structure, the Proponent should provide an accompanying brief description of the identified roles and rationalizes the selection of Personnel assigned to fulfill them.

Evaluation Criteria for Rated Requirement 1:

The Proponent's response will be evaluated in accordance to the following criteria:

ID	Rated Requirements	Weight Factor
1A	How well the Proponent's organizational structure demonstrates their ability to provide for the needs of this Standing Offer. This includes having an organizational structure that effectively facilitates the provision of services, with clearly defined lines of communication and the illustration of all relevant positions that will be directly providing services.	2.2 Points
1B	How clearly the Proponent has identified roles and respectively assigned personnel that are expected to provide for the needs of this Standing Offer. The roles are well defined and relevant to providing services as defined throughout the Standing Offer Brief, and that the personnel assigned to each role has a relevant combination of experience/training/competence to fulfill that role.	2.2 Points
1C	How well the Proponent demonstrates that they have the capacity, in numbers and expertise, to provide the services under each discipline (including sub-consultants) of this Standing Offer.	3.3 Points
Total		7.7 Points

3.2.2 Rated Requirement 2 – Service Management

The Proponent should provide:

A description detailing how the Proponent will provide and manage their services throughout a Standing Offer call-up, including how quality control will be carried out for deliverables.

Structure of the Response:

General statements that do not convey the day-to-day activities that will take place will not receive the same amount of consideration as specific statements. For example, general statements such as “we follow the highest engineering standards available to ensure our deliverables are of a high quality”, will receive less consideration than more detailed statements such as “our quality process includes the review of all deliverables prior to submission, which entails these specific steps carried out in these specific ways...”).

Evaluation Criteria for Rated Requirement 2:

The Proponent's response will be evaluated in accordance to the following criteria:

ID	Rated Requirements	Weight Factor
2A	How the Proponent proposes to provide and manage their service throughout a Standing Offer call-up. The approach is proportional, applicable, and holistically addresses the services required and types of projects listed in section 2 of the Standing Offer Brief.	3.3 Points
2B	How the Proponent's proposed quality control process is expected to consistently ensure high quality deliverables under this Standing Offer. The quality control process is systematic and specific to the deliverables required.	4.4 Points
Total		7.7 Points

3.2.3 Rated Requirement 3 – Example Projects

The Proponent should provide:

Four (4) examples of projects for which the Proponent has provided mechanical and electrical engineering service which have reached substantial performance at the issuance date of this RFSO as stated on the RFSO cover page at the time of proposal submission. At least (1) of the example projects should demonstrate engineering services provided in a heritage facility or environment that has been identified as such by the Federal Heritage Buildings Review Office or other government organization at the provincial or municipal level. Refer to 3E below for additional information.

The Proponent must possess the direct knowledge and experience on the example projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a Joint Venture Proponent.

Only the first four projects listed in sequence will be rated and evaluated. Any other submitted projects not being evaluated or rated by Canada and been deemed not received by Canada.

Structure of the Response:

The following information should be provided for each project:

- A general description of the project, including the purpose, goals, and other relevant information as applicable to provide context;
- Start and end dates, plus original end date.
- A detailed description of the services provided by the Proponent;
- Cost of the mechanical and electrical services provided by the Proponent;
- Information on the Personnel who provided services on the project, including their names, disciplines, if they are still employed by the Proponent, if they will be providing services for the Standing Offer, role, responsibilities and services provided;
- A Client reference information per project, to be completed using provided "Client Reference Form - Appendix E".

Where a submitted example project is on-going, the services accomplished to date by the Proponent should be clearly delineated from the services that are anticipated to occur in the future. Please note, that the Evaluation Board cannot consider services that have not yet occurred.

Where a submitted example project is being carried out as a joint venture, Proponents should indicate the responsibilities of each of the involved persons or entities.

