

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Consultant Services Division/Division des services
d'experts-conseils
L'Esplanade Laurier
4th floor, East Tower
140 O'Connor Street
Ottawa
Ontario
K1A 0S5

Title - Sujet Conservation Landscape Architecture	
Solicitation No. - N° de l'invitation EP921-202496/A	Date 2020-08-27
Client Reference No. - N° de référence du client 20202496	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FE-183-79033
File No. - N° de dossier fe183.EP921-202496	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fenwick, Wesley	Buyer Id - Id de l'acheteur fe183
Telephone No. - N° de téléphone (613)327-2730 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST National Capital Area (Ottawa) Gatineau Quebec K1A0S5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Conservation Landscape Architectur e SOSA	EN414	EP921	1	LOT	\$	\$	See Herein	



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Canada



Serving
GOVERNMENT,
serving
CANADIANS.

Request for Standing Offers (RFSO)

Heritage Conservation Landscape Architectural Services

IMPORTANT NOTICE:

Offerors must use the epost Connect service provided by Canada Post Corporation to transmit their offer electronically. Offerors must refer to GI 10, Submission of Proposal, and SRE 2, Proposal Requirements, for further information. Due to the nature of the solicitation, transmission of offers by facsimile is not recommended for administrative reasons but offered to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Hard copy (submitted in person or via mail/courier) offers will not be accepted as part of this Request for Standing Offer.

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GI 1 Integrity Provisions - Proposal

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

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 2 Definitions

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

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

"PWGSC Evaluation Board":

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

"Substantial Performance"

The construction work shall be considered to have reached Substantial Performance when;

- a) the construction work or a substantial part thereof has passed inspection and testing and is, in the opinion of the owner, ready for use by the owner or is being used for the intended purposes and
- b) the construction work is, in the opinion of the owner, capable of completion or correction at a cost of not more than
 - i. 3 percent of the first \$500,000;
 - ii. 2 percent of the next \$500,000; and
 - iii. 1 percent of the balance

of the contract amount at the time this cost is calculated.

"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 3 Introduction

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Heritage Conservation Landscape Architectural expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the National Capital Region (NCR).
2. Proponents shall be licensed or eligible to be licensed to practice in the province of Quebec and Ontario. If a Proponent is licensed to practice in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

It is PWGSC's intention to authorize up to four (4) Standing Offers.

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

The Consultant grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year periods under the same conditions and at the rates specified in the Standing Offer. The decision to exercise the option(s) to extend the term is at the sole discretion of Canada.

In the event that Canada decides to exercise an option to extend the Standing Offer period, Canada will notify the Consultant of the decision before the expiry date of the Standing Offer or the previously extended period as the case may be. An amendment to the Standing Offer will be issued by the Contracting Authority to document the extended period.

The total dollar value of all Standing Offers is estimated to be \$7,000,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$1,500,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offer 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 **SOP 5, Call-up Procedure**.

3. This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
4. This solicitation requires Proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposals electronically.

Due to the nature of the solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but is available to Proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Proponents must refer to GI 10 Submission of Proposal and SRE 2 Proposal Requirements of the solicitation document for further information.

Hard copy (submitted in person or via mail/courier) offers will not be accepted as part of this Request for Standing Offer.

GI 4 Procurement Business Number

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

GI 5 Quantity

The level of services and estimated expenditure specified in the Request for Standing Offers 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 Offers 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 Offers 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 Offers. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

GI 8 Communications – Solicitation Period

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offers - cover page at e-mail address wesley.fenwick@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 Offers.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

GI 9 Overview of Selection Process

The Standing Offer selection process is as follows:

- (a) Request for Standing Offers is obtained by proponents through the GETS;

- (b) in response to the Request for Standing Offers, interested proponents should submit the technical component of their proposal in one section and the proposed price of the services (price proposal) in a second section;
- (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 Offers;
- (d) PWGSC may issue a standing offer to the successful proponents;
- (e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

GI 10 Submission of Proposal

GI 10.1 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 GI 17.
2. It is the Proponent's responsibility to:
 - (a) obtain clarification of the requirements contained in the Request for Standing Offers, if necessary, before submitting a proposal;
 - (b) submit a proposal duly completed, in the requested format, on or before the closing date and time set for receipt of proposals;
 - (c) send its proposal only to Public Works and Government Services Canada (PWGSC):
 - (i) Submission by epost Connect, see instructions in GI 10.2.1 below.
 - (ii) In the case of submission by Facsimile, see instructions in GI 10.2.2 below.
 - (d) ensure that the Proponent's name, the solicitation number and description, and solicitation closing date and time are clearly identified; 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 Offers.
3. Hard copy (submitted in person or via mail/courier) proposals will not be accepted as part of this Request for Standing Offers.
4. The technical and price components of the proposal should be submitted in separate sections in accordance with the instructions contained in the solicitation document.
5. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
6. 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 priced proposal or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.

