



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300

Montréal

Québec

H5A 1L6

Title - Sujet Multidisciplinary Architectural Ser		
Solicitation No. - N° de l'invitation EF930-210401/A		Date 2020-06-22
Client Reference No. - N° de référence du client EF930-210401		Amendment No. - N° modif. 001
File No. - N° de dossier MTC-0-43046 (480)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$MTC-480-15774		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2020-06-19
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-25		Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Address Enquiries to: - Adresser toutes questions à: Bélisle, France		Buyer Id - Id de l'acheteur mtc480
Telephone No. - N° de téléphone (514) 601-1372 ()		FAX No. - N° de FAX (514) 496-3822
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

DEMANDE D'OFFRE À COMMANDES

**SERVICES D'ARCHITECTURE MULTIDISCIPLINAIRE
RÉGION DU QUÉBEC**

Modification 001 :

La présente modification est appliquée à la demande d'offre à commandes.

Supprimer la copie des clauses et conditions, version française en date du 19 juin 2020 et remplacer par la version française révisée en date du 22 juin 2020.

Insérer les clauses et conditions, version anglaise ci-jointe.

Prendre connaissance de la condition supplémentaire (CS-4), incluse à la présente demande - Plan de participation des Autochtones (PPA) – Ressources humaines.

REQUEST FOR STANDING OFFER (RFSO)

**MULTIDISCIPLINARY ARCHITECTURAL SERVICES
QUEBEC REGION**

TABLE OF CONTENTS

Modification 001:

This change is applied to the request for standing offer.

Delete the copy of the clauses and conditions of the request for standing offer (French version) dated June 19, 2020 and replace with the revised French version dated June 22, 2020.

Insert the clauses and conditions, English version attached.

Take note of the additional condition (SC-4) included in this request - Aboriginal Participation Plan (APP) - Human Resources.

REQUEST FOR STANDING OFFER (RFSO)

**MULTIDISCIPLINARY ARCHITECTURAL SERVICES
QUEBEC REGION**

TABLE OF CONTENTS

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)	5
SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES	5
SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	5
SI 3 SECURITY REQUIREMENTS	5
GENERAL INSTRUCTIONS TO PROPONENTS (GI)	7
INTEGRITY PROVISIONS – PROPOSAL	7
GI 1 DEFINITION	8
GI 2 INTRODUCTION	9
GI 3 PROCUREMENT BUSINESS NUMBER	9
GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE	10
GI 5 QUANTITY	10
GI 6 PWGSC OBLIGATION	10
GI 7 RESPONSIVE PROPOSALS	10
GI 8 COMMUNICATIONS - SOLICITATION PERIOD	10
GI 9 OVERVIEW OF SELECTION PROCESS	11
GI 10 SUBMISSION OF PROPOSAL	12
GI 11 PROPOSALS SUBMITTED BY ELECTRONIC MEANS	13
GI 12 EVALUATION OF PRICE	13
GI 13 LIMITATION OF SUBMISSIONS	13
GI 14 LICENSING REQUIREMENTS	14
GI 15 REJECTION OF PROPOSAL	14
GI 16 NOT APPLICABLE	15
GI 17 INSURANCE REQUIREMENTS	15
GI 18 JOINT VENTURE	15
GI 19 LATE SUBMISSIONS	15
GI 20 LEGAL CAPACITY	16
GI 21 DEBRIEFING	16
GI 22 FINANCIAL CAPABILITY	16
GI 23 REVISION OF PROPOSAL	17
GI 24 PERFORMANCE EVALUATION	18
GI 25 PROPOSAL COSTS	18
GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE	18
GI 27 LIMITATION OF LIABILITY	18
GI 28 STATUS AND AVAILABILITY OF RESOURCES	19
GI 29 CODE OF CONDUCT FOR PROCUREMENT – PROPOSAL	19

SUBMISSION REQUIREMENTS AND EVALUATION	20
SRE 1 GENERAL INFORMATION	20
SRE 2 PROPOSAL REQUIREMENTS	20
SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION	21
SRE 4 PRICE OF SERVICES	31
SRE 5 TOTAL SCORE	31
SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST	32
GENERAL PROJECT OBJECTIVES GPO	33
GPO 1.0 PROJECT OBJECTIVES	33
GPO 2 ISSUES	39
PA 1 PROJECT ADMINISTRATION	41
PA 1.1 COORDINATION WITH PWGSC	41
PA 1.2 COORDINATION WITH SUB-CONSULTANTS	41
PA 1.3 GENERAL PROJECT DELIVERABLES	42
PA 1.4 LINES OF COMMUNICATION	42
PA 1.5 MEDIA	42
PA 1.6 MEETINGS	42
PA 1.7 PROJECT RESPONSE TIME	42
PA 1.8 SUBMISSIONS, REVIEWS AND APPROVALS	43
REQUIRED SERVICES RS	44
GENERAL	44
RS 1A PRE-DESIGN SERVICES-DEVELOPMENT (STAGE 1A)	45
RS 1B PRE-DESIGN SERVICES - VERIFICATION (STAGE 1B)	58
RS 2 SCHEMATIC DESIGN	60
RS 3 DESIGN DEVELOPMENT	64
RS 4 CONSTRUCTION DOCUMENTS	68
RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD	72
RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION & POST CONSTRUCTION WARRANTY REVIEW	73
RS 7 RISK MANAGEMENT	79
RS 8 COMMISSIONING THE FACILITY	80
ADDITIONNAL SERVICES (AS)	84
AS 1 CONDITION SURVEY OF EXISTING BUILDINGS	84
AS 2 BILINGUAL CONSTRUCTION DOCUMENTS	84
AS 3 BUILDING INFORMATION MODELING (BIM)	84
AS 4 OTHER ADDITIONAL SERVICES	85
STANDING OFFER PARTICULARS	86
SP 1 GENERAL	86
SP 2 WITHDRAWAL/REVISION	86
SP 3 PERIOD OF THE STANDING OFFER	86

SP 4	CALL-UP LIMITATION -----	87
SP 5	CALL-UP PROCEDURE-----	87
SP 6	CALL-UP RESPONSE TIME-----	89
SP 7	INVOICING-----	89
0220DA	GENERAL CONDITIONS-----	90
GC 1	DEFINITIONS-----	91
GC 2	INTERPRETATIONS-----	93
GC 3	NOT APPLICABLE -----	93
GC 4	ASSIGNMENT -----	93
GC 5	INDEMNIFICATION -----	93
GC 6	NOTICES-----	93
GC 7	SUSPENSION -----	94
GC 8	TERMINATION -----	94
GC 9	TAKING THE <i>SERVICES</i> OUT OF THE <i>CONSULTANT'S</i> HANDS -----	94
GC 10	TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT -----	95
GC 11	NATIONAL OR DEPARTMENTAL SECURITY-----	95
GC 12	RIGHTS TO INTELLECTUAL PROPERTY-----	96
GC 13	CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE -----	100
GC 14	STATUS OF CONSULTANT -----	101
GC 15	DECLARATION BY CONSULTANT -----	101
GC 16	INSURANCE REQUIREMENTS -----	101
GC 17	RESOLUTION OF DISAGREEMENTS -----	102
GC 18	AMENDMENTS-----	103
GC 19	ENTIRE AGREEMENT-----	103
GC 20	CONTINGENCY FEES-----	103
GC 21	HARASSMENT IN THE WORKPLACE -----	103
GC 22	TAXES-----	104
GC 23	CHANGES IN THE <i>CONSULTANT</i> TEAM -----	104
GC 24	JOINT AND SEVERAL LIABILITY-----	105
GC 25	PERFORMANCE EVALUATION - CONTRACT-----	105
GC 26	INTERNATIONAL SANCTIONS-----	106
GC 27	INTEGRITY PROVISIONS - STANDING OFFER-----	106
GC 28	CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER -----	106
GC 29	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)-----	106
0000DA	SUPPLEMENTARY CONDITIONS -----	108
SC 1	LANGUAGE REQUIREMENTS -----	108
SC 2	SECURITY REQUIREMENTS -----	108
SC 3	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT -----	109
SC 4	ABORIGINAL PARTICIPATION PLAN (APP) – HUMAN RESOURCES -----	109

9998DA	TERMS OF PAYMENT-----	110
TP 1	FEES-----	110
TP 2	PAYMENTS TO THE CONSULTANT -----	110
TP 3	DELAYED PAYMENT -----	111
TP 4	CLAIMS AGAINST, AND OBLIGATIONS OF, THE CONSULTANT -----	111
TP 5	NO PAYMENT FOR ERRORS AND OMISSIONS-----	112
TP 6	PAYMENT FOR CHANGES AND REVISIONS-----	112
TP 7	EXTENSION OF TIME -----	112
TP 8	SUSPENSION COSTS-----	112
TP 9	TERMINATION COSTS-----	113
TP 10	DISBURSEMENTS-----	114
9999DA	CONSULTANT SERVICES -----	115
CS 1	SERVICES -----	115
CS 2	STANDARD OF CARE-----	115
CS 3	TIME SCHEDULE-----	115
CS 4	PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS -----	115
CS 5	CHANGES IN SERVICES -----	115
CS 6	CODES, BY-LAWS, LICENCES, PERMITS -----	116
CS 7	PROVISION OF STAFF-----	116
CS 8	SUB-CONSULTANTS-----	116
CS 9	COST CONTROL-----	116
2000DA	CALCULATION OF FEES-----	118
CF 1	FEE ARRANGEMENT(S) FOR SERVICES -----	118
CF 2	PAYMENTS FOR SERVICES-----	118

Appendix A - Team Identification Format

Appendix B - Declaration / Certifications Form

Appendix C - Price Proposal

Appendix D - Doing Business with PWGSC & Addendum Quebec Region

Appendix E - Security Requirements Check List (SRCL)

REQUEST FOR STANDING OFFER (RFSO)

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

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

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

SI 3 SECURITY REQUIREMENTS

At the Request for Standing Offer closing date, the Offeror must hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) ».

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 Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC). Should the successful proponents not have the level of security indicated above, PWGSC shall sponsor the successful proponents to allow CISD to initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful proponents for completion.

N° de l'invitation - Solicitation No.
EF930-210401/A
N° de réf. du client - Client Ref. No.
EF930-210401

N° de la modif - Amd. No.
N° du dossier - File No.
MTC-0-43046

Id de l'acheteur - Buyer ID
MTC-480
N° CCC / CCC No./ N° VME FMS

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.

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Integrity Provisions – Proposal

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

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

GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) invites potential suppliers, which are architectural consulting firms, to submit proposals in response to this request for standing offers.
2. Selected proponents (architectural consulting firms) must provide services as specified in the Services Required (SR) section for projects in the province of Quebec in the following disciplines: architecture, mechanical engineering and / or electrical, structure, and construction.

They must present their team of consultants and key personnel who are certified or may be certified to carry on their activities in Quebec. Proponents must be able to demonstrate that they have successfully provided these services on a wide range of projects in the past ten (10) years. As a general rule, we will assess the company and the team of consultants based on their confirmed understanding of the scope of the services, their approach and their methodology in the provision of these services, the quality of their experience relevant in this sector, as well as the cost of providing said services.

3. PWGSC intends to issue fifteen (15) Standing Offers, each for a term of two (2) years from the date of issue, subject to three (3) option periods of one year each for the province of Quebec.

Services may be required in remote regions such as: Shawinigan, Côte-Nord, Abitibi, Iles de la Madeleine, Nunavut, Schefferville, Gaspésie, etc.

Proponents must have the team available to provide services in a remote area on an occasional basis.

The total estimated value of standing offers for the province of Quebec is estimated at about thirty (30) million\$ in fees and expenses. Individual call-ups will vary, up to a maximum of two (2) million\$ in fees and expenses (taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

4. This procurement is subject to the provisions of the [North American Free Trade Agreement (NAFTA)] [World Trade Organization - Agreement on Government Procurement (WTO-AGP)] [Canada-European Union Comprehensive Economic and Trade Agreement (CETA)] [Canadian Free Trade Agreement (CFTA)]

GI 3 PROCUREMENT BUSINESS NUMBER

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractscanada.gc.ca/>). For non-Internet registration, proponents may contact the Info Line 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 (PWGSC) ». Supply Department
800, de la Gauchetiere west, Suite 7300
Montreal (Quebec) H5A 1L6
France Bélisle, Procurement Specialist
france.belisle@tpsgc-pwgsc.gc.ca
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

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

GI 7 RESPONSIVE PROPOSALS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. To assist interested proponents to better understand the request for standing offer process, PWGSC will host two (2) bilingual bidders conference. Your participation in one of the conferences is voluntary and not mandatory.

The two (2) conferences will take place via the "Zoom" application. It is possible to use Zoom from an internet browser by accessing the site: <https://zoom.us/to>

July 14, 2020 from 1:30 p.m. to 2:30 p.m.

<https://zoom.us/j/91813469668?pwd=Vy93Y0hxM1NvNDFSc0VvSGkwVjRkUT09>

Meeting ID : 918 1346 9668 and Password: 333895

August 13, 2020 from 1:30 to 2:30 p.m.

<https://zoom.us/j/91348399676?pwd=Y1INSEIZYkVZSTRtaTN5N04yN3lWQT09>

Meeting ID: 913 4839 9676 and Password: 708046

Proponents who wish to participate are invited to send their collected questions by email to:
France.belisle@pwgsc-tpsgc.gc.ca before July 8, 2020 for the session scheduled for July 14, 2020 and before August 6, 2020, for the session scheduled for August 13, 2020.

A report on the bidders conferences will be published on the buyandsell.gc.ca website prior to the closing date of this Request for Standing Offer.

2. 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 france.belisle@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.
3. 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.
4. 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) <https://buyandsell.gc.ca/>

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 <https://buyandsell.gc.ca/>;
 - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a " **two separate digital documents**", in which proponents submit the "**technical component**" of their proposal in one document and the "**proposed price**" of the services (price proposal) in a second document (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) PWGSC will notify unsuccessful proponents as soon as possible following the conclusion of the standing offer 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 a proposal, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send their offer electronically to the following location:

PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the solicitation closing date.

The epost Connection system has a limit of 1 GB per individual message displayed and a limit of 20 GB per conversation.

Proposals submitted by fax or on paper will not be accepted.

- 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 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 proposal and the price proposal must be submitted in separate digital document that are easy to recognize, in accordance with the instructions contained in the proposal document. The digital documents shall be submitted in a single package which shall clearly and conspicuously reproducing the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals are 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) <https://buyandsell.gc.ca>. 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 PROPOSALS SUBMITTED BY ELECTRONIC MEANS

You must submit a full technical offer, with a price offer (in separate digital documents) and supporting information to enable a proper assessment to be made. **Paper transmission of proposals by means such as mail or facsimile will not be accepted. Only transmission via epost will 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, to avoid conflicts of interest, real or apparent, an applicant does not include in its bid offering as another member of the consultant team either as 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 at the **Annex A and B**:
 - (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 solidarity liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

Proposals submitted after the date and time set for the closing of the Request for Standing Offers will be declared non-responsive.

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.

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- (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 in the manner identified in GI 10 2. c) of article GI10, 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 Offer (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.

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

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

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The proponent should consider the following format information when preparing the proposal.

1. Submit the proposal electronically by postel, as indicated in paragraph 2.c) of article IG10
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Font size - printing font suggested - "Arial" 10 format or equivalent
4. Margins width - 12 mm left, right, top, and bottom
5. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
6. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
7. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages for the presentation of the proposal, including text and tables, must not exceed thirty-five (35) pages.

The maximum number of pages for CVs relating to the requirements of 3.2.5, must not exceed twenty-four (24) pages.

Excluded from the maximum number of thirty-five (35) pages;

- The CVs relating to the requirements of 3.2.5.
- Cover letter
- Integrity Provisions – Associated Information
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- **Appendix A** - Identification Form
- **Appendix B** - Declaration/Certifications Form
- **Appendix C** - Price Proposal Form

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Team Identification Form(s)

Proponents must complete, sign and submit the following:

1. **Appendix A** - Team Identification Form(s) found in.

Enter the name of the proponent, the main sub-consultants and specialists.

Proponent (prime consultant) :	Architect
Key Sub-consultants / Specialists :	Mechanical engineer Electrical engineer Structural engineer Cost planning specialist Time planning specialist (scheduler)

Information required - name of firm and key personnel to be assigned to this Standing Offer. For the prime consultant and sub-consultants indicate current license number or how you intend to meet the provincial licensing requirements. For the time and cost specialist(s), indicate the name of the firm and the key staff assigned to work on this standing offer, even if these individuals are permanent employees of one of the firms that make up the team.