Evaluation Criteria for Rated Requirement 3:

The example projects provided by the Proponent will be evaluated in accordance to the following criteria:

ID	Rated Requirements	Weight Factor
3A	To what extent the example projects demonstrate the Proponent has performed a range of services similar to the Required Services listed in the Standing Offer Brief (see Standing Offer Brief sections 7, 8 and 9).	4.5 Points
3B	To what extent the proposed Personnel for this Standing Offer participated and contributed to the services provided for in the example projects (how many projects the Personnel provided services for, the duration the Personnel worked on those projects, what and how much was contributed).	3.3 Points

3C	To what extent the example projects demonstrate the Proponent's experience of at least 5 years in delivering services similar to the Required Services listed in the Standing Offer Brief (see Standing Offer Brief sections 7, 8 and 9).	3.4 Points
3D	To what extent the example projects demonstrate the Proponent's experience delivering services in a heritage facility or environment as defined above in this section	2.2 Points
Total		13.4 Points

Additionally, each of the example projects will be evaluated in accordance to the following:

ID	Rated Requirements	Weight Factor
3E	To what extent the example projects are similar in context, complexity and scope to those anticipated to occur under this Standing Offer (see the Standing Offer Brief section 2 for context).	8.8 Points (2.2 Points / Project)
Total		8.8 Points

3.2.4 Rated Requirement 4 – Personnel Expertise and Experience

The Proponent should provide:

Curriculum Vitae (C.V.'s) of six (6) in-house Personnel who will perform the majority of services for call-ups resulting from this Standing Offer. Refer to 4C, 4D and 4E for additional information.

A minimum of two (2) of the submitted C.V.s should be for mechanical personnel and a minimum of (2) for electrical personnel.

Only the first six (6) C.V.s listed in sequence will be rated and evaluated with any other submitted C.V.s not being evaluated or rated by Canada and been deemed not received by Canada.

The submitted C.V.s should include individuals with a proposed senior, intermediate, junior, and other category levels as defined in the Standing Offer Brief section 3.2. Refer to 4A and 4B below.

Please note:

In-house personnel means personnel that are employed by the Proponent's organization and includes, where the Proponent is a partnership, the partners forming the partnership. Expertise and experience of personnel not within the Proponent's or joint venture Proponent's organization will not be considered in the evaluation.

Structure of the Response:

The following information should be provided for each C.V.:

- Details about the Personnel, including their discipline, category level (see section 3.2 in the Standing Offer Brief), accreditation(s), years of engineering experience and work location;
- Other details about the Personnel such as specializations, accomplishments, memberships, etc.;
- A description of the role the Personnel will fulfill and the services the Personnel will provide towards any call-ups issued under this Standing Offer;
- The Personnel's work experience, which should include for each project or activity a title, the role of the Personnel in the project or activity, the dates the services were performed, a brief description of the project or activity, along with the Personnel's responsibilities and provided services (note: the Personnel's provided services are especially important and should be clearly quantified and qualified; responses that fail to do so will not receive the same consideration from the Evaluation Board as responses that do).

Evaluation Criteria for Rated Requirement 4:

The provided C.V.s will be evaluated in accordance to the following criteria:

ID	Rated Requirements	Weight Factor
4A	To what extent the submitted C.V.s present a team of individuals having a range of expertise and experience for projects that are similar to those that will be carried out for this Standing Offer (see the Standing Offer Brief section 2 for context).	3.4 Points
4B	To what extent the submitted C.V.s present a team of individuals having a balanced representation of junior, intermediate and senior levels defined in the Standing Offer Brief section 3.2.	3.4 Points
Total		6.8 Points

Additionally, each of the C.V.s will be individually evaluated in accordance to the following:

ID	Rated Requirements	Weight Factor
4C	The extent that the Personnel's work experience demonstrates they have provided services for projects that are similar to those	6.6

	that will be carried out under this Standing Offer (see the Standing Offer Brief section 2 for context).	(1.1 Points / C.V.)
4D	The extent that the Personnel's work experience demonstrates they have performed a range of services similar to the Required Services listed in the Standing Offer Brief.	6.6 (1.1 Points / C.V.)
4E	To what extent the in-house Personnel participated and contributed to the projects listed in their work experience.	6.6 (1.1 Points / C.V.)
Total		19.8 Points

3.2.5 Rated Requirement 5 – Hypothetical Projects

The Proponent should provide:

For each of the two (2) hypothetical projects described below, a project management plan that details how the Proponent will provide their services and a technical solution that addresses the needs of the project.

When responding to the hypothetical fact situations, be advised that the hypothetical is for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues. Proponents are expected to make all necessary assumptions required for proper analysis. All such assumptions should be clearly identified.