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

GI 10.2 Transmission by epost Connect or Facsimile

1. epost Connect

- (a) Proposals must be submitted by using the epost Connect service provided by Canada Post Corporation
(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).

The only acceptable email address to use with epost Connect for responses to this bid solicitation is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca.

Note: Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in b., or to send proposals through an epost Connect message if the Proponent is using its own licensing agreement for epost Connect.

- (b) To submit a proposal using epost Connect service, the Proponent must either:
 - (i) send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - (ii) send as early as possible, and in any case, at least six (6) business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- (c) If the Proponent sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the epost Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the proposal closing date and time.
- (d) If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.

- (e) The Request for Standing Offers number should be identified in the epost Connect message field of all electronic transfers.
- (f) It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- (g) For proposals transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
 - (i) receipt of a garbled, corrupted or incomplete proposal;
 - (ii) availability or condition of the epost Connect service;
 - (iii) incompatibility between the sending and receiving equipment;
 - (iv) delay in transmission or receipt of the proposal;
 - (v) failure of the Proponent to properly identify the proposal;
 - (vi) illegibility of the proposal;
 - (vii) security of proposal data; or
 - (viii) inability to create an electronic conversation through the epost Connect service.
- (h) The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- (i) Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- (j) A proposal transmitted by epost Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with section GI 10.1.

2. Facsimile

- (a) Proposals may be submitted by facsimile. The only acceptable facsimile number for responses to this Request for Standing Offers issued by PWGSC headquarters is:

Bid Fax: (819) 997-9776
- (b) For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
 - (i) receipt of garbled, corrupted or incomplete proposal;
 - (ii) availability or condition of the receiving facsimile equipment;
 - (iii) incompatibility between the sending and receiving equipment;
 - (iv) delay in transmission or receipt of the proposal;
 - (v) failure of the Proponent to properly identify the proposal;
 - (vi) illegibility of the proposal; or
 - (vii) security of proposal data.

- (c) A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with section GI 10.1.

GI 11 Not Applicable

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 as defined in GI 17.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its Consultant Team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 Licensing Requirements

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

GI 15 Rejection of Proposal

1. Canada may reject a proposal where any of the following circumstances is present:
 - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance

with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;

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

GI 16 Insurance Requirements

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offers documents.
2. No insurance requirement stipulated in the Request for Standing Offers 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 17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
- 2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
- 3. Additional information regarding Joint Venture Procurement Business Number, Offerors should refer to [Supplier Registration Information](#) or InfoLine at 1-800-811-1148.
- 4. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 18 Late Submissions

- 1. Proposals submitted after the date and time set for the closing of the Request for Standing Offers will be declared non-responsive unless they qualify as delayed proposals as described in GI 18.2.
- 2. A proposal received by the specified Bid Receiving Unit after the solicitation closing date and time but before the standing offer award date may be considered, provided the Proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC).

The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.

GI 19 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 20 Debriefing

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offers within fifteen (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 21 Financial Capability

1. The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. 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. 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. 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. 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 22 Revisions to Proposal

Proposals may be revised, withdrawn or resubmitted if done in writing and if received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revised proposal must include a letter 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 section 2. (d) of GI 10.1.

GI 23 Performance Evaluation

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

GI 24 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 Offers. 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 25 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 Request for Standing Offers 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 Request for Standing Offers 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 Request for Standing Offers (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 26 Limitation of Liability

Except as expressly and specifically permitted in this Request for Standing Offers, no Proponent or potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this Request for Standing Offers, 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 27 Status and Availability of Resources

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offers, 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 28 Code of Conduct for Procurement – Proposal

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

GI 29 Bid Challenge and Recourse Mechanisms

- 1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
3. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 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 B - 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 2 Security Requirements

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

Should the successful proponents not have the level of security indicated above, PWGSC will sponsor the successful proponents so its Contract Security Program can initiate procedures for security clearance. The Contract Security Program, by letter, will forward documentation to the successful proponents for completion.

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

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

STANDING OFFER PARTICULARS (SOP)

SOP 1 General

SOP 2 Withdrawal/Revision

SOP 3 Period of the Standing Offer

SOP 4 Call-Up Limitation

SOP 5 Call-Up Procedure

SOP 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.

SOP 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.

SOP 3 Period of the Standing Offer

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

The Consultant grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year periods under the same conditions and at the rates specified in the Standing Offer. The decision to exercise the option(s) to extend the term is at the sole discretion of Canada.

In the event that Canada decides to exercise an option to extend the Standing Offer period, Canada will notify the Consultant of the decision before the expiry date of the Standing Offer or the previously extended period as the case may be. An amendment to the Standing Offer will be issued by the Contracting Authority to document the extended period.