In the case of a joint venture identify the existing or proposed legal form of the joint venture (Refer to General Instructions - Limitation of Submissions) ref. GI 13 Instruction.

3.1.2 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

1. **Appendix B**, Declaration / Certifications Form as required.

3.1.3 License, Certificate or Authorization

The proponent must be authorized to provide architectural services and must include an approved team, or eligible for accreditation, certified and / or authorized to provide the necessary professional services, to the fullest extent prescribed by the provincial laws of Quebec.

You must indicate your current registration number or how you intend to meet provincial requirements.

3.1.4 Integrity Provisions – Required documentation

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

3.2 RATED CRITERIA

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

3.2.1 Comprehension of the Scope of Services

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

3.2.2 Team Approach / Management of Services

1. What we are looking for:
How the team will be organized in its approach and methodology in the delivery of the Required and Additional Services (RS / AS).
2. What the Proponent should provide:
A description of:
 - a) Roles and responsibilities of key personnel;
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Management and organization (reporting structure);
 - d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - e) Design technologies that the firm will use to develop the design documents;
 - f) Quality control techniques and coordination of design work between all required disciplines;
 - g) The means that the team plans to take to meet the deadlines within the framework of the project;
 - h) Conflicts resolution methods.

3.2.3 Past Experience (Architect - Prime Consultant)

1. What we are looking for:

The proponent must demonstrate that over at least the past ten (10) years it has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required and Additional Services (RS / AS) sections.

The fees related to these projects must be comparable in monetary value to the maximum call-up limit of this standing offer (\$ 2M ±). Comparable projects can also be those with a total construction cost (excluding fees) of less than \$ 10M ±. Any project that exceeds the ten (10) year period will not be evaluated and will be given a score of zero.

2. What the Proponent should provide:

- a) brief description of no more than three (3) projects carried out in the last ten (10) years by the proponent. At least one of these projects must be of the study, analysis or expertise type. At least one of these projects must be linked to office or multipurpose spaces;
- b) for the above projects, indicate the names of the key and project resources who were part of the project team, as well as their different responsibilities, as well as the scope of work and the budget by discipline;
- c) indicate the dates on which the services were provided for the listed projects;
- d) scope of services rendered and objectives, constraints and documents to be produced within the framework of projects;
- e) clients whose name is given as a reference: names, addresses and telephone and fax numbers of managers to contact with clients at the execution level. Reference checks could be performed if necessary.

3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.

4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project including the relative proportions (%) of these.

3.2.4 Past Experience (Sub-Consultants / Specialists)

1. What we are looking for:

The sub-consultants and specialists team must demonstrate that over at least the past ten (10) years it has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required and Additional Services (RS / AS) sections.

The fees related to these projects must be comparable in monetary value to the maximum call-up limit of this standing offer (\$ 2M ±). Comparable projects can also be those with a total construction cost (excluding fees) of less than \$ 10M ±.

Any project that exceeds the ten (10) year period will not be evaluated and will be given a score of zero.

2. What the sub-consultants / specialists should provide:

- a) brief description of no more than three (3) projects carried out in the last ten (10) years by each discipline sub-consultants / specialists identified in Appendix A - part II - Key Sub-consultants. At least one of these projects must be of the study,

analysis or expertise type. At least one of these projects must be linked to office or multipurpose spaces;

- b) for the above projects, indicate the names of the principal and project resources who were part of the project team, as well as their different responsibilities, as well as the scope of work and the budget by discipline;
- c) indicate the dates on which the services were provided for the listed projects;
- d) scope of services rendered and objectives, constraints and documents to be produced within the framework of projects;
- e) clients whose name is given as a reference: names, addresses and telephone and fax numbers of managers to contact with clients at the execution level. Reference checks could be performed if necessary.

In case the same firm includes the services of several disciplines, it will be allowed to propose a maximum of three projects (that conform to the different criteria spelled out) for all the disciplines, on the condition that all the information specific to each discipline required in items a) to e) be clearly identified. In these cases, their respective disciplines and responsibilities as well as their challenges should be clearly identified.

3.2.5 Key Personnel Expertise and Experience - Proponent Team

1. What we are looking for:

A demonstration that the proponent team has senior and project personnel in-house with the capability, capacity and expertise in each area listed in the Required and Additional Services (RS / AS) sections.

2. What the proponent should provide:

- a) Submit a maximum of three (3) curriculum vitae for members of the principal and project resources in the disciplines of architecture, mechanical, electrical and structural. Each curriculum vitae should clearly indicate the number of years of experience of the person targeted in providing the services specified in the Required and Additional Services (SR / SA) section;
 - b) Submit a maximum of two (2) curriculum vitae for senior and project resources from cost and schedule specialists. Each curriculum vitae should clearly indicate the number of years of experience of the person targeted in providing the services specified in the Required and Additional Services (SR / SA) section;
 - c) indicate the number of years of resource experience and the number of years in service of the company;
 - d) specify professional accreditation; and
 - e) achievements and prizes.
3. The members of the personnel identified by the Proponent must be part of the Proponent's organization (see definition of Proponent in General Instructions GI 1). The skills and experience of personnel who are not part of the Proponent's organization (or the Proponent's joint venture) will not be taken into consideration during the evaluation.

3.2.6 Hypothetical Projects

1. What we are looking for:

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

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

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

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

You are not asked to calculate fees for providing services for these hypothetical projects.

3. *Fictitious cases*

Please note that the following hypothetical projects are fictitious cases created for evaluation purposes only. The business lines and project details are provided for the sole purpose of giving the proponent enough of a scenario to allow it to summarize the steps it would take and the methods it would use to solve these problems.

PROJECT 1

We present you the following project statement:

Three different Departments Services are currently occupying rental premises whose leases will expire within 15 months. With the aim of rationalizing the areas of the spaces used and with an objective to reduce operating and maintenance costs, it is proposed to relocate these services to another building.

The building targeted for this fit-up is partially owned by the Crown and part of it is rented to the private sector. It is a high-rise building with communicating common areas, dating from the 1960s, for which some of the renovation work has partially been carried out by the current tenants and which does not seem to all comply with the regulations.

The departments involved are:

- Royal Canadian Mounted Police
- Courts administrative service
- Immigration, Refugees and Citizenship Canada

The functions are mainly administrative but we must also refurbish various premises of a specific nature concerning confidentiality and security (physical protection of premises, external users and employees, technological protection of data, control of people, etc.). The premises to be renovated must be flexible, safe, ergonomic and economical.

The rationalization will involve an increase in the number of users for each of the affected floors of the targeted building.

You are asked to offer all of the following services: RS1A to RS8, AS2 and AS3.

The proposal must, among other things, describe the BIM methods required as a system for organizing and assembling information.

A functional and technical program (FTP) has been prepared by another firm and a revision must be made taking into account the new Activity-Based Workplace (ABW) practices. In this new version of the FTP there are changes in space usage compared to the first version.

The fit-up sites will be partially occupied during construction work and a special schedule must be provided, taking into account the confidentiality and security of future installations.

The service proposal must also include a requirements identification study and analysis of fit-up options.

Identify the following:

- project completion phases;
- criteria to be taken into consideration;
- possible issues to be taken into consideration;
- Various disciplines and specialized services involved in the project;
- Manner in which you will submit the results to the Departmental representative and to the client.

This is a multidisciplinary assignment.

PROJECT 2

In a Crown-owned building, you are urgently asked for a service proposal to carry out an expertise report on the condition of some components and installations of the building and with recommendations for corrective measures.

Issue: Health Canada activities related to biological material analysis are affected by contamination of unknown origin. Preliminary smoke propagation tests and inspections on the condition of the filtration system of some HVAC systems have been made, but no conclusion can be drawn from this since several areas of the building are free from this contamination. It is suspected that there is a deficiency dating from the initial construction of the building related to a code and standards interpretation for which new editions have since been issued. This deficiency could affect the functionality of some electromechanical systems and could be harmful to the health of the occupants.

The manager responsible for the building operation is new to the job and is in urgent need of help because an action plan must be presented to the Department health and safety local committee, to the municipal and provincial authorities, as well as to the media.

Given the expertise that your firm has in the design and construction of several important laboratories, you are asked to propose a concise and efficient game plan, in addition to being able to be quickly and economically implemented.

In your proposal, please detail:

Your mandate approach strategy;

- The various temporary and permanent steps for carrying out the mandate;
- The different disciplines and specialized services that will be involved in the project, as well as the resources proposed to render the services;
- The specific elements of the project, the potential issues to be taken into consideration;
- The analysis required for this project;
- The elements to be considered in a risk management plan for this project;
- The methods of carrying out the project.

This is a multidisciplinary assignment.

PROJECT 3

Your firm has been mandated for a renovation project including a small extension of a heritage building. This project takes place in a historic sector of the capital and is in the design phase. Part of this building will house two Federal Departments while another part will be occupied by a prestigious international organization.

Several technical and functional elements of the original building are outdated (envelope, electromechanical, etc.) and innovative ecological and sustainable development proposals have been incorporated into the new concept.

During the project review of the design stage documents, the PWGSC professional and technical services noted a problem with two electromechanical systems that are proposed in relation to a current standard and which results in requiring a mechanical room much larger than expected. In addition to requiring a major reconfiguration of the space provided for this purpose, this could have an impact on the building extension and on archaeological excavations currently underway on the land adjacent to the building.

The project is sensitive and highly visible and cannot be delayed.

The PWGSC representative is asking you to answer the questions raised by his quality assurance team. How will you respond to this request?

- Explain the situation and indicate the potential issues to be considered;
- Indicate the different disciplines and specialized services that will be involved in the search for a solution.
- What are the important elements of your risk management, mitigation or other elements, in particular concerning costs and deadlines, communication, your technical solution and guaranties.
- Indicate how you will present the results to the Departmental Representative and to the client.

This is a multidisciplinary assignment.

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
3.2.1 Comprehension of the Scope of Services	1,0	0 - 10	0 - 10
3.2.2 Team Approach / Management of Services	1,5	0 - 10	0 - 15
3.2.3 Past Experience (Architect - Prime Consultant)	1,5	0 - 10	0 - 15
3.2.4 Past Experience (Sub-Consultants / Specialists)	1,5	0 - 10	0 - 15
3.2.5 Key Personnel Expertise and Experience - Proponent Team	2,0	0 - 10	0 - 20
3.2.6 Hypothetical Projects	2,5	0 - 10	0 - 25
Total	10,0		0 - 100

Generic Evaluation Table

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

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

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

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

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and will receive no further consideration.

The remaining price proposals are rated as follows:

- The lowest price proposal receives a Price Rating of 100
- The second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth lowest prices receive Price Ratings of 90, 80, 70, 60, 50, 40, 30, 20 and 10 respectively. All other price proposals receive a Price Rating of 0.
- On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue no more than fifteen (15) standing offers for all of the Quebec Region.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- | | |
|--|--|
| • Team Identification Form. | Completed and signed Appendix A. |
| • Declaration / Certifications Form. | Completed and signed Appendix B. |
| • Integrity Provisions Associated Information. | List of directors / owners
(If applicable - Declaration of conviction for an offense, of the Integrity Provisions article of the General Instructions). |
| • Technical Proposal. | Attach the digital document. |
| • Front page of Request for Standing Offer. | Completed and signed. |
| • Front page of Revision(s) to a Request for Standing Offer. | Completed and signed. |
| • Price Proposal Form. | Appendix C – Completed (Excel form document). |

GENERAL PROJECT OBJECTIVES GPO

GPO 1.0 PROJECT OBJECTIVES

Each project brief of a call-up will contain the details relative to the particular objectives of each project; however, the following broader government objectives will apply to all call-ups:

Before starting to provide services, the consultant must see whether the project objectives are subject to any amendments to standards, principles, strategies, acts and regulations. The applicable version is the one that is in effect at the time the project is being executed.

GPO 1.1 PWGSC Standards and Procedures

For standards relating to the service provisions herein please refer to "Doing Business" which is the new document which replaces "Doing Business, Quebec Region" or any latest applicable standards or procedure. The standards and as described in each individual Call-up must be adhered to in conjunction with this scope of services.

GPO 1.2 Design Principles - General

PWGSC (the Department) expects the Consultant to maintain a high standard of architectural design, based upon recognized contemporary design principles. All design elements, planning, architectural, and engineering, must be fully coordinated, and consistent in adherence to good design principles, including the application of integrated design process (IDP) principles. Thus, the consultant team will present a comprehensive and effective approach, implementing strategies that can facilitate subsequent changes to use and occupancy, while meeting user needs and respecting project requirements.

- The level of quality is to be consistent with other Government of Canada Buildings.
- The project is to be implemented in a sustainable environmentally responsible manner.
- Quality of materials and construction methods shall be commensurate with the type of building and the budget. Take into account the global life-cycling of the building.
- Operating costs must be kept to a minimum and reflect the projected operating costs in the cost plan. This is to be achieved by compliance with the Energy Budget, selection of equipment, requiring the minimum of operating personnel, and building finishes for easy maintenance, etc.
- Design for maximum flexibility in immediate and future use of space. Where possible, devise a building grid with column spacing, fenestration and service runs suited to flexible interior space arrangements.
- Involve users and other stakeholders at the start of the project to establish and achieve a common vision, performance priorities, and clearly defined functional, environmental and economic goals and objectives.
- Where appropriate, organize and lead team workshops and partnership sessions for important decisions to generate discussion, assess options and reach consensus.

GPO 1.3 Sustainable Development

The Treasury Board Policy on Management of Real Property requires real property to be managed in an environmentally responsible manner, consistent with the principles of sustainable development. As one of the largest landlords in the country, and given the major impact buildings have on the environment, the federal government is working to reduce the environmental impact of its operations related to real property.

New construction

1. All new building construction must obtain **LEED Platinum** certification or an equivalent level of **Green Globes or Living Building Challenge**, and obtain **WELL Silver** certification or equivalent performance using other recognized standards such as **Fitwel**.

Renovations

2. All buildings subject to major renovations of all areas, must obtain **LEED Gold** certification or equivalent performance using other recognized industry standards such as **Green Globes**.
3. All interior renovations (fit-ups) of 1000 m² and over must obtain **LEED Silver** certification or equivalent performance using other recognized industry standards such as **Green Globes**.
4. For interior layouts of less than 1000 m², develop a balanced strategy that takes into account the sustainability objectives of Real Property (RP).

All major construction and renovation projects over \$ 5M require a full life cycle assessment of the building. To do this, two life cycle analysis meeting the requirements of the **LEED V4** credit in the material and resource section of the certification must be carried out for the main elements of the building (structure and envelope). The first life cycle analysis must be done for a reference building and the second for a proposed building of the same type in the project region.

The objective of carrying out the two analysis is to improve the impacts of the life cycle of the proposed building by 10% compared to a reference building for three categories of environmental impact out of six categories (including global warming) and to demonstrate using life cycle assessment software such as **Athena Sustainable Material Institute** or equivalent. The software and its databases must offer the possibility of evaluating solutions using materials with recycled content or materials with specific data.

The **ISO 14040** and **ISO 14044** standards should be used to produce the life cycle analysis of the reference building and the proposed building. The framework of the system is a cradle to grave study. The lifespan of the building is 60 years.

The sustainable development objectives established in the **LEED** system or other equivalent systems relevant to the real estate components are to be integrated in the context of the design and implementation of projects.

In general, build resilient infrastructure and reduce the impact of infrastructure on the environment:

- Planning must help minimize erosion, environmental damage and the amount of harmful runoff during the construction and operation of the site;
- It is necessary to favor dense development models favoring the conservation of natural spaces, and the versatile use of developed spaces;
- The methods of public transport and active transport with the agglomeration are integrated from the design;

- Landscaping is designed without using invasive species and does not require pest control products or excessive demand for water. These spaces promote the establishment and maintenance of a biodiversity capable of adapting to different seasonal conditions without requiring a sustained maintenance program;
- Where applicable, the design should incorporate rainwater management strategies during heavy rain, such as: temporary water retention systems on the roof, green roofs, landscaped retention basins and favor surface coverings, permeable soils;
- The lot must be arranged when the conditions in the basement allow it so that at least 70% of the built environment, excluding the area under the roof, is permeable or designed to capture runoff so that it infiltrates the site. Waterproofing of surfaces should not be more than 50%. The water from the roofs must be recovered to facilitate its reuse in order to supply the landscaping;
- Heat island reduction measures are integrated and help reduce the impact on the microclimate for human and wildlife habitats. For example, favor the use of materials with a high albedo and provide a canopy that covers 50% of the mineralized surfaces based on growth of 5 years;
- Damaged sites where development is more difficult due to environmental contamination must be rehabilitated according to use and risks to the environment;
- Light transmission outside the building and on site should be reduced to protect the sky in night conditions, reduce the impact of urban lighting on the environment and to improve visibility at night.