Hypothetical Projects

The following background information is to be used for each of the two (2) Hypothetical Projects that follow:

A three (3) building government complex is scheduled for a major rehabilitation in the next four (4) years. The three (3) buildings were last upgraded thirty (30) years prior. Beyond breakdown maintenance, very little work has taken place since. A description of the three (3) buildings are as follows:

Building #1 (Office): This 40 year old, eleven (11) storey building consists of typical office space throughout. Each floor in the facility has approximately 1500 m² of usable space. The population density within the building is expected to increase by 25% after the major rehabilitation, with each workspace being reduced in size to accommodate the PSPC GCworkplace standard. Ventilation and air conditioning are provided by a dual duct variable air volume (VAV) system. The dual duct VAVs are supplied air via one hot deck fan and two cold decks fans located in built-up air handling units on the eleventh (11th) floor (the eleventh (11th) floor is entirely dedicated to building services equipment). Heating is provided by a natural gas steam boiler that delivers steam to a heating coil in the hot deck AHU and to a heat exchanger that converts the steam to hot water for use in perimeter radiators and domestic water heating. Chilled water for coils in the cold deck AHU is provided by two electric chillers located in a basement mechanical room, which reject heat through an open loop type cooling tower on the roof. The cooling

tower has been temporarily shut down for cleaning on multiple occasions during the past three cooling seasons due to elevated counts of Legionella bacteria.

The main electrical service for all three buildings, located in a basement electrical vault in Building #1, is via two (2) 1000 kVA client owned transformers in a double ended configuration with an N.O. tie breaker. Power is distributed throughout Building #1 by an 800A, 600V Busduct riser. The transformer, switchgear, and Busduct are original to the building. Building #1 is outfitted with a 120kW life safety diesel generator installed in the penthouse that services only the office building.

Lighting consists primarily of fluorescent lighting installed approximately 15 years prior. Pot lights and accent lighting are installed in some areas of the building.

Building #2 (Heritage Museum): This four (4) story building is a recognized heritage facility. Each floor in the facility has approximately 800 m² of usable space. The upper two (2) floors currently house several high ranking government officials in enclosed offices. The bottom two floors are open to the public and are used to display gifts given to government officials by other countries and notable individuals. Mechanically, the building is ventilated by a series of old small packaged DX rooftop units. A steam boiler in a small basement mechanical room provides steam to each of the packaged units and to perimeter steam radiators.

Electrical power is fed to Building #2 from Building #1 via a 300A feed to a 600-120/208V transformer. Electrical equipment in this building is of unknown condition and age. Lighting in the office space is provided by chandeliers and decorative surface mount fixtures installed at the time of construction. The museum is lit by a mix of fluorescent fixtures and accent lighting.

Building #3 (Warehouse): This building was built at approximately the same time as Building #1. It serves as a small warehouse, having an equivalent height of 5 storeys and 2500 m² of usable space. Different government organizations store items in this facility, which range from paper products (e.g., election ballots, information pamphlets, etc.) to electronics (e.g. computer equipment). Mechanically, the warehouse is heated by steam unit heaters that are supplied steam from two (2) boilers in a basement mechanical room. Air conditioning is provided to a select number of small enclosed rooms in the facility via mini-split type systems. Ventilation for the facility consists of a number of small fans with dampers in the exterior walls that circulate air directly from the exterior.

The warehouse power is supplied from Building #1 via a 600-480/277V transformer. Lighting consists of low pressure sodium and metal halide fixtures with a few fluorescent fixtures. Emergency lighting is provided by stand-alone battery pack units.

All three (3) buildings are located on a relatively large lot of land, which consists of a significantly sized parking lot and various green spaces (that are focused around the heritage facility).

Hypothetical Project 1: Feasibility Study.

Your consulting firm has been hired to produce an Investigation and Report on how to best renovate the mechanical and electrical equipment within these facilities for the major rehabilitation. The Required Services to be provided as part of this mandate are RS 1: Analysis of the Project Scope of Work and RS 2: Investigation and Report (see the Standing Offer Brief for more details). The Investigation and Report is to be focused on providing energy efficient solutions, given the Federal Sustainable Development Strategy targets and the government's emphasis on Greenhouse Gas emissions reduction. The timeline for the study is five (5) months. Very little information is known about the existing condition of the mechanical and electrical components. Assume that the exterior envelope of the facilities will be upgraded to meet current standards as part of the major rehabilitation.

Hypothetical Project 2: Office Building Life Extension.