SOP 4 Call-Up Limitation

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,500,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SOP 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; 35% of the business for the top ranked consultant, 28% for the 2nd ranked consultant, 21% for the 3rd ranked consultant, and 16% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:
 - i.
$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non-distributed \%}} \times 100$$
 - ii. The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.
- (b) If a Consultant is approached to provide services, the Consultant must provide Canada an acknowledgement of acceptance or refusal to provide the services within 2 business days. Not respecting the 2 day timeline may result in Canada approaching the next Consultant furthest away from their respective ideal business distribution percentage.
- (c) The Consultant shall submit a proposal for the required scope of services to the Departmental Representative in accordance with the 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.
- (d) 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.
- (e) Fees for services not identified in the Standing Offer and for translation of written deliverables as requested by Canada will be established as follows:
 - i. *Where provided by the Consultant (or a Sub-Consultant named in this Standing Offer) under their own forces:*
 - a. In accordance with the methodology described in sections c. and d. above as appropriate; or,
 - b. Should there be no comparable hourly rate in the Standing Offer for such services, the Departmental Representative and the Consultant will agree to a fair and reasonable hourly rate.
 - ii. *Where provided by a third party Sub-Consultant:* In accordance with TP 10.2 and supported by such detail as requested by the Departmental Representative.

Should the Consultant and Canada be unable to agree to a fair and reasonable rate for any of the above, Canada, in its and absolute discretion, may move to the next Consultant for the call-up of services.

- (f) 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 move to the next Consultant for the call-up of services OR set aside the Standing Offer, both at Canada's sole and absolute discretion.
 - (g) Standing Offer holders not possessing the required security clearance at time of call up, will not be given the request for services and PWGSC will proceed to the next consultant who possesses the required security clearance.
 - (h) The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
2. 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.

TERMS AND CONDITIONS

GENERAL CONDITIONS (GC)

SUPPLEMENTARY CONDITIONS (SC)

TERMS OF PAYMENT (TP)

CONSULTANT SERVICES (CS)

CALCULATION OF FEES (CF)

GENERAL CONDITIONS

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- GC 2 Interpretations**
- GC 3 Assignment**
- GC 4 Indemnification**
- GC 5 Notices**
- GC 6 Suspension**
- GC 7 Termination**
- GC 8 Taking the Services Out of the Consultant's Hands**
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- GC 13 Contracting Authority**
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- GC 29 Code of Conduct for Procurement – Standing Offer**
- GC 30 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 Payments Canada;

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;

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 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 4 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 5 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 6 Suspension

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

Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or

- (b) The Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then the Call-Up shall be terminated by notice given by Canada to the Consultant, in accordance with the terms of GC 7.

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

GC 7 Termination

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

GC 8 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 8.1 (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 8.4, Canada will be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 6. 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 9 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 10 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 11 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 11.10 and GC 11.11 and the provisions of GC 10 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 11.3, 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 11.3 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 11.5 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 11.5 and GC 11.6;
- (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 11.5 and GC 11.6;

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 11.5, GC 11.6 and GC 11.7. 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 11.5, GC 11.6 and GC 11.7 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 11.3 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 8 of the General Conditions, in whole or in part, or if the Consultant fails to disclose any Foreground in accordance with article GC 11.2, 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 11.2, and subject to the provisions of GC 10 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 12 Conflict of Interest and Values and Ethics Codes for the Public Service

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

4. The Consultant acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
 - (a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
 - (b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief, Terms of Reference, 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 13 Contracting Authority

Standing Offer Contracting Authority:

Wesley Fenwick
Supply Specialist
Real Property Contracting Directorate
Public Works and Government Services Canada
wesley.fenwick@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

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 \$1,000,000.00 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 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.

GC 24 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 25 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 26 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. When total points are 85 or higher, a congratulation letter is sent to the Consultant.
 - b. For total points between 51 and 84 a standard "meets expectations", letter is sent to the Consultant.
 - c. For total points 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 total points 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 total points are 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
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The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), will be used by the Departmental Representative to record the performance.

GC 27 International Sanctions

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

GC 28 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 29 Code of Conduct for Procurement – Standing Offer

The Consultant agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

GC 30 Transition to an E-Procurement Solution (EPS)

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

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

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

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 Request for Standing Offers (RFSO).
2. The Consultant's Services during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's Services during construction shall be provided in the language of choice of the Contractor. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the Construction Contract and, thereafter construction and contract administration services will be conducted in the language chosen by the Contractor.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The Consultant should be prepared to provide deliverables (such as reports, studies, investigations, etc.) in both of Canada's official languages. Instructions for these types of deliverables will be specified in the call-up/project's Terms of Reference (ToR).
6. The Consultant Team, including the Prime Consultant, Sub-Consultants and Specialist Consultants shall ensure that the Services being provided in either language shall be to a professional standard.

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

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

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 section Calculation of Fees (CF).
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
 - (i) 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
 - (ii) 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)(i), and
 - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4 (a) was received by the Departmental Representative.
5. Canada may, upon receipt of a notification of claim referred to in TP 4.4 (a), withhold from any amount that is due and payable to the Consultant pursuant to a Call-up the full amount of the claim or any portion thereof.