1.3.1 Energy Management

The design team should consider the various options possible to achieve the **Federal Sustainable Development Strategy's** (FSDS) environmental and energy targets as well as the action plan that will need to be implemented in the installation (operation and maintenance or minor capital).

The design should optimize the energy performance of the building and the reduction of greenhouse gases (GHG). It is therefore important to demonstrate in percentage of cost savings the difference between the performances of the proposed building with respect to the performance of the reference building. Thus, after having calculated the performance of the reference building according to the **National Energy Code of Canada for Buildings 2011 (NECB)** by the use of computer simulation, the calculated results of the proposed building should represent a higher efficiency of at least the values indicated below in accordance to the type of project, as specified in the **NECB (2011)**:

- 28% for new construction projects;
- 24% for major renovation projects where only the original structure is maintained;
- 12% for half-life renovation projects of buildings where major renovation works are required to the heating, ventilation and air conditioning systems, modification of the envelope or rehabilitation of the interior.

Then, it is necessary to analyze the options to have a building even more efficient than the minimum described above by having a positive NPV over 25 years, bring the building to carbon neutral and find the best value for the crown based on the previous results.

The simulation should be done with a software that conforms to the most recent standard **ASHRAE 140 - Standard Method of Test for the Evaluation of Building Energy Analysis Computer Programs**. In some cases, for less complex mandates and targeting only one system, it will be asked to make simplified calculations manually, or using a recognized software, to demonstrate the profitability of a design choice.

The analysis should consider all of the life cycle costs, which should generate optimal value for the state. In particular, the following should be presented as life cycle costs for each option:

- Capital expenditures with all essential and incidental costs;
- Subsidies and incentives available;
- Operating and maintenance costs, planned repairs, etc. ;
- Replacement cost of equipment during the analysis period;
- Energy and public utility costs (electricity, gas, water, etc.) with any sliding scale; carbon price * based on predicted GHG (CO₂) emissions;
- Recovery values (residual) and / or disposal costs at the end of the analysis period.
- Life cycle costing data:
 - Net present value over 25 years of cost neutrality (with 2% as the discount rate);
 - Establishment of life cycle costs over 25 years (with and without the price of carbon);
 - Simple payback period (return on invested capital).

1.3.2 Water Management

- Reduce water consumption by 20%. To do this, integrate minimally water-consuming equipment or devices (urinals, kitchen and sink taps, shower heads, etc.) according to the requirements of the certification concerned. If applicable, design landscape to be water efficient, as per the **LEED** credits WE 1, 2 and 3 or the credit 02-04-01 of **Boma Best V3**.
- From 2020, evaluate options for reuse of gray water or rainwater in all new major rehabilitation projects. Determine the additional life cycle costs associated with each option.
- From 2021, renovate large buildings so that they use 0.3 m³/m² of drinking water.
- Starting in 2021, install collection and distribution pipes to allow future installation of water reuse systems in all new buildings, as well as in major repairs where possible.
- Beginning in 2021, design new buildings and major repairs so that no potable water is used for irrigation.
- Starting in 2022, design new constructions and carry out major repairs (including in parking lots) to manage runoff from the 70th percentile of precipitation on 90% of the site and to treat runoff from vehicle traffic areas.

1.3.3 Resource Use and Product Selection

- Design must have undergone an assessment for embodied energy, resource consumption and environmental impacts using the Life-Cycle Assessment Model of the **Athena Sustainable Materials Institute**.
- Where available, feasible and meet the performance requirements, products will be specified that meet the requirements necessary for certification by the Environmental Choice (EcoLogo) Program or other equivalent programs.
- Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.
- Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).
- Where available, feasible and meet the performance requirements, products will be specified that contain a minimum 10% of post-consumer recycled product.
- Where feasible, design team will incorporate the concept of "designing for disassembly" to promote reuse and to reduce waste.

1.3.4 Indoor Environmental Quality

- Indoor air quality must meet at least the standards prescribed in Part II of the **Canada Labor Code**, as well as the current edition of the standards of the **American Society of Heating, Refrigerating and Air Conditioning Engineers 62.1-2019** and **55-2017**.
- As far as possible, the **ASHRAE Indoor Air Quality Guide: Best Practice for Design**,

Construction and Commissioning dated 2009 or later should be taken into account in order to promote acceptable indoor air quality.

- The design shall ensure that nothing will generate the accumulation of moisture in the HVAC system or the accumulation of backwater.
- To prevent the risk of mold growth, follow the **Mould Guidelines for the Canadian Construction Industry** from the **Canadian Construction Association's** standard document ACC 82-2004.
- All noxious or unpleasant odours arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced.
- Design options such as CO₂ sensors, humidity sensors, and individual air volume controls shall be examined for their feasibility.
- The project design and finishing materials specified shall be reviewed for their impact on the acoustical quality of the space after fit-up.

1.3.5 Quality of lighting

- Lighting levels shall meet the minimum requirements of the **Canadian Occupational Safety and Health (COSH) Regulations**, the **National Building Code (NBC)**, the **Canadian Electrical Code (CEC)** and **PWGSC's "Office Lighting Standard"**.
- Lighting strategies must be designed to focus on lighting workstation areas while providing enough light in the passages to meet functional requirements.
- Lighting strategies shall be designed to maximize the availability of natural light while effectively addressing the adverse effects of lighting glare (both natural and artificial) on video display terminals (VDTs).
- The most current industry standards for indoor environmental controls for air and light quality shall be specified.
- A photometry test can be requested to demonstrate the expected lighting levels.

1.3.6 Landscape Architecture

The ecological development of sites (earthworks, traffic areas, covering materials, furniture, lighting, signs, plants) must be designed and carried out in accordance with the planning of resilient infrastructures and reducing the impact on the environment, for example for parking lots, water retention basins, green roofs, interfaces with the urban or natural environment, etc.

GPO 1.4 Waste Management

All construction, renovation, demolition, and deconstruction works must have an initial diagnosis of the generation of CRD residues, including the evaluation of the different types of residues generated and their mass quantifications, as well as markup of regional potential recuperators / reusers / recoverers. The potential performance of diversion from landfills must be quantified.

In addition, a residual materials management plan must be deployed. A reference document for establishing this management plan is available in the **NMS**. The section Management and elimination of construction-demolition waste in the **National Master Specifications (NMS)** is a reference to consult and use.

A final performance report should be drawn up to demonstrate that the 90% diversion target for CRD landfills has been met. The final report must include evidence (weigh tickets, etc.) supporting the performance established in the report.

For all Real Property Branch projects where the area exceeds 2,000 m², a solid waste management program must be implemented. This requirement exists by regulation in the province of Ontario and by policy for the rest of Canada. A minimum landfill diversion rate of 75% is to be achieved where local recycling facilities exist. For projects where the area is less than 2,000 m², a preliminary waste management evaluation of the economic feasibility of a waste management program must be carried out.

In addition to the objectives of **LEED** certification, the consultant must ensure the application of the measures to be taken as defined in the areas of interest of the **PWGSC Real Property Sustainable Development Strategy**, particularly with regard to Sustainable Yield and Zero Mission. The relevant applicable measures and the technical description of the strategies will have to be determined during the analysis of the project requirements, particularly with regard to the themes concerning carbon, waste, water, materials and repercussions on the site.

GPO 1.5 Environment

Impact Assessment Act (2019)

All PWGSC projects are subject to the **Impact Assessment Act (2019)**. Where applicable, the impact assessment study will be carried out by a consultant mandated by the PWGSC Environment sector, at the expense of the Department. The consultant appointed through this standing offer may obtain a copy of the report resulting from the impact assessment study so that it may take it into account in carrying out its mandate.

GPO 1.6 Code Compliance

The consultants are responsible for observing standards, codes, legislation, regulations, municipal by-laws and decisions made by authorities having jurisdiction in carrying out the projects. In case of overlap, the most stringent requirements must be applied. The consultants must indicate the other areas of jurisdiction to which the project is subject.

GPO 1.7 Risk Management

A risk management strategy is crucial for PWGSC Project Management and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated product team. Specific services required for project delivery are outlined in Required Services.

GPO 1.8 Health and Safety

The Policy on Occupational Health and Safety (DP 007) states that Public Works and Government Services Canada (PWGSC) acknowledges that any person to whom it gives access to federal government worksites must be protected from any hazard that may cause injury, illness or death.

PWGSC also acknowledges that provincial and territorial occupational health and safety acts and regulations apply to contractors subject to provincial or territorial jurisdiction who are hired to carry out work on Crown-owned or PWGSC-managed assets and lands.

In order to formalize PWGSC's commitment to protect all persons with authorized access to PWGSC-managed or administered construction sites, PWGSC undertakes to

- Ensure that occupational health and safety (OHS) is an integral component of construction project delivery;
- Ensure that construction projects are organized and managed in such a way as to ensure that PWGSC's role is deemed to be that of builder, principal contractor or prime contractor, and to ensure that PWGSC is deemed as having control over the work and activities;
- Reduce risks to the Crown and limit legal liability for PWGSC employees;
- Provide clear direction with respect to roles and responsibilities.

GPO 1.9 Accessibility

It is the policy of the Government of Canada to ensure the accessibility of Crown-owned and leased real property for people with disabilities. PWGSC is committed to making its facilities accessible to persons with disabilities. The [*Treasury Board Accessibility Standard for Real Property*](#) establishes minimum requirements for the accessibility of Crown-owned and leased real property.

GPO 2 ISSUES

GPO 2.1 Major Cost Issues

Issue: Construction cost limitations

Strategy to control cost:

Effective cost estimating and cost control is of prime importance and shall be provided by Professional Quantity Surveyors qualified by a professional association such as the **Canadian Institute of Quantity Surveyors (CIQS)** or the **Association of Quebec Construction Estimators and Economists (AEÉCQ)**. The Class D, C, B and Class A cost estimates shall be submitted in elemental cost analysis format. The applicable standards for presentations are those of ASTM International:

ASTM E1557 - 09(2020)e1	Standard Classification for Building Elements and Related Sitework—UNIFORMAT II
ASTM E2083 - 05(2016)	Standard Classification for Building Construction Field Requirements, and Office Overhead & Profit
ASTM E2168 - 10(2016)	Standard Classification for Allowance, Contingency, and Reserve Sums in Building Construction Estimating
ASTM E2514 - 15	<i>Standard Practice for Presentation Format of Elemental Cost Estimates, Summaries, and Analyses</i>

The project team's cost specialist must be an active participant in the drafting of the estimate and in project cost monitoring. Using his/her experience and skills, the cost specialist may have an influence on project decisions because he/she interprets data and exercises cost control in accordance with the economic parameters established for the project.

The cost specialist's expertise may be required in every project phase.

When an estimate is requested, it should be submitted in the form of a full report. Where applicable, the estimate may be included in the reports of other disciplines for the current project phase concerned.

For certain projects, the breakdown of costs applicable to different funding methods is required and must be presented in the estimates. The need to produce a cost breakdown should be indicated in the call-up project statements and must be validated with the departmental representative. The project-specific cost allocation model will be provided by the departmental representative.

GPO 2.2 Major Time Issues;

Issue: Project Time Management, Planning, and Control

The Time Management, Planning, and Control Specialist (scheduler) shall provide a Project Planning and Control System (Control System) to enable planning, scheduling, project monitoring and progress reporting. He shall also draft a report on Time Management, Planning, and Control (Progress Report). It is required that a fully qualified and experienced Scheduler play a major role in providing services in the development and monitoring of the project schedule.

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

Issue: "out of service time frame"

It is imperative that the out of service time frame for the various projects as a result of construction be minimized as much as possible. Program operations and time frames will govern the particular allotted time frame for construction through the identified Call-Up.

GPO 2.3 Major Operational Issues

Issue: Adjacent Programs

Sustainability of adjacent programs is mandatory and therefore design decisions must be sensitive to that requirement. Additional factors recognized as affecting adjacent programs are the following: reliability of systems and equipment, redundancy to ensure continued operation, and prolonged commissioning issues.

GPO 2.4 Major sustainable development component

Within the context of sustainable development policies and strategies that apply to PWGSC projects, it is probable that some subsequent call-ups require a level of competence and specific certification in this field (LEED or other forms of certification). The proponent's team must be able to provide the services asked for using qualified staff.

GPO2.5 Heritage buildings

At the federal level, there are many buildings with heritage characteristics that must be taken into account for the purposes of the Federal Heritage Buildings Policy throughout the project, from the design to the construction phase. The implementation of the Federal Heritage Buildings Policy is the responsibility of the **Federal Heritage Building Review Office (FHBRO)**. The Standards and Guidelines for the Conservation of Historic Places in Canada, drawn up by Parks Canada, is an indispensable reference. The proponent's team must be able to provide the requested services using qualified employees or hire the services of a firm specializing in the field concerned.

Projects involving work on heritage buildings must be submitted to the Federal Heritage Building Review Office (FHBRO).

DESCRIPTION OF SERVICES

PA 1 PROJECT ADMINISTRATION

INTENT

The following administrative requirements apply during all phases of project delivery.

PA 1.1 COORDINATION WITH PWGSC

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

The Departmental Representative is directly concerned with the project and responsible for its progress. The Departmental Representative is the liaison between the Consultant, Public Works and Government Services Canada and the Client Departments.

Public Works and Government Services Canada administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the Departmental Representative, the Consultant obtains all Federal requirements and approvals necessary for the work.

The consultant shall:

- Carry out services in accordance with project brief and, approved documents and directions given by the *Departmental Representative*.
- Obtain the *Departmental Representative's* written approval before rendering the services of the next stage of the project.
- Ensure all communications carry the PWGSC's Project Title, Project Number and File Number.
- Advise the *Departmental Representative* of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.
- Obtain from the *Departmental Representative*, the most recent versions of the Document Submission Standards; CADD, etc.

PA 1.2 COORDINATION WITH SUB-CONSULTANTS

The Consultant shall:

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

PA 1.3 GENERAL PROJECT DELIVERABLES

When deliverables and mandatory submissions that form part of the required services (RS) include summaries, reports, drawings, specifications, plans, schedules or any other deliverable that is asked for, provide three (3) paper copies of each document and two (2) electronic copies; one (1) copy in PDF format for all of the documents and one (1) copy in DWG format for plans and drawings, in accordance with PWGSC's submission standard.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business, Quebec region" (Appendix 'D') and at project delivery stage as described in each individual Call-up.

Drawings must comply fully with the most recent CADD standard.

PA 1.4 LINES OF COMMUNICATION

Correspond only with the Departmental Representative at the times and in the manner dictated by him. The consultant shall not communicate with the client department unless so authorized in writing by the Departmental Representative.

During construction tender call, Public Works and Government Services Canada conducts all correspondence with bidders and makes the contract award. The consultants are not allowed to communicate with bidders during the construction tender call period. All communications must be directed towards the contracting authority whose name appears in the tender call document (Acquisitions Services).

PA 1.5 MEDIA

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

PA 1.6 MEETINGS

The Departmental Representative may arrange meetings every 2 weeks throughout the entire project development period, for all members of project team, including representatives from:

- Client Department
- Public Works and Government Services Canada
- Consultants

The Consultant shall attend the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

PA 1.7 PROJECT RESPONSE TIME

It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants should be personally available to attend meetings and respond to inquiries within half (½) a day of the Departmental Representative's request, in the locality of the place of the work from the date of the award of the consultant call-up until final inspection and turnover.

The proponent must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services required by a call-up and as outlined in this Standing Offer in a timely fashion.

PA 1.8 SUBMISSIONS, REVIEWS AND APPROVALS

For each call-up, work in progress may be reviewed by the Departmental Representative as well as; but, not limited to the following:

PWGSC in-house services

- Submission Format: Reports, drawings and specifications
- Submissions Schedule: Submissions are reviewed at a time to be arranged. Give 10 days' notice when work will be completed and delivered to the Departmental Representative.
- Expected turnaround time: 2 weeks. •
- Number of Submissions: until approval has been received

Design review committee - client

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days' notice when work will be completed and delivered to the Departmental Representative.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

The departmental representative, the PWGSC professional and technical services team (architecture, design, engineering, environment, etc.) and other quality assurance teams, users or competent authorities may examine the deliverables of the consultant and will be able to provide comments at all stages of the project. The consultant must formally respond in writing to all comments and adjust its documentation until all issues are resolved to the satisfaction of all authorities.