Due to political policy changes, the major rehabilitation of the three (3) facilities has been delayed for ten (10) years. In the interim, a project has been developed to extend the life of the office building until the major rehabilitation takes place. Included in this life extension project is the installation of a large data centre on the 7th floor, which is expected to take up 80% of the floor plate. Employees displaced from the installation of the data centre are to be relocated to the bottom three (3) storeys of the facility. These bottom three (3) stories are to be converted to PSPC's GCworkplace standard to accommodate the increased floor population. Architecturally, the building envelope is to remain as is. Your consulting firm has been hired to provide the mechanical and electrical design for the project. The Required Services to be provided as part of this mandate are RS 1 to RS 8 inclusive (see the Standing Offer Brief for more details).

Structure of the Response:

The response for each project should be presented independently (i.e., the project management plan and technical solution for the first hypothetical project are presented together and in sequence, followed by the same for the second hypothetical project).

The project management plan should include the following items:

- A brief description on how the Proponent would approach and deliver the requested Required Services;
- Who the Proponent would assign to provide services and why;
- The estimated level of effort (in hours) required by the Proponent's assigned Personnel to complete each Required Service;
- A project schedule, that highlights work sequencing and priority dates;
- A risk plan, that identifies and provides strategies for up to three (3) risks;
- Strategies the Proponent would employ to address the specific needs and priorities of PWGSC and other potential stakeholders;

The technical solution should include the following items:

- A brief description on how the Proponent would approach developing the technical solutions for the project;
- The applicable codes, standards and regulations that would apply;
- Three (3) engineering options that the Proponent would propose to address the technical needs of the project complete with estimated construction costs;
- A recommendation as to which one (1) option is preferred by the Proponent with justification as to why;

Evaluation Criteria for Rated Requirement 5

The Proponent's responses for each of the two (2) hypothetical projects will be evaluated in accordance to the following criteria:

ID	Rated Requirements	Weight Factor
5A	The degree to which the project management plan presented represents a considered and rational approach to delivering services for the project.	4.5 (2.25 Points / Project)
5B	The degree to which the human resource allocations in the project management plan, demonstrates a balanced and capable team of Personnel able to provide for the Required Services for the project.	4.5 (2.25 Points / Project)

5C	The degree to which the schedule in the project management plan, is feasible, logically sequenced and comprehensive.	4.5 (2.25 Points / Project)
5D	The degree to which the risk plan in the project management plan captures and addresses the project's major risks.	4.5 (2.25 Points / Project))
5E	The degree to which the approach to developing the technical solutions for the project takes into account the technical elements required to deliver a complete technical solution for the project in the given context.	4.5 (2.25 Points / Project)
5F	The degree to which the three (3) presented technical options address the technical needs of the project and are viable, cost effective, environmentally considerate, and technically sound.	8.8 (4.4 Points / Project)
5G	The degree to which the recommended option, and justification demonstrates sound reasoning/judgement, and gives consideration to the wider context and project needs.	4.5 (2.25 Points / Project)
Total		35.8 Points

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating*
Organizational Structure			
1A	.22	0 - 10	2.2
1B	.22	0 - 10	2.2
1C	.33	0 - 10	3.3
Service Management			
2A	.33	0 - 10	3.3
2B	.44	0 - 10	4.4
Example Projects			
3A	.45	0 - 10	4.5
3B	.33	0 - 10	3.3
3C	.34	0 - 10	3.4
3D	.22	0 - 10	2.2
3E	.88 (.22 per project)	0 - 10	8.8
Personnel Expertise and Experience			
4A	.34	0 - 10	3.4
4B	.34	0 - 10	3.4
4C	.66 (.11 per CV)	0 - 10	6.6
4D	.66 (.11 per CV)	0 - 10	6.6
4E	.66 (.11 per CV)	0 - 10	6.6
Hypothetical Projects			
5A	.45 (.225 per project)	0 - 10	4.5

5B	.45 (.225 per project)	0 - 10	4.5
5C	.45 (.225 per project)	0 - 10	4.5
5D	.45 (.225 per project)	0 - 10	4.5
5E	.45 (.225 per project)	0 - 10	4.5
5F	.88 (.44 per project)	0 - 10	8.8
5G	.45	0 - 10	4.5
Total	10		0 – 100

**To be considered further, proposals must achieve a minimum Technical Weighted Rating of sixty (60) out of the hundred (100) points available for the rated technical criteria as specified above.*

Evaluation Rating Table

Each criterion will be evaluated based on the Evaluation Rating Table below, and the points granted will be multiplied by the Weight Factor in order to generate the Weighted Rating for that specific criterion. For example; if proponent Z is granted 2 points out of 10 for criterion 1A, the Weighted Rating will be 0.44.