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

TP 5 No Payment for Errors and Omissions

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

TP 6 Payment for Changes and Revisions

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

TP 7 Extension of Time

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

TP 8 Suspension Costs

1. During a period of suspension of the Services pursuant to **GC 6**, General Conditions, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
3. Payment shall be made to the Consultant for those costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to clause **GC 7**, General Conditions, Canada shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.
2. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses reasonably incurred. The Consultant must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the Consultant for those costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination.
4. The Consultant has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by Canada under **GC 7 Termination**.

TP 10 Disbursements

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

- (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>); 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.

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.

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 to the Services 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 clause **TP 2**, 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 clause **CS 9.3**, Consultant Services and Departmental Responsibilities, have been met.

APPENDIX A

Standing Offer Brief

Heritage Conservation Landscape Architectural Services

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ACRONYMS

AHJ	Authorities Having Jurisdiction
FHBRO	Federal Heritage Buildings Review Office
FLUDTA	Federal Land Use Design and Transaction Approval
FSDS	Federal Sustainable Development Strategy
GoC	Government of Canada
NCC	National Capital Commission
NCR	National Capital Region
NECB	National Energy Code of Canada for Buildings
NILM	National Interest Land Mass
NPMS	National Project Management System
OGD	Other Government Department
PDF	Portable Document Format / Adobe Portable Document Format
PWGSC	Public Works and Government Services Canada
RFP	Request for Proposal
SWOT	Strength, Weakness, Opportunity, Threat
UNESCO	United Nations Educational, Scientific and Cultural Organization

GENERAL PROJECT OBJECTIVES (GPO) (for Call-ups)

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GENERAL PROJECT OBJECTIVES (GPO)

GPO 1 Project Objectives

Each call-up will elaborate on the specific objectives for individual projects; however, the following Federal Government and Public Works and Government Services Canada (PWGSC) Real Property project objectives will apply to all call-ups.

GPO 2 Protecting Heritage Value

1. PWGSC expects the Consultant to demonstrate a high standard of service delivery based upon recognized internationally accepted principles and practices for the Conservation of Cultural Landscapes. The Consultant shall use a Conservation approach specific to the scope of work for the project and the historic designation of the heritage asset. The framework for developing a Conservation approach is outlined in the Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd Edition [Standards and Guidelines]: (<https://www.historicplaces.ca/en/pages/standards-normes.aspx>).
2. The Standards and Guidelines provided distinct but interrelated approaches to the treatment of Cultural Landscapes: preservation, rehabilitation, restoration, or combinations thereof. The process of developing projects must also meet applicable laws, regulations, codes and functional requirements with specific attention to life safety, fire protection, energy Conservation, abatement of hazardous materials, and accessibility for persons with disabilities. A fully integrated design approach must be followed to achieve a coordinated Conservation project.

GPO 3 Strategic Objectives

All design solutions must be optimized through an integrated approach with all disciplines. All design elements, planning, architectural, and engineering, must be fully coordinated and integrated. All presentation material must be of high graphic standards to facilitate understanding by all Stakeholders.

GPO 4 Health & Safety

1. It is necessary that all relevant safety requirements be met during the contract period. Public Works and Government Services Canada (PWGSC) recognizes that any person to whom it grants access to federal government construction sites must be protected from danger or hazards that could cause injury, illness or death. PWGSC also recognizes that provincial or territorial occupational health and safety (OHS) legislation and regulations apply to provincially or territorially regulated contractors hired to perform work on Crown owned or managed land or property.
2. It is the responsibility of all individuals on a PWGSC project site to ensure:
 - a. Familiarity with the Health & Safety requirements and the Site Specific Safety Plan for completing an activity in a safe manner; the Site Specific Safety Plan must be submitted for review prior to the start of work; and
 - b. All reasonable and practical precautions, including implementation of appropriate work practices and engineering controls, have been taken to ensure that the health and safety of no individual is compromised by completion of an activity.
3. It is necessary to consider the impact that compliance with health & safety codes and regulations will have on a Cultural Landscape's Heritage Values. Compliance should be planned and executed in such a manner that character-defining spaces, features and materials should be protected.

4. As a minimum, the following safety issues specific to work on historic structures and fabric shall be respected:
 - a. Access equipment to be best suited for investigation and type of work; certification of operation must be available on site;
 - b. Any survey or documentation equipment that may be a health hazard to any persons either working or visiting the site during Conservation work must be included within the Site Specific Safety Plan. Any certificates or statements from the manufacturers on their inherent safety must be included with this assessment along with any notification of operation on site;
 - c. Ensure quality control and proper coordination throughout all aspects of investigations, analysis, assembly and dismantling of temporary support, scaffolding and shoring systems;
 - d. Ensure that “recognized by industry” procedures and protocols are followed when taking samples of potentially hazardous materials (paint, mortar, etc.);
 - e. Conformance with hazardous material abatement “recognized by industry” standards & procedures are followed; and
 - f. Appropriate Personal Protective Equipment (PPE) shall be worn by everyone entering a PWGSC project site. Anyone entering a PWGSC project site shall wear as minimum PPE:
 - i. CSA approved safety glasses;
 - ii. CSA approved safety boots; and
 - iii. CSA approved and safety hat.