The consultant must obtain written acceptance of the Departmental representative at each stage of the project before proceeding to the next.

REQUIRED SERVICES RS

GENERAL

In this Request for Standing Offer, except where indicated otherwise, the term "Consultant" includes the services of the Proponent and the services of all of its sub-consultants or specialists required to complete its mandate.

In general, the services that the Consultant agrees to provide under this Standing Offer are, but are not limited to:

- **General Office Renovations:** these are essentially renovations within existing government of Canada office buildings requiring full fit-up design services of an architectural and engineering team.
- **Feasibility Studies / Options Analysis:** these are essentially existing Government of Canada buildings, that require studies to determine if and how, reorganised government departments can be best accommodated.
- **Half-Life Refits:** many government buildings are reaching their design life limit and must be refitted to provide accommodation for federal departments for an additional 25 - 30 years. These buildings will require full services from investigation and reports through document preparation and construction surveillance.
- **New Buildings:** these are generally small-scale purpose buildings built as additions or stand-alone on government of Canada owned properties.
- **Partial renovation or building extension:** in general, relates to buildings that must be modified to comply with new client needs or in need of renovation work required in order to comply to updated standards. Full or partial services may be required.
- **Functional and technical programs:** This involves understanding and examining in detail the needs and objectives of a client. These needs will dictate the establishment of criteria for assessing conceptual and other proposed strategic solutions.
- **Project briefs:** these consist of writing descriptions or statements of projects or writing mandates required for obtaining additional services (SA); e.g. laboratory services.
- **Hazardous Material:** It is possible that services to render require interventions on buildings with inherent problems related to mould, lead or asbestos. Consultants must be able to render services related to those inherent conditions.

The Task List of Required Services (RS) is not exhaustive and does not in any way limit the Consultant's professional obligations to perform the tasks required to carry out the mandate within the framework of the project. The various services required will be specified in each call-up.

According to the project brief prepared by the PWGSC Departmental Representative at the time of the call-up, the scope of RS 1 services will be based on section:

- RS 1A - Pre-Design Services - development
or section
- RS 1B - Pre-Design Services - verification

RS 1A Pre-Design Services-development (Stage 1A)

During this stage, one or more of the following documents will be produced:

1. Feasibility studies / options analysis;
2. Functional and technical programs;
3. Implementation strategy and schedule;
4. Building condition reports and performance audits;
5. Building inventory and investigation reports;
6. Sustainable development strategies and report;
7. Hazardous waste disposal strategies and report;
8. **Facility Equipment and Furniture Evaluation Report;**
9. Proximity requirements report;
10. Telecommunications requirements report;
11. Security requirements report;
12. Environmental Clean-up report;
13. Decommissioning report; and / or
14. Order of magnitude cost report.

RS 1 A.1 Feasibility Studies / Options Analysis

1A.1.1 Intent

Feasibility Study:

A report which outlines the research and subsequent analysis to determine the viability and practicability of a project. A feasibility study analyzes economic, financial, market, regulatory, environmental/sustainable and technical issues. The purpose at this stage is to investigate and analyze site conditions, including soil conditions, zoning, bylaws, traffic reports, service capacities, etc. base building support systems, special purpose support systems, and provide recommendations.

Options Analysis:

A design test (in schematic form) for the feasibility study recommendations to determine that the recommendations can be accommodated in a minimum of three (3) distinctly different options.

Cost Estimate:

Complete with class 'D' "Order of Magnitude" costs. (See RS 1.14)

1A.1.2 Scope and Activities

Feasibility Study: (but not limited to)

- Visit the building/site, investigate and analyze the availability and capacity of services needed for the project
- Investigate the requirements for the particular facility, including existing and new technologies;

- • Analyze the project requirements/program;
- • Review all available existing material related to the type of facility;
- Investigate and analyze all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, *National Energy code of Canada for Buildings 2017*, NFPA, Ontario and Québec Occupational Health and Safety, Medical Research Council;
- Evaluate existing facilities including: building envelop, mechanical, electrical and structural systems, functional adaptability, code compliance, hazardous and non-hazardous waste;
- Identify and verify all authorities having jurisdiction over the project;
- Establish a policy for this project to minimize environmental impacts consistent with the project objectives and economic constraints, and the application of the *Canadian Impact Assessment Act (2019) (CIAA)*.
- Prepare recommendations on the feasibility of the project.

Options Analysis (but not limited to)

- Test the feasibility study recommendations on a minimum of three (3) options, schematic (Sketch) only;
- Bubble and flow diagrams;
- Adjacencies and functional relationships;
- Horizontal and vertical stacking relationships; and
- Indication of the preferred option.

Class 'D' Order of Magnitude Cost (for each option)

See RS 1.14.

1A.1.3 Deliverables:

- Comprehensive summary of the existing conditions, feasibility and options analysis including:
- Report on existing base building system elements including their condition, deficiencies and life expectancy;
- Report on existing facility systems requirements;
- Report on all applicable codes, regulation, standards and authorities having jurisdiction;
- Report on environmental impact, sustainability,
- Report on recommendations and options analysis.
- Project brief;
- Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the Department Representative;
- Report on Class 'D' Order of Magnitude Cost for each option.

RS 1A.2 Functional and Technical Programs

1A.2.1 Intent

"A problem well-stated is already half-solved."

Functional and Technical Program:

A written statement which describes various criteria and data for a building (facility) project including design objectives, site requirements and constraints, spatial requirements and relationships, building systems and equipment, facility systems and equipment, and future expandability. The purpose of this stage is to describe the requirements which a building (facility) must satisfy in order to support and enhance human activities. The programming process seeks to answer the following questions:

- What is the nature and scope of the problem?
- What information is required to develop a proper architectural solution to the problem?

- How much and what type of space is needed?
- What space will be needed in the next five to ten years to continue to operate efficiently?

Options Analysis:

A design test (in schematic form) for the functional program recommendations to determine that the recommendations can be accommodated in a minimum of three (3) options.

Cost Estimate:

Complete with class 'D' "Order of Magnitude" costs. (see RS 1.14)

1A.2.2 General

Scope and Activities

In preparing a functional program, the consultant's main task is to examine the client's world in detail so as to define the clients needs and objectives. These requirements will establish criteria for evaluating potential design solutions and other strategic alternatives.

The consultant must understand:

- The impacts of a building's occupants and processes (facilities) on the built environment;
- The social impacts of its program on the community;
- The planning impacts of its function on the local infrastructure.

To prepare a functional program, consultant's shall identify, research, and observe:

- The Users of the proposed building (facility) and their work activities, including:
 - ❖ Function-by-function, room-by-room, or department-by-department activity plans;
 - ❖ Staffing plans;
 - ❖ Special purpose space;
 - ❖ Storage requirements.
- The volume of activity planned for specific facility components, such as:
 - ❖ Throughput (amount of material put through experimentation, analysis);
 - ❖ Flow patterns.

The consultant shall then develop approximate floor areas and technical requirements for the proposed facility, including:

- Details of the space, facility, or of the workstation;
- Special facility equipment or furniture configurations;
- Environmental criteria.

The Consultant shall also advise the client on alternatives, such as the architectural and financial implications of various building options. Functional programs for buildings (facilities) are future oriented - alternative scenarios may be based on high-, medium-, and low-growth projections, or on fast, medium or slow roll-outs of anticipated events. The consultant shall assist the client in assessing the advantages or benefits - and the disadvantages or costs - of each alternative.

1A.2.3 Deliverables:

The final Functional Program is a report which may include (but not limited to):

- The client's philosophy, values, goals, and desired "image";
- Site requirements, such as parking, circulation orientation.
- Explicit space requirements for the future building (facility), including:
 - ❖ Definition of the activities which will take place in each space in the building;

- ❖ The functional relationships of the spaces;
 - ❖ "Bubble" diagrams and flow diagrams;
 - ❖ The size of each of the spaces;
 - ❖ Sketch (schematic) design options;
 - ❖ Special technical requirements of each of the spaces and the building systems;
- Financial requirements and a preliminary "Order of Magnitude" budget;
- Scheduling and time frame for the project;
- Other requirements including:
 - ❖ Regulatory issues such as zoning and building code requirements;
 - ❖ Other requirements from Authorities having Jurisdiction;
 - ❖ Community goals and concerns;
 - ❖ Ecological and environmental concerns;
- A recommended construction delivery method (traditional design-bid-build, design-build, construction management)

RS 1A.3 Implementation Strategy and Schedule

1A.3.1 Intent

The purpose of this stage is detail an implementation strategy to meet the project goals and objectives.

1A.3.2 General

Scope and Activities

The consultant shall provide a detailed implementation strategy and schedule including (but not limited to):

- Prepare a detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals.
- Prepare a project schedule that identifies, in a graphic format such as Critical Path Method (CPM) or Program Evaluation Review Technique (PERT), all activities, milestones including critical deadlines, long lead delivery items and drop dead dates, required for the effective delivery of the project deliverables, including time frames for submissions, reviews and approvals.
- The Implementation Strategy and Schedule described above shall include, but not be limited to the following:
 - ❖ Space acquisition strategy, building master plan;
 - ❖ Decommissioning and environmental clean-up strategy;
 - ❖ Move sequencing;
 - ❖ ~~Swing~~ space requirements;
 - ❖ Procurement of facility equipment and furniture strategy; and
 - ❖ Construction strategy.
- Advise the Department Representative of any changes to the scope that may affect schedule or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.
- Submit the Implementation Strategy and Schedule for review. Revise as required. Resubmit for final approval. The original approved schedule will become the "Baseline" schedule to monitor project progress.
- Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals. Submit weekly Progress Reports identifying completed deliverables, slippage and upcoming activities.

1A.3.3 Deliverables

- Implementation strategy
- Time Plan (Schedule)

RS 1A.4 Building Condition Reports and Performance Audits

1A.4.1 Intent

The purpose of this stage is to evaluate a building asset in order to determine the most appropriate management strategy for the retention, maintenance and/or retrofit / renewal of the facilities in order to satisfy current and future client requirements.

The cyclical review of building assets consists of the performance of a range of major evaluation and analysis studied:

- Asset Management Plans
- Investment Analysis Report (IAR) Studies
- Building Management Plans
- Building Condition Reports (BCR) Level 2
- Building Performance Reviews
- Serviceability

The scope of these cyclical reviews provides, in general terms an examination of inventory performance in five major areas:

- Operational Performance
- Functional Performance
- Financial Performance
- Technical Performance
- Environmental Performance

1A.4.2 General

Scope and Activities

1A.4.2.1 Project Start-up

A Start-Up Meeting will be held at the time and place to be determined by the Department Representative.

- All parties are expected to review and be familiar with the Project Requirements, in preparation for this meeting.
- The Departmental Representative will convene the Project start-up. The meeting introduces all parties involved in the project, facilitates group discussion of the Project Requirements, and ensures that all requirements related to the delivery of the project are fully understood.
- To assist in defining procedures and requirements, the Consultant should provide a list of clarifications and additional information in advance of the meeting.
- The proposed Project Schedule for verification that all milestones are achievable will be reviewed.
- Review of the available list of archival drawings, reports, studies, and other documentation and determine which copies are required. A visit to PWGSC Plan room may be required to determine availability and usefulness.

1A.4.2.2 Research Phase

This phase represents the building pre-inspection review of the existing documentation in order to confirm the range of information available and to identify any missing components

or areas of concern which will require special attention during the next phase Building Survey.

The Consultant will undertake a range of activities including but not limited to:

- review of existing documentation/ evaluation reports on the building physical condition, operational and technical performance
- review of current local, provincial, national building codes, standards and code
- compliance analysis
- review of original and as-built drawings
- review maintenance contracts in place and their levels of service
- interview operations personnel to determine what maintenance is done in house and how frequently by verifying with the log books on hand
- review annual and monthly maintenance plans to ensure that all critical systems are being maintained and tested and to verify that the tests are being carried out.

1A.4.2.3 Surveys Phase

The Consultant team will undertake a detailed review of the current performance conditions of the building with respect to:

- Operational Performance
- Functional Performance
- Technical Performance
- Environmental Performance
- Financial Performance
-

With respect to building maintenance, the consultant will:

- assess the levels of maintenance with respect to equipment meeting its anticipated life cycle
- ensure that maintenance is done to a level so as to avoid critical systems failure that could impact on tenants
- ensure that life protection systems are evaluated for maintenance and testing, including randomly verifying the extinguisher maintenance, riser pressure etc.

The on-site review will be structured in such a manner as to identify and document the inter-relationship of the findings for each specific set of performance criteria as they are affected by other sets of criteria.

1A.4.2.4 Report Development

After the inspection of the facility, the data is analyzed with respect to condition, remaining useful life, code compliance, condition descriptions, and their impact on the functionality of the asset, and priorities for intervention are established. All deferred maintenance, capital renewal project recommendations and the replacement value of each building are calculated and presented in the report, based on local material and labour rates. The final building condition report is provided in two forms. Each building report complete with conditions, recommendations, cost estimates, recommended priorities and an overall facility financial and managerial executive summary is provided to the client in hard copy. PWGSC A&E Services will retain the report and data in electronic format, and will perform upgrades to the data as requested by the client. Reports are easily reprinted, updated and added. Project recommendations may be re-prioritized, and items that have been addressed may be archived, with associated costs removed from the building data with all totals automatically adjusted. As recommendations are carried out, the elements that are repaired or replaced will now have a new useful life attached to them in the updated report. Annually, all projected cost values may be increased to account for inflation.

1A.4.3 Deliverables

1A.4.3.1 Content Plan

This section of the Terms of Reference outlines the format and minimum scope of review to be undertaken in the performance of this building condition study.

The format has been developed in order to provide a direct link with the development of the Asset Management Plan and therefore must be strictly adhered to.

The content plan is divided into seven major divisions and appendices:

1. Executive Summary
2. Project Framework/Introduction
3. Operational Performance
4. Functional Performance
5. Technical Performance
6. Environmental Performance
7. Building Components Summary Tables
8. Appendices
 - a. Annual Building Inspection (ABI)
 - b. Serviceability - Occupant and Facility Profiles
 - c. Sustainable Development Report Card
 - d. Life and Safety Systems Compliance Testing
 - e. Balancing Reports
 - f. Indoor Air Quality Study
 - g. Designated Substances Report
 - h. Environmental Audit
 - i. Accessibility Audit
 - j. Energy Audit
 - k. Other Audits and Studies
 - l. Heritage/FHBRO (Federal Heritage Building Review Office) Report
 - m. Federal Building Initiative
 - n. BCR (level 3)

RS 1A.5 Detailed Investigation Reports

1A.5.1 Intent

The purpose of this stage is to provide a more detailed investigation into aspects of findings and recommendations identified at the Building Condition report (BCR) level.

1A.5.2 General

Scope and Activities

The scope of services may include; but are not limited to:

- Structural analysis and testing;
- Detailed building envelope investigation and testing;
- Detailed air-flow analysis and testing;
- Detailed energy analysis and investigation.

1A.5.3 Deliverables

- Submit the findings of the detailed investigations for review, in a report.
- Revise as required.
- Resubmit for final approval.

RS 1A.6 Sustainable Development Strategies and Reports

1A.6.1 Intent

The purpose of this stage is to research and investigate a wide range of sustainable development strategies including; but, not limited to:

- Recycling and reuse of materials, systems, equipment;
- Procurement of “green” materials;
- Energy reduction and management;
- Waste reduction and management;
- Life-cycle costing, cost benefit analysis.

1A.6.2 General

Scope and Activities

The consultant shall research and investigate sustainable development strategies in the context of the project and make recommendations

- Prepare a detailed inventory of existing non-contaminated materials, systems, equipment identified for reuse or recycling. Include target markets for recycled material and make recommendations. Verify with client department. Revise as required. Obtain approval.
- Investigate and identify potential “green” building materials for the project include sourcing (i.e. In order to meet government objectives sole source is necessary). Verify with client department. Revise as required. Obtain approval.
- Review and analyze the benefits and possible risks resulting from an exceedance of 30% to 50% of the Federal Sustainable Development Strategy target values set at 12% to 28% (depending on the type of project) above the requirements of the National Energy Code for Buildings 2015, The consultant must draw up recommendations for an energy management and energy consumption reduction plan, as well as carry out verifications with the client department, make necessary changes and obtain approvals.
- Develop a non-hazardous and hazardous waste reduction and management plan. Make recommendations, verify with client department. Revise as required. Obtain approval.

Based on the recommendations included in the previous items, perform a cost/benefit and life-cycle costing analysis for the Sustainable Development Strategy for the project.