0 Points	2 Points	4 Points	6 Points	8 Points	10 Points
	Inadequate	Weak	Acceptable	Good	Strong
Did not submit information which could be evaluated	Demonstrated a complete lack of understanding of the requirements.	Demonstrated some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a satisfactory understanding of the requirements in all areas.	Demonstrates a strong understanding of the requirements in most areas.	Demonstrates a strong understanding of the requirements in all areas.

SRE 4 BASIS OF SELECTION

- To be declared responsive, a proposal must:
 - Comply with all the requirements of the solicitation;
 - Meet all mandatory criteria; and
 - Obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. (The rating is performed on a scale of 100 points.)
- Proposals not meeting (a), (b) and (c) will be declared non-responsive.
- All responsive price proposals which are greater than 35 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration. An average price is determined by adding all of the responsive Proponents' price proposals together and dividing the total by the number of price proposals being opened.
- To establish the Technical Score; each responsive proposal will be calculated as follows: total number of points obtained in the Technical Weighted Rating from SRE 3 out of the 100 points available multiplied by 90%.
- To establish the Price Score; each responsive proposal will first be prorated against the lowest evaluated price which will determine the Price Rating which is then multiplied by 10% as per the table below.
- For each responsive bid, the Technical Score and the Pricing Score will be added to determine its Total Score.

7. Basis of Selection: The proposals will be ranked in order from the highest Total Score to lowest Total Score. The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to five (5) Standing Offers
8. Neither the responsive proposal obtaining the highest Technical Rating nor the one with the lowest Price Rating will necessarily be accepted.

The table below illustrates an example where all three proposals are responsive. The total available points equals 100 and the lowest evaluated price is \$8,850.00.

		Proponent 1	Proponent 2	Proponent 3
	Technical weighted rating	65 out of 100	70 out of 100	78 out of 100
	Bid Price	\$9,850.00	\$8,850.00	\$10,500.00
Calculation of Ratings	Technical Rating	65	70	78
	Price Rating	$8850/9850 \times 100 = 89.8$	$8850/8850 \times 100 = 100$	$8850/10500 \times 100 = 84.2$
Calculation of Scores	Technical Score	$65 \times 90\% = 58.5$	$70 \times 90\% = 63$	$78 \times 90\% = 70.2$
	Price Score	$89.8 \times 10\% = 8.98$	$100 \times 10\% = 10$	$84.2 \times 10\% = 8.42$
Total Score		67.48	73	78.62
Rank		3 rd	2 nd	1 st

SRE 5 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix C
- ☐ Integrity Provisions – Required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.
- ☐ Proposal - 1 original + 4 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer
- ☐ Price Proposal Form - one (1) completed and submitted in a separate envelope



APPENDIX C

DECLARATION / CERTIFICATION FORM

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)

Declaration / Certifications Form (1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

Size of Organization

___ Sole Proprietorship

Number of Employees _____

___ Partnership

Graduate Architects/ _____

___ Corporation

Prof. Engineers: _____

___ Joint Venture

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 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)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

This Appendix C 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.
leted and submitted in a separate envelope



APPENDIX D

Price Proposal

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)

INSTRUCTIONS

1. Complete price proposal and as per GI 9.
2. Proponents are not to alter or add information to the form.
3. In order to ensure that fair and competitive hourly all-inclusive rates are received for each of the positions listed, the following requirement must be strictly adhered to:
 - a. Proponents must provide an hourly all-inclusive rate for each listed position.
 - b. In the event that the firm consists of fewer personnel than listed, provide an hourly all-inclusive rate that corresponds with each position listed.
 - c. For the categories personnel of a Senior, Intermediate and Junior, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.
 - d. The hourly all-inclusive rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly all-inclusive rate for each position listed will render your proposal non-responsive.
4. The Proponent shall provide a single fixed hourly all-inclusive rate for each category of personnel of the Prime Consultant.
 - a. The 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. Option year 1, if exercised, will be determined by using the rates provided for years 1 and 2 adjusted by a percentage increase of 2.0%;
 - c. Option year 2, if exercised, will use the same rate as option year 1;
 - d. Option year 3, if exercised, will be determined by using option year 2 rates adjusted by a percentage increase of 2.0%.
5. 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 (<https://www.njc-cnm.gc.ca/s3/en>).
6. 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.