GPO 5 Integrating Sustainable Development and Resiliency to Climate Change

1. Heritage Conservation embraces all actions or processes to safeguard the Character Defining Elements of a Cultural Resource so as to retain its Heritage Value and extend its physical life. This may involve ‘preservation’, ‘rehabilitation’, or ‘restoration’, or a combination of these actions or processes’. In broad terms, Sustainable Development ensures the protection of environmental, economic, and social aspects of a Cultural Resource. Both Heritage Conservation and Sustainable Development thus share common goals and objectives in an effort to protect and limit detrimental impacts to Cultural Resources.
2. Heritage Conservation can itself be a significant strategy to achieving the objectives of environmental sustainability, in particular through the re-use of a Cultural Landscape (site and building including material), and the associated reduction of the effects of development and construction. Other benefits may arise from understanding and reinstating the existing sustainability features specific to a Cultural Landscape that remain appropriate green technologies, such as the use of natural daylight and ventilation (in conjunction with applicable ASHRAE/HVAC guidelines) to reduce operational energy requirements and to improve the exterior environment, or the use of mature vegetation to control sun and wind.
3. The key documents applicable to Sustainable Development and Heritage Conservation work include:
 - a. PSPC Real Property Sustainable Development and Environmental Strategy, June 2018 establishes four long-term strategic goals including Sustainable Performance, Community Integration, Thriving Culture and Client Service Excellence;
 - b. Project GHG Options Analysis Methodology, March 2017 for projects on crown which outlines four design options for an Investment Analysis Report (IAR) for integrating greenhouse gas emissions reductions and their financial impact into Real Property decisions; and
 - c. Standards and Guidelines for the Conservation of Historic Places in Canada, second edition, which includes information on balancing conservation principles and sustainability objectives (<https://www.historicplaces.ca/en/pages/standards-normes.aspx>).
4. The implementation of mitigation measures to withstand the impacts of climate change are also outlined as a top priority in the Federal Sustainable Development Strategy 2016-19. When conserving and retrofitting Cultural Landscapes, all risks imposed on the Cultural Landscape including those attributed to climate change should be identified, prioritized and addressed. For example, the

increased intensity and frequency of extreme weather events due to climate change may result in accelerated degradation of the Cultural Landscape and its component parts. In addition, there may be an increased risk of exposure to water and flooding.

5. The following is a summary of more general strategies that are suitable to both Heritage Conservation and to Sustainable Development:
 - a. Involvement of a multidisciplinary team in an Integrated Design Process that includes Conservation and sustainability expertise early and repeatedly in an iterative design process;
 - b. Finding a sustainable and appropriate use, or one that will not require excessive alterations or additions to otherwise sound structures and materials;
 - c. Focus on a wider understanding of sustainability, which includes greenhouse gas emissions and waste reduction, water conservation, use of sustainable materials, onsite renewable energy generation and user health and wellness.
 - d. Understanding and documenting baseline sustainable performance of the cultural resources as the basis for planning upgrades;
 - e. A lifecycle analysis approach to property management and project planning;
 - f. Careful consideration of new technologies for improving sustainable performance, that is ones that are physically, visually and conceptually compatible with the cultural resource and have been tested for their performance in similar conditions including similar construction, climate zone, etc.;
 - g. Integrating existing sustainable features in new design;
 - h. Following principles of minimum intervention in maintenance, repair and adaptation;
 - i. Designing durable upgrades or additions with a compatible service life to the cultural resource;
 - j. Identifying, prioritizing and mitigating vulnerabilities associated with climate change to ensure resilience of cultural resources to climate change; and
 - k. Consideration of post (project) implementation operations, including commissioning, re-commissioning, inspections, maintenance and monitoring, which are critical to maintaining and improving sustainable performance and protection of Heritage Character.
6. PWGSC expects the Consultant to integrate sustainable development practices and principles into the development of the Conservation Approach and apply this throughout all phases of the project.

GPO 6 Balancing Code Compliance

While necessary to meet current code requirements in the case of a major Conservation project, consideration also needs to be given to the impact that code compliance may have on Heritage Value. Compliance should be planned and implemented in such a manner that Character Defining spaces, features and materials are preserved, following a minimal intervention approach. In order to do this, it may be necessary to demonstrate compliance with the intent rather than the strict letter of the code. Special coordination with authorities having jurisdiction will be required. Most modern codes allow for alternative approaches and reasonable variance to achieve compliance.

GPO 7 Risk Management

1. A risk management strategy is critical for PWGSC Project Management and integrates project planning with procurement planning. All project stakeholders are an integral part of the risk management strategy, culminating in an integrated product team.
2. The Consultant is to identify risks at all stages of the life of the project assisting the Departmental Representative in developing and updating the Project Risk Plan. Specific services required for project delivery are outlined in the Required Services section.