1A.6.3 Deliverables

- Submit the Sustainable Development Strategy for review, in a report.
- Revise as required.
- Resubmit for final approval.

RS 1A.7 Hazardous Waste Disposal Strategies and Reports

1A.7.1 Intent

The purpose of this stage is to identify hazardous waste disposal issues and recommend strategies for mitigation.

1A.7.2 General

Scope and Activities

The consultant shall research and investigate hazardous waste disposal strategies in the context of the project and make recommendations

- Prepare a detailed inventory of existing contaminated materials, systems, equipment identified for disposal. Verify with client department. Revise as required. Obtain approval.
- Develop a hazardous waste reduction and management plan. Make recommendations, verify with client department. Revise as required. Obtain approval.

Based on the recommendations included in the previous items, perform a cost/benefit and life-cycle costing analysis for the Hazardous Waste Disposal Strategy for the project.

1A.7.3 Deliverables

- Submit the Hazardous Waste Disposal Strategy for review, in a report. Revise as required.
- Resubmit for final approval.

RS 1A.8 Facility Equipment and Furniture Evaluation Report

1A.8.1 Intent

The purpose of this stage is to identify and evaluate existing facility equipment and furniture and to make recommendations for their reuse, recycling, refurbishment and/or replacement.

1A.8.2 General

Scope and Activities

- 1) Prepare a detailed inventory of existing furniture and equipment found in workstations/worksettings, support space and special purpose facility space. Include drawings identifying existing location, layout, and user's name or employee number, if applicable. Verify with client department. Revise as required. Obtain approval.
- 2) Based on parameters developed in conjunction with the Department Representative and the client department, prepare a furniture and equipment evaluation report that assesses the condition of existing furniture and equipment. Assess the current inventory against the client department's functional requirements. Include an examination of the following:
 - Reusing/refurbishing existing furniture and equipment; and/or
 - Procuring new furniture and equipment; and
 - Current technologies and innovative solutions for the total office facility environment.
- 3) Prepare a detailed cost analysis that compares the reuse/refurbishment of existing furniture and equipment, with the purchase of new furniture and equipment. Consideration should be given to cost effectiveness and time frames required for refurbishment of existing furniture and equipment and/or the procurement of new furniture and equipment.

1A.8.3 Deliverables

- Submit (1), (2), & (3) in a report for review.
- Revise as required.
- Resubmit for final approval.

RS 1A.9 Proximity Requirements Reports

1A.9.1 Intent

The purpose of this stage is to research and investigate the proximity requirements of the client for the project.

1A.9.2 General

Scope and Activities

- 1) Examine the effect of the client department's functional requirements and proposed planning alternatives on their proximity requirements including person-to-person, group-

- to-group, section-to-section, etc.
- 2) Prepare proximity diagrams.

1A.9.3 Deliverables

- Submit (1) and (2) for review, in a report.
- Revise as required.
- Resubmit for final approval.

RS 1A.10 Telecommunications Requirements Reports

1A.10.1 Intent

The purpose of this stage is to research and investigate the telecommunications requirements of the client for the project, keeping in mind future requirements for e-government and government-on-line.

1A.10.2 General

Information technology and telecommunications (IT-Telecom) systems cover the following:

- Data Processing;
- Wireless connection;
- Telephony;
- Telecommunications;
- Video conference;
- Multimedia;
- Photocopiers;
- Fax machines.

1A.10.3 Scope and Activities

- 1) Prepare a report that documents the client's telecommunications requirements. Report should include infrastructure and termination requirements.
- 2) Document the effect of the client department's functional requirements and proposed planning alternatives on their current and future telecommunication requirements.

1A.10.4 Deliverables

- • Submit 1) & 2) in a report for review.
- • Revise as required.
- • Resubmit for final approval.

1A.10.5 Description of subsequent services

Except for new building construction, Shared Services Canada (SSC), a federal government IT services specialist, will be responsible for the design, purchase and installation of IT and telecom equipment, as well as the wiring design and installation. This includes the design of the network architecture and of the various computer components and equipment inside the telecommunications spaces.

To complement this, the information technology and telecommunications systems specialist on the consultant team should be able to provide the following services:

- At each stage of the project (RS2 to RS8), plan and organize meetings on IT-Telecom on a regular basis with PWGSC, Shared Services Canada (SSC), clients and other required stakeholders, so as to ensure progressive, diligent and efficient project advancement.
- Design telecommunications spaces (main rooms, secondary rooms, etc.) as well as the openings necessary for the passage of conduits and other cable trays.

- Include physical IT and telecom infrastructure requirements into design documents (plans and specifications).
- Work closely with SSC, PWGSC, occupying departments, etc., to ensure overall coordination of IT-telecom requirements.

RS 1A.11 Security Requirements Reports

1A.11.1 Intent

The purpose of this stage is to research and investigate the security requirements of the client for the project.

1A.11.2 General

Integrated security systems (SSI) cover the following:

- Electronic and physical access control;
- Electronic monitoring systems;
- Cameras (indoor and outdoor);
- Intercommunications and IT system;
- Electrified hardware;
- Fire alarm systems monitoring system.

1A.11.3 Scope and Activities

- 1) Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future security requirements.
- 2) Identify specific security requirements and make appropriate recommendations. Recommend any necessary modifications to the base building and that portion of the building to be occupied by the client department. Assess the impact of these modifications on space, time and budget.

1A.11.4 Deliverables

- Submit 1) & 2) in a report for review.
- Revise as required.
- Resubmit for final approval.

1A.11.5 Description of subsequent services

Except where otherwise indicated, an integrated security systems specialist (SSI) will be mandated by PWGSC to carry out the design and installation of SSI elements.

To complement this, the security systems specialist on the consultant team should be able to provide the following services:

- At each stage of the project (RS2 to RS8), plan and organize meetings on SSI on a regular basis with PWGSC and its SSI specialist, clients and other required stakeholders, so as to ensure a progressive project progress, diligent and efficient.
- Design the spaces and openings necessary for the passage of conduits and other cable trays.
- Include SSI's physical infrastructure requirements into design documents (plans and specifications).
- Work closely with PWGSC and its SSI specialist, occupying departments, etc., to ensure overall coordination of SSI requirements.

RS 1A.12 Environmental Clean-up Reports

1A.12.1 Intent

The purpose of this stage is to research and investigate the environmental requirements of the client for the project.

1A.12.2 General

Scope and Activities

- 1) Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future requirements. Identify environmental requirements and make appropriate recommendations.
- 2) Prepare a Waste Management Plan including all non-contaminated material that is to be reused or recycled whenever possible according to the PWGSC, Construction and Demolition Waste Management Protocol.

1A.12.3 Deliverables

- Submit 1) & 2) in a report for review.
- Revise as required.
- Resubmit for final approval.

RS 1A.13 Decommissioning Reports

1A.13.1 Intent

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

1A.13.2 General

Scope and Activities

- 1) Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future requirements. Identify decommissioning requirements and make appropriate recommendations.
- 2) Prepare a Decommissioning Plan including all stand-alone facility equipment and systems that is to be reused or recycled whenever possible according to the PWGSC and Treasury Board Standards

1A.13.3 Deliverables

- Submit 1) & 2) in a report for review.
- Revise as required.
- Resubmit for final approval.

RS 1A.14 Order of Magnitude "Class D" (Indicative) Cost Reports

1A.14.1 Intent

The purpose of this stage is to provide an indication of the total cost of the project, based on the user's functional requirements to the degree known at the time. It is based on historical cost data for similar work, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size and time. All related factors affecting cost are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the project total cost and completion date. This estimate is used to establish the indicative

estimate required by Treasury Board for Preliminary Project Approval. Expected degree of accuracy: 20%.

1A.14.2 General

Scope and Activities

Cost Planning

Specific tasks may include, but are not limited to:

- Prepare cost plans from project briefs, preliminary concepts or other preliminary information;
- Prepare cost analysis;
- Prepare option analysis and “what if” scenarios;
- Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
- Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible;
- Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.

Cost Estimating

Develop cost estimates of projects:

- Prepare order of magnitude “class D” cost estimates;
- Quantify design and construction costs, contingencies and risks;
- Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
- Investigate and report on life-cycle costs;
- Document all unit pricing, analysis, and valuation.

1A.14.3 Deliverables

Cost Planning

- Cost plans;
- Cost analyses and “what if” scenarios;
- Cash flows;
- Reports on alternative procurement and construction strategies or other project-related issues.

Cost Estimating

- Fully detailed cost estimate. Order of magnitude “class D” accuracy;
- Table clearly identifying the costs that all parties should assume when these are to be shared between clients and PWGSC (for fit-up projects, for example).
- Documentation of the methodology of the estimate and any assumptions made;
- Documentation of all pricing and valuation calculations;
- Reports on investigation of costing alternatives;
- Reports on life-cycle costs.

RS 1B Pre-Design Services - Verification (Stage 1B)

This step will include the following activities:

- Analysis of Project Requirements
- Review of documents, information and all other deliverables of the RS 1A phase, prepared by others and review of the plans, specifications and all other documents of the existing building, where appropriate.

RS 1B.1 Analysis of Project Requirements

1B.1.1 Intent

The purpose of this stage is to ensure the consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provide alternative strategies, presented and received approval on a Project scope, delivery process, schedule and estimate required to deliver a cohesive quality project.

The Consultant must understand of all pre-conceptual studies developed by others and ensure that the information presented is complete and coordinated. He must identify any missing information, contradiction or interrogation resulting from his verification.

If additional or additional information is required by the Consultant for the execution of his mandate, he must notify the Departmental Representative as soon as possible by sending him the required information in writing. Formal approval from the Departmental Representative will be required before the Consultant can go ahead to mandate and obtain the additional services which will be treated as disbursements (i.e. geotechnical, environmental study, etc.).

The Consultant must identify and assess conflicts and problems. He must list the documents received, check them, validate them and list the elements missing at this stage.

The Consultant must provide the Departmental Representative a detailed work plan for the development and production of the documents to be provided at this stage. Following approval by the Departmental Representative, the Consultant may make the necessary changes or produce the missing documents.

This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

1B.1.2 General

Scope and Activities

- Visit the building/site and verify the availability and capacity of services needed for the project
- Attend project start up meeting
- Analyze the project requirements/program
- Review all available existing material related to the project
- Examine the plans, specifications and all other documents of the existing building where appropriate.
- 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 consistent with the project objectives and economic constraints

1B.1.3 Deliverables

- Present a document indicating the documents received, what has been checked and validated and what is missing. Following the approval of the Departmental representative, make the necessary modifications or produce the missing documents. Resubmit for final approval.
- Comprehensive summary of the project requirements/program demonstrating understanding of the scope of work including:
 - written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the Department Representative;
 - Plans of the existing building validated.
 - Description and validation of the proposed elements.
 - Presentation of an action plan for sustainable development applied to the project with timetable, including an overview of the potential strategies to be considered within the framework of the project and a commented LEED NC Platinum level checklist (if applicable) for credits for project.
 - Report on all applicable codes, regulations and standards and on the competent authorities within the framework of the project;
- Confirmed or adjusted project cost and time plans.

RS 1B.2 Review of «Deliverables» of RS 1A-Pre-Design Services-development-Stage 1A (prepared by others)

1B.2.1 Intent

The purpose of this stage is to ensure the consultant reviews and integrates all the pre-design service deliverables developed by others and which are needed to carry out a project of standard quality. The approved result of this stage will become the project scope of services and will be utilized throughout the project to guide delivery.

1B.2.2 General

Scope and Activities

Ensure that the documents produced during the stage of pre-design services (stage RS 1A) prepared by others, including the deliverables mentioned below, are always up to date and have been approved:

1. Feasibility studies / options analysis;
2. Functional programs;
3. Implementation strategy and schedule;
4. Building condition reports and performance audits;
5. Detailed investigation reports;
6. Sustainable development strategies and report;
7. Hazardous waste disposal strategies and report;
8. Facility equipment recommendations report;
9. Proximity requirements report;
10. Telecommunications requirements report;
11. Security requirements report;
12. Environmental Clean-up report;
13. Decommissioning report; and / or
14. Order of magnitude cost report.

For a more detailed description of the documents produced for the pre-design services-development stage, refer to Section RS 1A (stage 1A).

1B.2.3 Deliverables

- Update the deliverables of Pre-Design Services-Development Stage (RS 1A), if required. Submit for review.
- Revise, resubmit for final approval.

RS 2 Schematic Design

RS 2.1 Intent

To translate the project requirements into space perimeters in the most environmentally and sustainable manner. To explore design options and analyze them with respect to priorities and program objectives previously identified. Out of this process, one option will be recommended to proceed to Design Development

RS 2.2 General

Scope and Activities:

- Provide the Departmental Representative with written responses to the review comments made in the previous step (SR1) by the Departmental Representative.
- Obtain written approval from Department Representative for development of schematic design options based on the analysis of the Project Brief;
- Provide at least three (3) alternative design options exploring possible technical and environmental strategies which are viable and have potential for development;
- Analyze each solution with regard to the project goals including cost and schedule;
- Write a preliminary project-description report outlining the various components and system options taking into account, among other things, the recommendations of the impact assessment report according to the **Impact Assessment Act (2019)**;
- Minimize the use of hazardous/toxic materials and products made for endangered or rare species (i.e. tropical hardwoods);
- Recommend one option for further development with all supporting background and technical justifications;
- Verify and ensure compliance with all acts, regulations, codes, standards and municipal regulations applicable to the project design.
- Present a category "C" cost estimate ($\pm 15\%$) for the various options according to the overall summary format and the detailed breakdown by elements of the Uniformat II standard;
- Produce an implementation schedule, including alternative procurement and construction strategies.

RS 2.3 Details

The following is a non-exhaustive list of services in each discipline. Some of the activities listed below may require the efforts of many or all of the professionals. The Consultant must coordinate the various members of his team (this includes sub-consultants and specialized consultants) and is responsible for the execution of all elements of the mandate. The Consultant is responsible for ensuring that all documents produced and information provided are coordinated across all disciplines. Without being limiting, this includes:

2.3.1 Architectural Drawings:

- Site plan showing proposed building outlines, orientation, main accesses and traffic patterns;
- Schematic building plans of alternatives showing relative disposition of main accommodation areas, circulation patterns, numbers of floors, etc.;
- Sketch elevations and sections indicating the basic design approach and aesthetic philosophy;
- Sketch perspectives or massing studies;
- Outside gross building areas and summary of main accommodation areas required and proposed;
- Horizontal and Vertical space relationships.

2.3.2 Structural Drawings:

- Proposed or alternative structural systems including foundation methods, explanatory sketches etc. and a copy of the site report on which the design is based;
- Initial seismic analysis.

2.3.3 Mechanical:

- The schematic design submission shall include a description of specific mechanical requirements and function for each area (room) in the project. Identify any unique or specialized equipment required by the subject facility. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.
- Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
- Identify the volume of outdoor air to be supplied per person.
- Identify the delivery rate of supply air to occupied spaces.
- Identify whether full time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility.
- Identify location of entry point into the building of all mechanical services into the building.
- Identify in square meters the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building.
- Analysis of alternative mechanical schemes at the schematic design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative. Life cycle cost analyses shall be based on a projected building life of 25 years.
- Carry out energy analysis on system alternatives.
- Establish an energy budget for the building and compare it to energy consumption of

other similar buildings. Total energy consumed in the building shall be expressed in kWh/m².

- Provide the following details by discipline:
 - ❖ Heating - Ventilation - Air conditioning:
 - Provide a preliminary estimate of the heating and cooling loads.
 - Indicate the source of energy available and the likely choice.
 - Determine the type of boilers to be used (eg sectional in cast iron, ignitubular, etc.) and provide economic and technical explanations in support of the type chosen.
 - Provide a summary list of mechanical systems that must be connected to the emergency electrical system and give a preliminary estimate of the anticipated loads.
 - Provide technical documentation of the main equipment
 - Indicate the volume of outdoor air to be supplied by ventilation system.
 - Determine the supply air volumes for the occupied areas.
 - ❖ Plumbing:
 - Provide an estimate of the expected domestic water, sanitary sewer and stormwater flow rates and indicate whether the available services can support this. If not, develop a solution.
 - Indicate the pressure and flow of water available.
 - Indicate the type of drainage planned for the roofs.
 - Provide technical documentation of the main equipment
 - ❖ Fire protection:
 - Provide a preliminary estimate of the required water flows and the pressure required. Indicate the source of supply.
 - Request a flow test from the Departmental representative on the two nearest fire hydrants with a report according to NFPA-13. Assume supervision.
 - Indicate the likely classification of risks by type of premises.
 - Indicate if pumping stations will be required.
 - Provide technical documentation of the main equipment
- Provide the following plans with the option recommended for all disciplines:
 - Plans for each service or network.
 - Show the location of the mechanical rooms with the main equipment located
 - Indicate by unilinear diagrams the operating principles of the main systems proposed.
- Provide demolition plans for the existing building:
 - Show the main mechanical equipment to be demolished. Indicate if they have hazardous materials to recover and provide the necessary procedures. Coordinate this work with the environment manager.
 - Indicate the material to be handed over to the Departmental representative.