In the event of a mathematical error, refer to GI 10.5.

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

Address: _____

CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates Years 1 & 2 (B)	Total (A x B)
Senior Engineer	25	\$	\$
Intermediate Engineer	30	\$	\$
Junior Engineer	10	\$	\$
Senior Technologist / Designer	15	\$	\$
Intermediate Technologist / Designer	10	\$	\$
Drafting Technologist/Designer	10	\$	\$
Total weighted factor	100		
TOTAL FOR EVALUATION PURPOSES			\$

* Refer to Standing Offer Particulars SP 3 Period of the Standing Offer.

Signature of Consultant or Joint Venture Consultants.

..... signature

..... capacity

..... signature

..... capacity

END OF PRICE PROPOSAL FORM



APPENDIX E

CLIENT REFERENCE FORM

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)

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 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 project _____	
Project Location: _____	

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 GI1)
_____	_____
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 GI1)
_____	_____
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 F

DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLE MANUAL

Mechanical and Electrical Engineering

Public Works and Government Services Canada (PWGSC)



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Canada



Serving
GOVERNMENT,
serving
CANADIANS.

Doing Business with PWGSC Documentation and Deliverables Manual



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Revisions

Version	Date	Description
0.1	August 14, 2017	Draft version for consultation.
1.0	January 12, 2018	Original Issuance
1.1	January 31, 2019	Update to cost submission format, and minor corrections / updates.

1 General

1.1 Effective Date

January 31, 2019

1.2 Authority

This manual is issued by the authority of the Director General, Technical Services, Real Property Services (RPS), 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.

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.

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 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.

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 [PSPC 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).

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 *PSPC 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.

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.

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,

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

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).

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 elemental format, in accordance with UniFormat as issued by Construction Specifications Canada and the Construction Specifications Institute.

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 format for Class B, C, and D; and
- itemized breakdown of costs estimate in both elemental format 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 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 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 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 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
1 Index			
1a The index shows a complete listing of drawing titles and numbers.			
2 Title Blocks			
2a The title block is as per the <i>PWGSC National CADD Standard</i> .			
3 Units			
3a All units of measure are metric.			
4 Trade Names			
4a Trade names are not used.			
5 Specification Notes			
5a There are no specification-type notes.			
6 Terminology			
6a The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."			
6b 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.			
7 Information to be included			
7a The project quantities, configurations, dimensions, and construction details are included.			
7b References to future work and elements not in the tender documents do not appear or are kept to an absolute minimum and clearly marked.			

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

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

Specifications			
Item	Verified by	Explanations	Action by
7c Non-restrictive, non-trade name “prescription” or “performance” specifications are used throughout.			
7d The term “Acceptable Manufacturers” is not used.			
7e No sole sourcing has been used.			
7f 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.			
8 Measurement for Payment			
8a Unit prices are used only for work that is difficult to estimate.			
9 Cash Allowances			
9a No cash allowances have been used or if they have, approval from the Departmental Representative has been received.			
10 Miscellaneous Requirements			
10a No paragraphs noted as “Scope of Work” are included.			
10b In Part 1 - General of any section, the paragraphs “Summary” and “Section Includes” are not used.			
11 Specification Coordination			
11a The list of related sections and appendices are coordinated.			
12 Health and Safety			
12a Section 01 35 29.06 – Health and Safety Requirements is included.			
13 Subsurface Investigation Reports			
13a Subsurface investigation reports are included after Section 31.			
14 Prequalifications			
14a 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.			

Specifications			
Item	Verified by	Explanations	Action by
15 Contracting Issues			
15a Contracting issues do not appear in the specifications.			
15b Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).			
16 Quality Assurance			
16a There are no specification clauses with square brackets “[]” or lines “___” indicating that the document is incomplete or missing information.			
17 Signing and Sealing			
17a 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 InstructionsXX
	01 14 25 – Designated Substances ReportXX
	01 35 30 – Health and SafetyXX
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 1st 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 2nd Tier Subfolder

The 2nd 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 3rd Tier Subfolder

The 3rd 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 4th 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 4th 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 4th 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 4th-Tier Subfolders for Specifications

The “Specifications” and “Devis” folders must have 4th 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 4th 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 – Électrique
      08 – Structural - Structurel
      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