GPO 8 PWGSC Standards and Procedures

1. Standards and Procedures relating to the provision of services under this Standing Offer are described in the Doing Business with PWGSC (See Appendix F). This guide provides the PWGSC's requirements for CAD (Section 2) and construction documents (Section 3), information on classes of construction cost estimates (Section 4) and time management (Section 5).
2. Beyond the standards and procedures described herein and in the Doing Business with PWGSC guide (See Appendix F), some projects may require Building Information Modelling (BIM) services. BIM protocols would be addressed at the time of the call-up in the Terms of Reference.

GPO 9 Quality - Conservation as the Lead Factor

1. It is of paramount importance that Heritage Conservation be the lead factor in all aspects of the project. The Consultant is to ensure that the Heritage Value of the heritage asset is clearly understood in order to ensure that the Heritage Value is protected. All design elements shall be coordinated, and the project approach be consistent with the Standards and Guidelines for the Conservation of Historic Places in Canada.
2. The quality of material and implementation should also be commensurate with the historical context. Experimental materials and approaches are to be avoided except in exceptional cases where significant work is done to research and justify their use to both the PWGSC Project Team and the Federal Heritage Buildings Review Office.

GPO 10 Project Delivery - Scope, Budget and Schedule

1. The Consultant must deliver the required services while respecting the project constraints and the approved scope, budget and schedule. The objective is to achieve:
 - a. A cohesive functional partnership and open communication between all members of the project delivery team and stakeholders throughout all phases of the project life;
 - b. Rigorous quality assurance review during the investigation, Conservation, design and construction phases;
 - c. Timely response to correct issues as they occur;
 - d. Success in satisfying and exceeding the expectations and needs of PWGSC clients and stakeholders; and
 - e. Continuity of key personnel and expertise working in a dedicated team for the project life.

GPO 11 Continuity of Operation

The Consultant will develop a strategy acceptable to PWGSC that will ensure safety and minimize disruption to the users of the Cultural Landscape. The Consultant will develop the conservation, planning, design and logistics of a Conservation project in such a way that supports the occupants in the conduct of their business. A minimum transfer of noise, dust and odors should be the goal.

GPO 12 Construction Workyard and Scaffolding

The Consultant is to discuss issues and practices with PWGSC addressing site security and site appearance of work yard and scaffolding areas.

PROJECT ADMINISTRATION (PA)

PA 1	Coordination with PWGSC
PA 2	Coordination with Sub-Consultants
PA 3	Conservation Services
PA 4	General Project Deliverables
PA 5	Lines of Communication
PA 6	Media
PA 7	Meetings
PA 8	Project Response Time
PA 9	Review of Deliverables
PA 10	Authorization to Proceed
PA 11	Bilingual Construction Documents

PROJECT ADMINISTRATION (PA)

Description of Services

Intent

The following administrative requirements apply during all phases of project delivery. Any modifications to these requirements will be stipulated in each call-up.

PA 1 Coordination with PWGSC

1. A Departmental Representative (DR) is identified for each individual call-up/project. The DR is the liaison between the Consultant, PWGSC and, if applicable, to OGDs. A PWGSC Design Manager (DM) may be assigned to the project. If this is the case, the DM along with the appropriate team of Technical Services colleagues, is to provide technical guidance and advisory services in support of the DR.
2. PWGSC administers the project and exercises continuing control over the Consultant's services during all phases of development. Unless directed otherwise by the DR, the Consultant is responsible to comply with all Federal requirements and to obtain all required approvals from "authorities having jurisdiction".
3. The Consultant shall:
 - a. Carry out services in accordance with approved documents and directions given by the DR.
 - b. Ensure all communications carry the PWGSC's Project Title, Project Number and File Number.
 - c. Advise the DR of any changes that may affect scope, schedule, budget and risks and/or are inconsistent with the call-up/project's Terms of Reference (ToR), instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and always obtain written authorization from the DR before proceeding.

PA 2 Coordination with Sub-Consultants

1. The Consultant shall:
 - a. Throughout all stages of the Project, coordinate and assume responsibility for all work of any Sub-Consultants and Specialists retained by the Consultant.
 - b. Ensure clear, accurate and ongoing communication on scope, budget, scheduling and risk issues (including changes) as they relate to the responsibilities of all Sub-Consultants and Specialists on all RS sections.
 - c. Ensure Sub-Consultants and Specialists provide adequate site inspection services and attend all required meetings.
 - d. Review Sub-Consultants' proposals for scope, effort and fees, schedule, for completeness, relevance and integration to the requirements of the Project.

PA 3 Conservation Services

1. The Consultant Team shall be comprised of qualified professional, technical and Conservation expertise and shall be capable of providing the Conservation services identified in the RFSO. Members of the Consultant Team may have the necessary expertise to provide services in more than one discipline or specialty.
 2. The Consultant Team shall work in the spirit of information sharing with PWGSC. All material specifications, mixes and test results shall be turned over to PWGSC, to facilitate future asset maintenance by PWGSC and others.
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3. The Consultant shall carry out Conservation services in accordance with approved documents and direction given by the DR.