2.3.4 Electrical:

- Proposed basic electrical systems of significance to the early design.
- Site plan showing location of service entrances.
- Distribution diagram showing single line diagrams to distribution centres.
- Floor plans complete with locations of major electrical equipment and distribution centres.
- Lighting layouts.
- Power outlets.

-
- Ceiling distribution systems for lighting, power and telecommunications.
 - List of standard PWGSC details to be utilized.
 - Telephone rooms, conduits and telecommunication cable systems requirements and layout.
 - Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.
-
- 2.3.5 Commissioning:**
- Define Commissioning Requirements
 - Identify in square meters the area to be provided to maintenance personnel, including storage and workshops for mechanical, electrical and housekeeping.
-
- Define project verification archives (data storage and retrieval system).
- 2.3.6 Sustainable Development:**
- Take into account the elements of sustainable development as listed in RS1, when developing the various design options.
 - Design Schematic Design Options exploring positive environment strategies, taking into account, among other things, the recommendations of the impact assessment report according to the ***Impact Assessment Act (2019)***;
- 2.3.7 Specifications**
- Preliminary outline specification in Unifomat indicating main building components and options for use of “Green” components and systems.
- 2.3.8 Cost Plan**
- Prepare preliminary cost plan from the schematic design;
 - Prepare preliminary cost analysis;
 - Prepare options analysis and “what if” scenarios;
 - Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
 - Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
 - Advise on alternative procurement and construction strategies to create efficiencies wherever possible;
 - Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.
- 2.3.9 Cost Estimate**
- Prepare category “C” cost estimates ($\pm 15\%$) according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard;
 - Quantify design and construction costs, contingencies and risks;
 - Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
 - Investigate and report on life-cycle costs;
 - Document all unit pricing, analysis, and valuation.
-

2.3.10 Time Plan (Schedule)

- Prepare project master schedule;
- Identify potential risks to schedule;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible.

RS 2.4 Deliverables

Provide the following:

- Schematic Design Drawings;
- Plan and elevation drawings of the current conditions of work areas in the case of renovations, re-fits and extensions;
- Preliminary analysis report of current applicable codes, standards, acts and regulations.
- Description of the options with recommendation of preferred solution;
- Waste management report;
- Audit plan and Phase II Waste Division Action Plan;
- Project specification amendment;
- Environmental Design Modification Report;
- Indoor Air Quality Report;
- Cost Plan, including cost analysis, "what if" scenarios, potential risks management table, alternative procurement and construction strategies;
- Class 'C' Cost Estimate, including methodology of the estimate, assumptions made, costing alternatives and life cycle costs;
- Table clearly identifying the costs that all parties should assume when these are to be shared between clients and PWGSC (for fit-up projects, for example).
- Report on deviation from schedule and recommend corrective measures or updated time line.

And, if applicable,

- Studies and global cost analysis reports applied to major electromechanical systems as well as to the building envelope;
- Maintenance cost analysis report for the options evaluated;
- Updating reports (FTP, master plan, etc.) incorporating comments made by the Departmental representative.
- Traffic simulations;
- Updating the LEED NC Platinum level checklist for project credits.
- List of integrated WELL and netZero Carbon principles.

RS 3 DESIGN DEVELOPMENT

RS 3.1 Intent

To further develop one of the options presented at the Schematic Design stage. The Design Development documents consist of drawings and other documents to describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

RS 3.2 General

Scope and Activities:

- Provide in writing to the Departmental Representative the responses to the review comments made in the previous step (RS2) by the Departmental Representative
- Obtain written approval from Departmental Representative for development of one of

- the proposed Schematic design options
- If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required;
- Expand and clarify the Schematic Design intent for each design discipline;
- Present the design materials to the client, design review or other committees as indicated by the Departmental Representative
- Present the design to the government or local authorities where required;
- Ensure coordination of all disciplines' design development;
- Analyze the constructability of the project and advise on the construction process and duration;
- Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on tenants;
- Continue to review all applicable statutes, regulations, standards, municipal regulations, codes and by-laws in relation to the design of the project;
- Provide a list of all NMS sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

And, if applicable,

- Update the LEED process.
- Update the energy analysis.
- Update the code study.
- Present the study to government or local authorities if applicable.

RS 3.3 Details

The following is a non-exhaustive list of services in each discipline. Some of the activities listed below may require the efforts of many or all of the professionals. The Consultant must coordinate the various members of his team (this includes Sub-Consultants and Specialized Consultants) and is responsible for the execution of all elements of the mandate. The Consultant is responsible for ensuring that all documents produced and information provided are coordinated across all disciplines. Without being limiting, this includes:

3.3.1 Architectural and interior design Drawings:

- Floor Plans of each floor showing all accommodation required with room names and calculated areas, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Indicate building grids, modules, etc., and key dimensions;
- Furniture and Equipment plans;
- Cross Sections through the building(s) to show floor levels, room heights, inner corridor or court elevations, etc.;
- Detail Sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods.

3.3.2 Structural Drawings:

- Drawings indicating the proposed structural framing system, structural materials, and other significant or unusual details proposed. Drawings may be separate or incorporated on the Architectural sheets. Include a copy of the site report on which the design is based;
- Update seismic report.

3.3.3 Mechanical:

- Site Plan showing service entrances for water supply, sanitary and storm drains and connections to public utility services, including all key invert elevations;
- Drawings showing preliminary sizing of ventilation, cooling and heating systems showing locations, and all major equipment layouts in mechanical rooms;
- Drawings of plumbing system, showing routing and sizing of major lines and location of pumping and other equipment where required ;
- Drawings of the fire protection systems showing major components;
- Produce preliminary designs based on the approved schematic design. Update the energy analysis and energy budget established at the schematic design stage;
- Update the schedule of requirements;
- Provide information of all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget;
- Analysis of selected equipment and plant with schematics and calculations sufficient to justify the economy of the selected systems;
- Describe the mechanical systems to be provided and the components of each system. Describe the perceived operation of the mechanical systems;
- Explain what operating staff will be needed to operate the building systems and the expected functions of the operation staff;
- Describe the building systems control architecture. Provide preliminary EMCS network architecture, mechanical control schematics, and sequence of operation;
- Explain what acoustical and sound control measures are to be included in the design.

3.3.4 Electrical drawings:

- Provide drawings showing advanced development of the following:
 - ❖ Single line diagram of the power circuits with their metering and protection, including:
 - Complete rating of equipment.
 - Ratios and connections of CT's and PT's.
 - Description of relays when used.
 - Maximum short circuit levels on which design is based.
 - Identification and size of services.
 - Connected load and estimated maximum demand on each load centre.
 - ❖ Electrical plans with:
 - Floor elevations and room identification.
 - Legend of all symbols used.
 - Circuit numbers at outlets and control switching identified.
 - All conduit and wire sizes except for minimum sizes which should be given in the specification.
 - A panel schedule with loadings for each panel.
 - Telephone conduits system layout for ceiling/floor distribution.
 - ❖ Riser diagrams for lighting, power, telephone, IT and telecommunication cable systems, fire alarm and other systems.
 - ❖ Outlet plan, telecom / data / videoconference / TV / cable / etc..
 - ❖ Diagram of security systems.
 - ❖ Elementary control diagrams for each system.
 - ❖ Schedule for motor and controls.
 - ❖ Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting
 - ❖ Electric heating layout and schedule
 - ❖ Provide the following data:

- Total connected load.
- Maximum demand and diversity factors.
- Sizing of standby load.
- Short-circuit requirements and calculations showing the ratings of equipment used.

3.3.5 Commissioning

- Define operational requirements.
- Define Commissioning Requirements.
- Prepare a commissioning Brief describing major commissioning activities for mechanical, electrical and integrated system testing.
- Define and establish project specific archives

3.3.6 Sustainable Development:

- Develop Design and evaluate options exploring positive environment strategies;
- Incorporate the mitigation measures identified in the environmental effects assessment report (EEA); in plans and specifications, if applicable.

3.3.7 Specifications

- Provide a list and draft specification sections of all NMS sections to be used;
- Submit outline specifications for all systems and principle components and equipment;
- Provide in the outline specifications manufacturers literature about principal equipment and system components proposed for use in this project;
- Highlight proposed "Green" materials, components and systems.

3.3.8 Cost Plan

- Update cost plan;
- Highlight changes from preliminary cost plan;
- Include cash flow analysis.

3.3.9 Cost Estimate

- Provide an estimate of category "B" costs ($\pm 10\%$), (substantive).
- Prepare the cost estimate according to the overall summary format and the detailed breakdown by elements of the Uniformat II standard. Produce a breakdown of costs where the amounts are clearly differentiated according to the sources of funding (breakdown for basic building and each of the client departments).
- Highlight changes from class "C" (indicative) cost estimate.

3.3.10 Time Plan (Schedule)

- Update time plan (Schedule);
- Highlight changes to the time plan.

RS 3.4 Deliverables

- Floor plans including all disciplines showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project;
- Two (2) or three (3) building sections;
- Demolition Plans;
- Architectural, structural, engineering, millwork and finishing details to determine choice of materials and finishes;

- Reflected ceiling plans;
- Elevations;
- Interior and/or exterior perspectives;
- Analysis report of applicable codes, standards, acts and regulations that are in effect;
- 3D building models as required;
- Finished and color schemes and samples;
- Outline specifications for all systems and principle components or equipment;
- Updated cost plan and cash flow including the table of potential risk management;
- Class 'B' cost estimate;
- Table clearly identifying the costs that all parties should assume when these are to be shared between clients and PWGSC (for fit-up projects, for example).
- Preliminary construction schedule including long term delivery items;
- Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and its occupants;
- Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
- Commissioning Plan;
- Updated sustainable development strategy report.

And, if applicable,

- Studies and final analysis reports of the overall cost applied to major electromechanical systems (HVAC) as well as to the building envelope;
- Maintenance cost analysis report for the options evaluated;
- Updated code study;
- Updating reports (FTP, master plan, etc.) incorporating comments made by the Departmental representative.
- Operation diagrams for heating, air conditioning and ventilation systems, including the selected renewable energy sources;
- Traffic simulations

RS 4 CONSTRUCTION DOCUMENTS

RS 4.1 Intent

To prepare drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.

- 33% indicates technical completeness of all working documents;
- 66% indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules and specifications;
- 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
- Develop project specific Systems Operations Manual (SOM);
- At each stage and sub-stage, the Consultant is responsible for ensuring that all the documents produced are correctly and completely coordinated between all of the disciplines and specialties involved in the project.
- Follow up on AES review reports following interim filings (33%, 66% and 99%).
- Prepare the execution drawings (which must be coordinated between all the disciplines involved), the specifications and the descriptive estimate advanced to 99%.
- Prepare an estimate prior to the category A tender - 5% contingency reserve - establishing the total cost of the project. Prepare according to the overall summary format and the detailed breakdown by elements of the Uniformat II standard as well as the

- distribution of costs according to the model provided;
- Update the project implementation schedule.
- Final Submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call.

RS 4.2 General

All three stages activities are similar; the progress of project development should correspond to the stage of the intended presentation. The Consultant is responsible for ensuring the perfect coordination of documents between the different disciplines.

Scope and Activities:

- Provide the Departmental Representative with written responses to the review comments made in the previous step (RS3) and in the 33%, 66% and 99% stages by the Departmental Representative.
- Obtain Departmental Representative's approval for Design Development submissions (33%, 66%, 99% and final);
- Confirm format of drawings and specifications;
- Clarify special procedures (i.e. phased construction);
- Submit drawings and specifications at the required stages. (33%, 66%, 99%). Paper copies of plans and specifications. Electronic copies of drawings and specifications, DWG and PDF formats according to the directory structure provided by PWGSC.
- Ensure compliance with codes, standards, legislation and regulations that are in effect and apply to the project;
- Provide written response to all review comments and incorporate them into Construction Documents where required;
- Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
- Update the project time plan (schedule);
- Prepare a final estimate of category "A" ($\pm 5\%$) (pre-tender), according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard at 99% progress and at final deposit.
- Revise specifications on construction materials and processes and confirm that they meet the objectives of sustainable development.
- Produce and submit a final analysis report of applicable laws, regulations, codes and standards in force
- Produce and submit studies and final analysis reports of the overall cost applied to major electromechanical systems as well as to the building envelope;
- Produce and submit the construction waste management plan..

RS 4.3 Details

The following is a non-exhaustive list of services in each discipline. Some of the activities listed below may require the efforts of many or all of the professionals. The Consultant must coordinate the various members of his team (this includes Sub-Consultants and Specialized Consultants) and is responsible for the execution of all elements of the mandate. The Consultant is responsible for ensuring that all documents produced and information provided are coordinated across all disciplines. Without being limiting, this includes:

4.3.1 Technical and Production Meetings

- Production of construction documents at the 33%, 66%, and 99% submissions will be reviewed during the meetings arranged by Departmental Representative and Consultant;
- Representatives from Client Department(s) and PWGSC support staff will be present as arranged by the Departmental Representative;
- Consultant shall ensure that his staff and the sub-consultant representatives attend the

- technical and production meetings as required;
- Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;
- Consultant shall arrange for all necessary data, progress prints, etc.;
- Consultant shall prepare minutes of the meetings and distribute copies to all participants.

4.3.2 Progress Review

As the working drawings are developed, submit drawings, BOMs, details, relevant calculation data, a cost plan and a schedule of the project updated as necessary. In general, the following elements will be used for the review of the progress according to the targeted presentation stage:

Architecture and interior design

- Complete and coordinated drawings (plans, sections, elevations, details, etc.) showing the extent of the interventions and their location on the site.
- Layout of furniture and equipment.
- Signaling plans.

Structure

- Complete and coordinated drawings (plans, sections, details, etc.) showing the extent of the interventions and their location on the site.

Mechanical:

- Flow diagrams, system layouts, equipment selections and sizes, floor plan layouts showing major equipment.
- All major ductwork sized and shown on drawings including layout of all major mechanical and transformer rooms.
- EMCS network architecture, mechanical control schematics, sequence of operation for each mechanical system, electrical control schematics, DDC input/output point schedules.
- Commissioning Plan.
- Update the building load calculation, energy analysis and energy budget.
- Submit at the stipulated progress submission all calculations for mechanical design and equipment selection. Calculations submitted shall not necessarily be reviewed. They are required for record purposes and in certain instances to assist in the understanding and interpretation of designs. Calculations shall be submitted in a format that is legible, neat and easily understandable.
- Specifications and an index of specifications.

Electrical:

- Single-line diagram of the supply circuits and their measurement and protection systems, including:
 - The nominal power of the connected equipment;
 - CT and PT reports and connections;
 - Description of intelligent divisional energy metering;
 - The maximum short-circuit levels used for the design;
 - Identification and capacity of services;
 - The connected load and the maximum expected demand of each distribution center.
- Electrical plans including the following:
 - Elevations of floors and identification of electrical, information technology and telephony premises;
 - The legend of all the symbols used;

- Identification of the numbers of the electrical outlets and control switches circuits;
- The diameter of all conduits and wires, except the maximum diameters which should be mentioned in the estimate;
- A listing of panels indicating the loads of each panel,
- The arrangement of telephone / computer conduits installed in floors / ceilings.
- Distribution diagrams for the wiring of lighting, power supply, telephony, information technology (IT) and telecommunications, fire alarm and other networks.
- Outlet plan, telecom / data / videoconference / TV / cable / etc.
- Diagram of security systems.
- Distribution diagrams for fast charging stations for electric vehicles.
- Basic diagrams of control systems.
- Listing of motors and control devices.
- Lighting layout plan and nomenclature of lighting fixtures showing circuits and containing information on switching and mounting fixtures.
- Location drawing of electric heaters and related nomenclature.
- Provide the following data:
 - Total connected load.
 - Maximum demand and diversity factors.
 - Power of the reserve charge.
 - Requirements and calculations relating to short circuits showing the nominal power of the equipment used.
 - Voltage drop.
- Submit to the presentation of the stipulated progress report all the calculations necessary to carry out the electrical design and establish the choice of equipment. The calculations presented do not necessarily need to be reviewed. They are required for archiving purposes and, in some cases, to facilitate understanding and interpretation of studies. The calculations should be presented in a format that is readable, neat and easy to understand.
- Specifications and an index of specifications.

RS 4.4 Deliverables

- Deliverables are similar at all three stages;
- completeness of the project development should reflect the stage of a submission.

4.4.1 99% Submission:

- The checklist for the submission of construction documents, completed and signed (ref. "Doing business with PWGSC - Manual of documentation and deliverables").
- 99% Commissioning plan and Systems Operations manual;
- One copy of the complete colour schedules, including textures, sheens, super-graphics, colour chips and material samples.
- One copy of site information, soil investigating report, borehole logs, etc.
- One copy of design data, studies, calculations, etc., required by PWGSC Engineering disciplines for final checking and record.
- Copy of the cost plan, including updating the table of potential risk management and the project schedule.
- Updated code study;
- Studies and final analysis reports of the overall cost applied to major electromechanical systems as well as to the building envelope;
- Maintenance cost analysis report for the options evaluated.

4.4.2 Final Submission:

- This submission incorporates all revisions required by the review of the 99% submission. Provide the following:
 - Complete set of originals of the working drawings.
 - Complete sets of original specifications.
 - Estimated category "A" costs ($\pm 5\%$), according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard.
 - Table clearly identifying the costs that all parties should assume when these are to be shared between clients and PWGSC (for fit-up projects, for example).
 - Complete Commissioning Plan
 - Complete set of original Colour Schedule.
 - One set of hazardous materials survey report (provided by Departmental Representative).
- As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification.
- Inspection Authorities Submission (i.e. Municipal Building Departments)
- Submit and obtain approval on plans and specifications required by Inspection Authorities before tender call (i.e. Consultant is to apply for and obtain Building Permit(s)).

RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

RS 5.1 Intent

To obtain and evaluate bids from qualified contractors to construct the project as per the Tender Documents. To award the construction contract according to government regulations, including Federal Rules for Bid Depositories.

RS 5.2 General

Scope and Activities:

- Attend tenderers briefing meeting(s) (i.e. Job Showing)
- Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority
- Provide the Departmental Representative with all information required by tenderers to fully interpret the Construction Documents. The Contracting Authority will issue the addenda to all participants.
- Keep full notes of all inquiries during the bidding period and submit same to Project Manager at the end, for PWGSC records.
- Assist in tender evaluation by providing advice on the following:
 - 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 tenderers capability to undertake the full scope of work.
 - The availability of adequate equipment to carry out the work.
- If PWGSC decides to re-tender the project, provide advice and assistance to the Departmental Representative
- Revise and amend, at your cost, the construction documents to bring the cost of the work within the limits stipulated
- Examine and report on any cost and schedule impact created by the issue of tender / contract addenda

RS 5.3 Deliverables

- Originals of drawings and specifications
- Electronic copies of drawings and specifications. DWG and PDF formats according to the directory structure provided by PWGSC.
- Addenda where needed
- Changes to the documents, if re-tendering is necessary
- Updated cost estimate or schedule.

RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION & POST CONSTRUCTION WARRANTY REVIEW

RS 6.1 Intent

To implement the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

RS 6.2 General

Scope and Activities:

- During the implementation of the project, act on PWGSC's behalf to the extent provided in this Document
- Include addenda in drawings and specifications issued for bid submission purposes and submit "For Construction" drawings and specifications, hard copies of plans and specifications, electronic copies of drawings and specifications, in DWG and PDF format, according to the directory structure provided by PWGSC.
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents
- Keep PWGSC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review
- Ensure compliance with Commissioning Plan, update plan as necessary
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor;
- Interpret the requirements of the Contract Documents;
- Provide cost advice during construction
- Advise the Departmental Representative of all potential changes to scope for the duration of the implementation
- Review the Contractor's submittals
- Prepare and justify change orders for issue by the Departmental Representative
- Indicate any changes or material/equipment substitutions on Record Documents;
- Monitor construction by ensuring the technical applications of the LEED project checklist (if applicable).
- Carry out the energy studies, analysis and simulations required to demonstrate the achievement of the performance requirements under the LEED certification.
- Approve construction materials and systems according to the ecological criteria required in the tender documents.
- Carry out a quality control of the works so as to ensure compliance with the performances required of the sustainable development strategy;
- Monitor the construction waste management plan;
- Check the commissioning during the construction period for all disciplines;
- Ensure that all end-of-project documents / manuals are complete and comply with contractual requirements before transmitting them to the Departmental representative;

- During the twelve (12) month warranty period investigate all defects and alleged defects and issue instructions to the Contractor;
- Update the energy analysis.
- Prepare and post Systems Operating Instructions
- Finalize Systems Operations Manual
- Conduct a final warranty review

RS 6.3 Details

Scope and Activities:

6.3.1 Construction Meetings

- Immediately after contract award arrange a briefing meeting with the Contractor and the Departmental Representatives. 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 2 weeks, commencing with the construction briefing meeting. The meetings should include the job superintendent, Inspector of Construction main sub-subcontractors, affected sub-consultants and Government Services representatives as necessary. Prepare minutes of the meeting and distribute copies to all participants. The Departmental Representative may invite client Departments to attend any of these meetings.

6.3.2 Project Schedule

- Obtain Project Schedule from Contractor with detailed commissioning component shown separately, as soon as possible after contract award and ensure proper distribution.
- Validate that this schedule is realistic and includes sufficient information in terms of critical path of the stages of implementation.
- Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Department concerning any delays.
- Keep accurate records of causes of delays.
- Make every effort to assist the Contractor to avoid delays.

6.3.3 Time Extensions

- Only the Department may approve any request for Time Extensions. Approval will be issued in writing by the Departmental Representative.

6.3.4 Cost Breakdown

- Obtain from the Contractor detail cost breakdown on standard PWGSC form and submit to the Department with the first Progress Claim.

6.3.5 Sub-contractor Changes

- The Contractor is required to use the sub-contractors listed on the tender form unless a change is authorized by the Department. Changes are only considered when they involve no increase in cost. Review all requests for changes of sub-contractors, and submit recommendations to the Departmental Representative.
- When sub-contractors have not been listed on the Tender Form, obtain the list from Contractors not later than 10 working days after date of award.

6.3.6 Labour Requirements

- The Contractor is bound by the Contract to maintain competent and suitable workmen on the project and to comply with the Laws, Rules and obligations concerning Labour Conditions. The Consultant shall inform the Department Representative of any labour

situations that appear to require corrective action by the Contractor.

- The Consultant shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

6.3.7 Bylaw Compliance

- • Ensure that construction complies with applicable bylaws and regulations.

6.3.8 Construction Safety

- The Contractor must comply with provincial occupational health and safety acts and regulations, as well as with all directives pertaining to occupational health and safety on worksites issued by the competent provincial authority;
- Where the construction site is inside an occupied building where it is not possible to relocate federal employees, and the federal employees continue to carry out their regular tasks in the work area, the Contractor must also comply with the Canada Occupational Health and Safety Regulations. In cases of divergence between the regulations, the Contractor must apply the more stringent requirements.
- Fire safety provisions during construction must comply with the version of the National Fire Code (NFC) in effect in the federal government.
- Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction. Notify the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time. Ensure that the Contractor complies with the NFC.

6.3.9 Site Visits

- Provide non-resident construction inspection services. Ensure compliance with contract documents.
- Ensure that qualified persons providing services are fully aware of the technical and administrative requirements of the project and have taken the General Occupational Health and Safety Course for Construction Sites and any other training required under the regulations or set out in the Specifications. Ensure that the individuals comply with the Occupational Health and Safety Regulations.
- Ensure that people comply with health and safety rules.
- Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
- Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at 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.
- Any directions, clarifications or deficiency list shall be issued in writing to PWGSC.

6.3.10 Clarifications

- Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

6.3.11 Progress Reports

- Report to the Department regularly on the progress of the work. Submit weekly reports summarizing the planned activities, detailing the activities that were carried out or not and evaluating the workforce of the construction manager who were present at the site.

6.3.12 Shop Drawings

- On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

- Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
- Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
- Expedite the processing of Shop Drawings.

6.3.13 Inspection and Testing

- Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing
- Ensure all testing is detailed within commissioning plan
- When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.
- Review all test reports and take necessary action with Contractor when work fails to comply with contract.
- Immediately notify Departmental Representative when tests fail to meet project requirements and when corrective work will affect schedule.
- Assist Departmental Representative in evaluating testing firm's invoices for services performed.

6.3.14 Training

- Prior to tender, provide Departmental Representative with recommended list of training to be undertaken
- Ensure all training is detailed within the commissioning plan

6.3.15 Construction Changes

- The Consultant does not have authority to change the work or the price of the Contract. However, the Consultant will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs).
- Changes which affect cost or design concept must be approved by the Department.
- Changes, including those that do not affect the cost of the project, must be described in change orders.
- Write contemplated change notices (CCN) and change orders (CO), which will be sent to the construction manager by the Departmental representative, and justify them using directives.
- Upon approval by the Ministry, ask the contractor to submit a detailed price proposal. Examine the price proposal, then immediately make recommendations to the Department
- The practice of "trade offs" is not allowed.

6.3.16 Contractor's Progress Claims

- Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.
- The claims are made by completing the following forms where applicable:
 - Request for Construction Payment
 - Cost Breakdown for Unit and/or combined Price Contract
 - Cost Breakdown for Fixed Price Contract
- Statutory Declaration Progress Claim
- The Consultant shall review and sign designated forms and promptly forward claims to the Departmental Representative for processing.
- The Consultant shall submit with each progress claim:
 - Updated schedule of the progress of the work.
 - Photographs of the progress of the work.

6.3.17 Materials On Site

- The Contractor may claim for payment of material on site but not incorporated in the work.
- Materials must be stored in a secure place designated by the Departmental Representative.
- A detailed list of materials with supplier's invoices showing the price of each item must accompany a claim, in the part "Price details" of the designated form. The Consultant shall check and verify this list.
- As material is incorporated in the work the cost must be removed from the material list. The Consultant shall check and verify this list.

6.3.18 Acceptance Board

- Inform the Department when satisfied that the project is substantially completed. The Consultant shall ensure that his/her representative, his/her sub-consultant representative, Resident On-Site Reviewer, Contractor and major sub-trades representatives shall form part of the Project Acceptance Board and attend all meetings as organized by the Department.

6.3.19 Interim Inspection

- The Acceptance Board shall inspect the work and the Consultant shall list all unacceptable and incomplete work on a designated form. The Board shall accept the project from the Contractor subject to the deficiencies and uncompleted work listed and priced.

6.3.20 Interim Certificates

- Payment requires completion and signing, by the parties concerned, of the following documents:
 - Interim Certificate of Completion
 - Cost Breakdown for Fixed Price Contract
 - Cost Breakdown for Unit or Combined Price Contract
 - Inspection and Acceptance
 - Statutory Declaration Interim Certificate of Completion
 - Workmen's Compensation Board Certificate.
- Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

6.3.21 Building Occupation

- The Department or Client Department may occupy the building after the date of acceptance of the building by the Acceptance Board. The acceptance date is normally that of the Interim Certificate issued to the Contractor. As of the acceptance date, the Contractor may cancel the Contract Insurance, and the Department or Client Department (as the case may be) assumes responsibility for:
 - Security of the work(s).
 - Fuel and utility charges.
 - Proper operation and use of equipment installed in the project.
 - General maintenance and cleaning of the work(s).
 - Maintenance of the site. (Except any landscaping maintenance covered by the contract.)

6.3.22 Operation and Maintenance Data Manual

- Operation and Maintenance Data Manual: 4 sets of each volume produced by Contractor in accordance with Section 01 91 51 of project specification and verified for completeness, relevance and format by the Architectural, Mechanical and Electrical

Consultants and submitted to PWGSC Departmental Representative prior to interim acceptance or actual start of operation and instruction period, whichever occurs sooner. The Contractor shall retain one copy of each volume for his record and use during the instruction period.

6.3.23 Instruction of Operating Personnel

- Make arrangements and ensure that Department's operating personnel is properly instructed on the operation of all services and systems using the final manuals as reference.
- Consultant to provide training sessions, as required, on the subject of design intent and systems operations. Utilize Systems operations manual for training sessions.

6.3.24 Keys

- Ensure that all keys and safe combinations are delivered to the Departmental Representative and/or the Client Department as applicable.

6.3.25 Final Inspection

- Inform the Departmental Representative when satisfied that all work under the contract has been completed, including the deficiency items. Inspection and Acceptance as a result of the Interim Inspection. The Department reconvenes the Acceptance Board which makes a final inspection of the project. If everything is satisfactory the Board makes final acceptance of the project from the Contractor.

6.3.26 Final Certificate

- The final payment requires completion and signing, by the parties concerned, of the following documents:
 - Final Certificate of Completion
 - Cost Breakdown for Fixed Price Contract
 - Inspection and Acceptance
 - Statutory Declaration Final Certificate of Completion
 - Cost Breakdown for Unit and/or Combined Price Contract
 - Workmen's Compensation Clearance Certificate
 - Hydro Certificate
- Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

6.3.27 Take-over

- The official take-over of the project, or parts of the project, from the Contractor is established by the PWGSC Project Team which includes the Consultant and the Client Department. The date of Interim Certificate of Completion and the Final Certificate of Completion signifies commencement of the 12 month warranty period for work completed on the date of each certificate in accordance with the General Conditions of the Contract.
- Provide Department with original copy of Contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications. Verify their completeness and extent of coverage.
- Investigate any performance defects detected by the Departmental representative during the twelve (12) month warranty period and communicate the appropriate instructions to the construction manager and the Departmental representative.

6.3.28 As-Built and Record Drawings and Specifications

- Following the take-over, obtain as-built marked-up hard copy from the Contractor:
 - Show significant deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change

Orders or from On Site Instructions.

- Check and verify all as-built records for completeness and accuracy and submit to PWGSC.
- Produce Record Drawings (Final drawings) by incorporating as-Built information into project drawings.
- Hard copies of plans and specifications. Electronic copies of drawings and specifications, in DWG and PDF formats, according to the directory structure provided by PWGSC.
- Submit 2 hard copies and 2 electronic copies, with drawings in compliance with the CADD standard, within 8 weeks following the final acceptance of the work.
- Provide a complete set of final shop drawings.

RS 6.4 Deliverables

- Originals of drawings and specifications issued for construction purposes;
- Electronic copies of drawings and specifications, in DWG and PDF formats, according to the directory structure provided by PWGSC.
- 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 when required to clarify, interpret or supplement the Construction Documents
- Archives and final drawings incorporating information's on final Work.
- Interim or Final certificates
- Description of Commissioning Activities
- As built records
- Warranty deficiency list
- Report on Final Warranty Review.

RS 7 RISK MANAGEMENT

Note: This service is applicable to the entire project

RS 7.1 Intent

- The consultant is to provide support to the Departmental Representative in identifying risks throughout the project life cycle and at every stage. See the documents "Doing Business with PWGSC - Documentation and Deliverables Manual v1.0, January 12, 2018" and "Doing Business with PWGSC - Quebec Region ADDENDUM v1.0, June 1, 2018" for "Definitions" and "Control Checklist".

RS 7.2 General

Scope of works

Risk Management Process:

- Identify risk events based on past experience and using proposed checklist or other available lists;
- Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
- Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
- Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
- Implement risk mitigation.

RS 7.3 Products to be delivered:

- Table of potential risk management at stages RS2, RS3 and RS4.

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RS 8 COMMISSIONING THE FACILITY

The Client Commissioning Manager represents the Owner's and User's interests, and is, as such, responsible for quality assurance for all commissioning activities during the development, implementation and post construction stages of the project. The consultant will be responsible for the development, coordination and completion of all commissioning activities during the development, completion and post-construction periods of the project.

Throughout this stage, the Consultant and his representatives on site will work closely with the Commissioning manager, PWGSC and with the Contractor to implement commissioning activities and create useful, well integrated drawings, commissioning plans and checksheets, reports and manuals, in compliance with Contract Documents.

RS 8.1 Itent

- To define the operational and performance requirements of the Owner and User.
- To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents
- To ensure that appropriate and start-up and checkout procedures are employed for components, subsystems, including meaningful documentation for and certification of Quality
- Control reports and techniques under the normal or enhanced basic services and contractual procedures.
- To ensure that the final product meets the specified requirements and the criteria set out in the investment analysis report (I.A.R.).
- To document the operations, maintenance and management requirements, and transferring the completed works to qualified facility operators.
- To minimize the life-cycle operating and maintenance costs.
- To verify that the department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at peak efficiencies, under all normal load conditions, and within the specified energy budget.