PA 4 General Project Deliverables

1. Where deliverables and submissions include summaries, reports, drawings, plans or schedules, PowerPoint presentations, provide in electronic format all deliverables as per the requirements of the ToR for each specific project. Hard copies may also be requested. If this is the case, the number of requested copies will be mentioned in the ToR for each specific project. The cost of the copies will be a disbursement to the Consultant.
2. All documents (drawings and specifications) are to be produced in accordance with PWGSC document Doing Business with PWGSC and, at project delivery stage, as described in each individual call-up.

PA 5 Lines of Communication

1. The Consultant will correspond only with the DR at the times and in the manner directed by the DR. The Consultant shall not communicate with the client department unless so authorized in writing by the DR.
2. During construction tender call, PWGSC conducts all correspondence with bidders and makes the contract award.

PA 6 Media

The Consultant must not respond to requests for project related information or questions from the media. Such requests are to be directed to the DR.

PA 7 Meetings

1. Unless delegated, the DR will chair all project meetings.
2. The Consultant shall attend all project meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.
3. Unless otherwise specified in a project's ToR, the average frequency of project meetings to plan for is one meeting every two (2) weeks for the entire project life, for all members of the Consultant Team. However, meetings may not be scheduled every two weeks, as the meeting schedule will follow the approved project schedule.
4. Requests for Conference Calls will be addressed on a case by case basis and will require authorization by the DR.

PA 8 Project Response Time

1. It is a requirement of all projects covered under this Request for Standing Offer that the Prime Consultant and their proposed sub-consultants should be personally available to attend meetings within two (2) days and respond electronically to inquiries within 24 hours of the DR's request. This will occur in the locality of the place of the work from the initial date of the call-up offer to the Consultant until final inspection and turnover of the project.

2. The Consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Request for Standing Offer in a timely fashion.

PA 9 Review of Deliverables

1. For each call-up, deliverables as per the Required Services (RS) will be reviewed, at a minimum, by the DR as well as, but not limited to, the following entities:
 - a. PWGSC Project Team and End User (note that these reviews are usually concurrent)
 - b. Federal Heritage Buildings Review Office (FHBRO). Timelines will vary depending on the complexity of the proposed work and if it is being reviewed by staff or through a formal process including the Federal Heritage Buildings Committee (FHBC).
 - c. National Capital Committee (NCC). Timelines will vary depending on the complexity of the proposed work and if it is being reviewed by staff or through a formal process including the Advisory Committee on Planning, Design and Realty (ACPDR)
 - d. Municipal Authorities. Timelines will vary depending on the complexity.
2. All required reviews (as specified in the ToR for each specific project) are to be integrated in the approved project schedule.
3. The consultant is to provide ten (10) days notice as to when the deliverable will be submitted to the DR.

PA 10 Authorization to Proceed

For each project, once a Required Service (RS) has been completed, the Consultant shall not proceed to the next RS until “authorization to proceed” has been granted by the DR.

PA 11 Bilingual Construction Documents

The requirement to prepare Construction Documents in both official languages will be specified in the call-up/project's Terms of Reference (ToR).

REQUIRED SERVICES (RS)

RS 1 Pre-Design Services

- A. General Consultation on Cultural Landscapes
- B. Heritage Conservation Approach
- C. Historical Research / Gap Analysis
- D. Cultural Landscape Condition Assessments
- E. Heritage Impact Analysis
- F. Pre-Design Report
- G. Feasibility Study

RS 2 Schematic Design

RS 3 Design Development

RS 4 Construction Documents

RS 5 Tender Call, Bid Evaluation & Construction Contract Award

RS 6 Construction and Contract Administration

REQUIRED SERVICES (RS)**RS 1 Pre-Design Services****RS 1A General Consultation on Cultural Landscapes****1A.1 Intent**

General consultation is the provision of Heritage Conservation advice and guidance to the Departmental Representative during either a part of or throughout all stages of a Heritage Conservation project. The Consultant will, employing creative solutions, strike a balance between undertaking work in accordance with the 'Standards & Guidelines for the Conservation of Historic Places in Canada' and the various Client and user requirements as well as other relevant federal and PWGSC Policies, Standards, Guidelines, and Best Practices.

1A.2 Scope and Activities

Within this context, services may include but are not limited to:

1. Input and assistance in the development of project definition documentation such as Requests for Proposals (RFPs) or Terms of Reference (TOR).
2. Assistance with Consultant and or Contractor coordination.
3. Client consultation including managing Client-supplied data, and analyzing and/or developing functional programs for Cultural Landscapes.
4. Budget evaluation and cost estimating.
5. Risk Identification and Management tools.
6. Preparation of submission packages and/or presentations for regulatory review including developing responses to such reviews.
7. Summaries of Client's philosophy, values, goals and project objectives.
8. Preparation of a detailed implementation strategy and schedule that documents all activities and deliverables required for an effective delivery of the project including timeframes for submission, reviews and approvals.