RS 8.2 General

Scope and Activities:

- Provide complete documentation on the operations and maintenance requirements
- Prepare Systems Operations Manual (SOM) Manuals and Preventative Maintenance Support System (PMSS)/MMS documentation.
- Co-ordinate staffing, service contracts, and arranging spare parts and special equipment
Contents of O & M Manual shall be in accordance with CP.4 operating and maintenance (O & M) Manuals.
- Carry out various checks and tests to determine if the new facilities function in accordance with the contract documents
- Identify contractor and subcontractor commissioning, PV and testing responsibilities.
- Plan the performance verification (PV) activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the contractor. Maintain detailed development reports and review with the contractor for

- special systems such as EMCS.
- PV inspection forms will be completed for all components, sub-systems, and systems, and a final performance verification report will be submitted to the Commissioning Manager.
- Prepare a training plan for the O&M staff to be trained on the operations of the new facilities.

RS 8.3 Details

Scope and Activities:

8.3.1 Analysis of Project Requirements and Design Development

- Submit an O&M report showing how the design will meet O&M requirements including the following subjects:
 - System selection based on life cycle cost analysis considering energy, maintenance and operational cost.
 - Occupancy during construction.
 - "Phased" construction program.
- O&M Manuals and Systems Operations Manual (SOM)
- Complete design intent prepare SOM. Submit at the end of the design development stage. Provide review comments and conditions for accepting preliminary O& M Manuals.

8.3.2 Construction documents & Tender calls

- O&M (General)
 - In consultation with the Commissioning Manager, continue the assessment which started during the design stage with respect to O&M concerns including staffing, redundancies, spare equipment and extra material, service contracts, preventative maintenance and equipment identification, O&M facilities, the O&M budget. Ensure all review comments provided by the Commissioning Manager are addressed.
 - Incorporate design and performance intent in the construction documents and identify anticipated performance outputs in PV forms
 - Identify contractor and subcontractor commissioning, PV and testing responsibilities.
- Systems Operations Manual
 - Provide all design intent, sequence of operation, etc., for the SOM.
 - Provide emergency start -up/operations/shut-down procedures.
 - Provide Single Line Diagrams of all systems.
 - Provide PMSS/MMS inventory lists and Valve Schedules
 - Provide Service Contract lists
 - Provide Shop Drawing lists.
- Commissioning Specification
 - Use PWGSC disciplinary master specification for commissioning as the basis for the project specifications for commissioning. Complete design information required in the performance verification report forms.
 - Specify detailed performance verification procedures and output, documents, scheduling and reporting requirements.
 - Identify and include in specification all tests to be conducted at manufacturer's plants, on site during construction, installation, commissioning on site and during the operation phase.

- Develop training package for O&M personnel and include in specification as required.

8.3.3 Construction / Installation

- 3 months before substantial completion, assemble, review and approve all commissioning documentation, including check lists, PV report forms, PV procedures, instruments to be used, and instrument calibration, and incorporate relevant data from reviewed shop drawings and installed component data.
- Assemble all certified tests results and incorporate into the O&M manuals.
- Review the selected test instruments which are to be calibrated less than 3 months prior to substantial completion.
- In consultation with the contractor, select the commissioning test instruments.
- The Prime Consultant shall:
 - review contractors compliance with the contract documents
 - witness and certify tests conducted before concealment and start up.
 - verify that each system is completed, safe to operate and ready for start-up.
 - Ensure that all deficiencies are rectified and acknowledge that the installation of components and systems is ready for the commissioning phase.
- Manuals
 - Revise the SOM as construction progresses, ensuring that it reflects the installed Systems.
 - Review for acceptance the contractor's O&M Manuals.
 - Submit all manuals to the Commissioning Manager for review and acceptance. The maintenance manual shall be in accordance with CP-4 standard.
- Training
 - Co-operate with the Commissioning Manager in making necessary arrangement for site O&M staff familiarization. Prepare training material in accordance with CP-5 standard.

8.3.4 Commissioning phase

- Submit a list of the technical staff required to conduct all performance and verification tests for approval by the commissioning manager prior to beginning testing and verification
- Manuals
 - Review the "O & M" Manuals to 100% and submit comments to the Commissioning Manager for approval. Manuals to be in accordance with all modifications to the project.
- Performance Verification
 - Witness that the components, subsystems and systems are tested in accordance with the provisions of the contract documents and ensure all systems meet design intent.
 - Witness all tests and PV procedures and certify same.
 - Provide solutions during the PV process with respect to the variances from the design parameters.
 - In consultation with the Commissioning Manager, instruct the contractor to correct all the deficiencies identified and recorded during the performance verification and adjust or alter the systems to achieve the design parameters. Retest as required.

- In consultation with the Commissioning Manager, and Departmental Representative, recommend taking over of the facility subject to outstanding deficiencies deferred tests during the operational phase.
- Coordinate the training of O&M personnel and conduct training sessions.
- Review all PMSS/MMS nomenclature, devices and submissions prepared by the contractor. Ensure on site implementation and tagging of PMSS/MMS. Prior to Interim Inspection, debrief the Departmental Representative and Commissioning Manager on the commissioning process including training; problems; required changes to systems (with costs) which are outside the contractor's responsibility, but which are deemed necessary to meet project requirements; commissioning procedures and other information, experiences and suggestions for future projects. Submit a report to the Commissioning Manager. Repeat this process when 80% occupancy is achieved.

8.3.5 Post-construction (operation)

- Make recommended revisions to documentation to reflect all changes, modifications, revisions
- and adjustments as finally set upon completion of commissioning. Identify and monitor all deficiencies to be rectified by the contractor prior to the expiration of warranties.

RS 8.4 Standards:

Operating & Maintenance (O&M) Manuals

- The contents & organization of the manuals shall be in accordance with CP.4: Operating & Maintenance Manuals.

Performance Verification Procedures

- The extent of performance verification procedures shall be in accordance with PWGSC generic manuals i.e. MC.5 performance verification report forms & MC.6 performance verification procedures, or Client equivalent requirements
- PWGSC Preventive Maintenance Support System (PMSS) standards 6.17. To be known in future as Maintenance Management System (MMS), or Client equivalent requirements.

ADDITIONNAL SERVICES (AS)

AS 1 CONDITION SURVEY OF EXISTING BUILDINGS

1.1 General

PWGSC's technical services have all of the building plans for most buildings. The consultant must validate them as prescribed previously in the required services. There will be no additional payment for this validation.

1.2 Description of services

1. Additional as-built drawings of existing conditions: During development of the design and the construction plans, additional as-built drawings of the existing building may be needed to provide specific information that is required.
2. Partial or complete as-built drawings of existing conditions: If the building plans were not available. If the plans of important sections of the building were not available or were not in keeping with the existing building.

AS 2 BILINGUAL CONSTRUCTION DOCUMENTS

2.1 Construction documents must be submitted in both official languages.

2.2 Requirements relating to the two official languages:

- The consultant must prepare all construction documents in both official languages of Canada.
- Considering that the two official languages are on an equal footing; none is considered a translation of another.
- The consultant is responsible for the accuracy and completeness of the text, and the consistency of documents. Both versions of the plans and specifications (English and French) will be sealed and signed by the consultants.
- The current practice is to produce a single set of drawings with notes written in French and English, and separate documents in each language for the specifications, the addenda and all other documents needed for tendering reasons such as archive drawings and documents dealing with operations, maintenance and the like.

1.3 For the benefit of some clients or depending on the possible use made of the documents, it may be a requirement in some projects that other documents be drafted in both official languages. This information should be indicated in the Project Statement of Work or by the Departmental Representative.

AS 3 BUILDING INFORMATION MODELING (BIM)

1.1 General

Building Information Modeling (BIM) (called 3D Model) is a digital representation of the configuration, characteristics and, physical and functional attributes of a project, and will be used for the realization of this project.

BIM enables and facilitates an integrated design process (IDP), based on coordinated and reliable digital information on a project, from design to construction. BIM, facilitated by a common data environment, will be used within the framework of this project for the visualization, analysis and communication of project information for all stakeholders (project management team, consultant, client, etc.). It is a common data source that will facilitate decision-making and approval processes, and which will increase the productivity, efficiency and quality of the final product delivered.

The BIM approach should take into account aspects related to this embodiment and be planned and managed adequately in order to support the achievement of the project objectives. In collaboration with the Departmental representative and the client, the consultant must develop a spirit of collaboration that will facilitate the monitoring and coordination of the design and completion of the work.

AS 4 OTHER ADDITIONAL SERVICES

- 4.1 Other additional services may be included, depending on the specific characteristics of the project. See the Project Statement of Work in the Call-up against the Standing Offer.

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

1. 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.
2. Option to extend the standing offer
The Consultant grants to Canada the irrevocable option to extend the term of the standing offer for up to three (3) additional periods of one (1) year under the same conditions. The Consultant agrees that, during the extended period of the Standing Offer, he will be paid in accordance with applicable provisions of the Price Proposal.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days prior to the expiration date of standing offer. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, by an amendment to the standing offer.

3. Hourly rate adjustment

At the time of the option exercise, the rates indicated in the proposal price will be increased or decreased by multiplying the rates by the percentage change in the consumer price index (CPI) at the time of the issuance of the amendment. The reference used is the CPI published by Statistics Canada for Quebec. We will use the most recent average index of the twelve (12) months preceding the date of exercise of the option.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$ 2,000,000.00 (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:

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

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.

The first fifteen (15) suppliers to obtain the best score (90% technical / 10% financial) will be assigned a standing offer number according to their final ranking. The proportion of the budget allocated to each row will be as follows.

In the event that less than fifteen (15) consultants are retained, the % of work to be distributed will be distributed to the successful offerers using the following formula:

13% to the consultant classified 1st;
12% to the consultant classified 2nd;
11% to the consultant classified 3rd;
10% to the consultant classified 4th;
9% to the consultant classified 5th;
8% to the consultant classified 6th;
7.5% to the consultant classified 7th;
7% to the consultant classified 8th;
6% to the consultant classified 9th;

5% to the consultant classified 10th;
4% to the consultant classified 11th;
3% to the consultant classified 12th;
2% to the consultant classified 13th;
1.5% to the consultant classified 14th;
1% to the consultant classified 15th

In case of a refusal of a call-up, the estimated amount for that project will be accounted for in the Standing offer financial envelop for future projects.

- 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 CALL-UP RESPONSE TIME

1. Unless stated otherwise by the Department's Representative, the Consultant must, within a delay of two(2) working days, following a written receipt of the scope of services from the Department's Representative, confirm in writing of his interest to perform the services.
2. Unless stated otherwise by the Department's Representative, the Consultant must submit its financial proposal with a maximum of ten (10) working days, following a written receipt of the scope of services from the Department's Representative.
3. Upon failure to respect the above mentioned delays, Canada may assign the call-up to another Consultant in accordance with the set out order of distribution of the Standing Offer (See clause PO5). Failure to respect the delays or an absence of a response will be considered as the Consultant's refusal to perform the services.
4. Canada reserves the right to withdraw the Standing Offer, including all extension periods from the Consultant as a result for 3 refusals to provide such services from its start date.

SP 7 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.

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.

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.

N° de l'invitation - Solicitation No.
EF930-210401/A
N° de réf. du client - Client Ref. No.
EF930-210401

N° de la modif - Amd. No.
N° du dossier - File No.
MTC-0-43046

Id de l'acheteur - Buyer ID
MTC-480
N° CCC / CCC No./ N° VME FMS

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* 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 Security Requirements

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE No. EF930210401**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - b) Industrial Security Manual (Latest Edition).

SC 3 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.

SC 4 Aboriginal Participation Plan (APP) – Human Resources

Within 60 days of the issuance of a Standing Offer, the firm must provide the contracting authority an Aboriginal Participation Plan – Human Resources (APP) for approval.

Each year, the firm must provide an annual report, one month after the Standing Offer anniversary, describing thoroughly the APP achievements throughout the previous year.

The APP aims to develop long-term capacity and provide lasting and significant socio-economic benefits to Aboriginal professionals and businesses in the fields of architecture and engineering as well as the various specialized professions covered by the standing offer.

The APP must thoroughly describe how the consultant and its subcontractors wish to maximize their commitment toward Aboriginal employees in the fields of architecture, engineering or any other field related to design.

The APP must:

1. Identify Aboriginal employees who are currently part of consultant's team and specify their qualifications and position;
2. Explain its recruitment strategies and incentives to keep other Aboriginal employees within the company.

Aboriginal definition:

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Consult the link below to obtain more information regarding eligibility:

<https://www.aadnc-aandc.gc.ca/eng/1100100033060/1100100033061>

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim

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.

Appendix A - Team Identification Format

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, 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.

I. Prime Consultant:

Firm: Architect

- Name
- Key Individuals and
Provincial professional licensing status

II. Key Sub Consultants:

Firm: Mechanical

- Name
- Key Individuals and
Provincial professional licensing status

Firm: Electrical

- Name
- Key Individuals and
Provincial professional licensing status

Firm: Structural

- Name
- Key Individuals and
Provincial professional licensing status

Firm: Cost Planning Specialist

- Name
- Key Individuals and
Provincial professional licensing status

Firm: Time Planning Specialist

- Name
- Key Individuals and
Provincial professional licensing status

Name _____ Signature _____ Date _____

Appendix B - Declaration / Certifications Form (page 1 of 5)

NAME OF PROPONENT: _____	
Procurement Business Number (PBN) : _____ https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier#600	
Is this a Joint Venture? (Clause ref. IG 18 previously mentioned) : _____ YES _____ NON	
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:	
Other Type of Organization _____ Sole Proprietorship _____ Partnership _____ Corporation	Size of Organization Number of Employees: _____ Graduate Architects-Prof. Engineers: _____ Other Professionals: _____ Technical Support: _____ Other: _____

Appendix B - 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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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)

Appendix B - 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.

Appendix B - Declaration / Certifications Form (page 4 of 5)

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.

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.

Appendix B - 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 per

Appendix C- Price Proposal

“THE PRICE TABLES AND THE INSTRUCTIONS BELOW ARE ATTACHED IN EXCEL FORMAT IN THE REQUEST FOR STANDING OFFER”

INSTRUCTIONS

1. Complete price proposal form and submit with the Proponent's name, Solicitation Number, and "Price Proposal Form" mention.
2. Price proposals are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The proposed hourly rate must be equal to or greater than the hourly rate provided for the items listed next. For example, if the company does not have intermediate personnel, the hourly rate provided must be equal to or higher than the hourly rate indicated for junior personnel. The hourly rate for any category of personnel cannot be \$ 0 or zero. If you do not indicate an hourly rate for each item listed, your proposal will be considered non-responsive.
5. The hourly rates specified in the table will cover the first two (2) years of the duration of the Standing Offer. For services performed during the first, second and third year of extension, rates must be increased or decreased during each exercise of option at the time of the issuance of the amendment, by multiplying the amount of the rates indicated in the standing offer by the percentage change in the consumer price index (CPI) published by Statistics Canada for the province of Quebec. We will use the most recent average index for the period of twelve (12) months preceding the exercise date of the option.
6. Travel time and travel expenses related to the provision of services must be included in the hourly rates within a radius of one of the following designated service centers at the time of call-up:

50 km from the firm's office - office closest to the job site when the consultant has more than one business address;
50 km from Place Bonaventure, Montreal; and
50 km from 1550 avenue d'Estimauville, Quebec.

Travel time and travel expenses related to the provision of services will be reimbursed outside the radius.

For services performed outside a radius of 50 kilometers from the designated service center, travel time and travel expenses will be reimbursed in accordance with the hourly rates specified in **Appendix C** and the **National Joint Council Travel Directive**. The distance is then calculated between the designated service center and the destination address, using the most direct, safe and passable land route.
7. Indicate in column B, the fixed hourly rates for each category of personnel. The ponderation factor in column A will automatically multiply the rates in column B and produce the results in column C. Sub-totals C will automatically be carried over to column A in the Table at the end and will be multiplied by the ponderation factor for each fields/specialists. Results will be added for evaluation purposes.

N° de l'invitation - Solicitation No.
EF930-210401/A
N° de réf. du client - Client Ref. No.
EF930-210401

N° de la modif - Amd. No.
N° du dossier - File No.
MTC-0-43046

Id de l'acheteur - Buyer ID
MTC-480
N° CCC / CCC No./ N° VME FMS

Appendix D – Doing Business with PWGSC & Addendum Quebec Region

Attached – PFD Document

Appendix E – Security Requirements Check List (SRCL)

Attached – PFD Document