1A.3 Deliverables

May include:

1. Project Charter,
2. Request for Proposal (RFP),
3. Terms of Reference (ToR),
4. Design Brief;
5. Functional Program;
6. Presentations and/or submission packages for Client groups, senior management, and regulatory bodies outlining the Conservation of Heritage Values and Character Defining Elements;
7. Implementation strategy and schedule;
8. Cost estimates.

RS 1B Heritage Conservation Approach**1B.1 Intent**

The Conservation Approach is a concise, project-specific conservation tool that fits within the action of 'understanding' within the conservation decision-making process, as set out in the '*Standards and*

Guidelines for the Conservation of Historic Places in Canada. The purpose of the Conservation Approach is to provide the project team with a framework for consistent decision-making.

1B.2 Scope and Activities

1. The Consultant shall develop a Conservation Approach specific to the scope of work for the project and to the Heritage Values ascribed to the Cultural Landscape under study.
2. Required Activities include:
 - a) Identifying the primary Conservation treatment type for the project.
 - b) Identifying key conservation priorities, opportunities and challenges based on thoughtful analysis of the project objectives, the site's Heritage Value and its current condition.
 - c) Identifying strategies to mitigate the impact of any required new interventions and the team's philosophy related to balancing other objectives with Heritage considerations.
 - d) Developing illustrations as required to communicate important concepts.
3. The Heritage Conservation Approach must be verified and revised as necessary whenever new information is discovered and at each project stage.
4. It may be required that the Consultant, on behalf of PWGSC, present the Conservation Approach and project objectives to the *Federal Heritage Buildings Review Office* (FHBRO) for review at the concept, design development and/or contract document stages of the project.

1B.3 Deliverables

A written, illustrated Heritage Conservation Approach for the project.

RS 1C Historical Research and Gap Analysis

1C.1 Intent

The purpose of historical research and gap analysis is to gain a better understanding of the Cultural Landscape under consideration. The TOR may require such research for the entirety of a site/Cultural Landscape and its history, or may focus on a particular component area or category.

1C.2 Scope and Activities

The scope of services may include all or some of the following:

1. Locate, review and analyze existing documentation in both current and archival sources;
2. Conduct an on-site study to identify features and assess evolution over time;
3. Analyze and synthesize available information and document the results; and,
4. Prepare a draft and final report summarizing findings.

1C.3 Deliverables

Reports (including copies of or links to documentation obtained from archival research).

RS 1D Cultural Landscape Condition Assessments

1D1.1 Intent

A Cultural Landscape Condition Assessment provides quantitative measurements of the condition of a site and identifies the relative significance of these conditions to its Character Defining Elements and to its long-term performance. It is typically focused on Cultural Landscape components, but can be expanded to include others (with an expanded team as needed, such as history and archaeology).

1D1.2 Scope and Activities

Cultural Landscapes Condition Assessment includes the following scope and activities:

1. Perform a background analysis including searching for and reviewing available documentation and studies on the Cultural Landscape, including its original design intent, initial development (construction), evolution, and current state.
2. Prepare and submit a Field/Site Investigation Plan, identifying all access requirements and equipment necessary for completing the assessment work.
3. Prepare and submit a Site Specific Safety Plan for completing all assessment work.
4. Complete field work, including the following typical activities:
 - a. Visual and tactile examination of all major components per the established Cultural Landscape categories of the *Standards and Guidelines*.
 - i. Where possible, mitigate all identified health and safety risks during the assessment work.
 - ii. Alert PWGSC of any health and safety risks that could not be immediately mitigated.
 - b. Conditions are documented in detail and quantified, i.e. specific conditions are recorded for each individual Cultural Landscape category.
 - c. Investigations are performed to understand the construction/development of the component and/or extent of deterioration.
 - d. Investigation openings may be created to provide detailed information on the construction and condition of hidden components.
 - e. Non-destructive or 'minimally destructive' testing may be performed to provide detailed information on material properties, the physical nature of deterioration, or the performance of components.
 - f. Material samples may be removed and prepared for laboratory studies if necessary.
 - g. Monitoring may be carried out to provide information on the performance of components over time.
5. Perform an analysis and assessment of the observations, including:
 - a. Cause(s) of damage or deterioration are identified based on observed conditions and technical research.
 - b. Examination of interrelationships between components, patterns of conditions, significance of observations.
 - c. Structural assessment including identifying any concerns based on observations of structural distress or lack thereof.
6. Prepare and submit a Cultural Landscape Condition Assessment Report.
 - a. Submit as 90% Draft for review by PWGSC.
 - b. Incorporate PWGSC comments and submit as Final.

1D1.3 Deliverables

Complete the following deliverables:

1. Site investigation plan identifying access requirements and equipment necessary for assessment work (lifts, scaffold, schedule of activities, etc.);
 2. Site Specific Safety Plan for assessment activities;
 3. Cultural Landscape Condition Assessment Report with the following information:
 - a. A description of the history of the Cultural Landscape and its major components: initial/original development and evolution to current state (incl. major/significant phases).
-

- b. A description of the Heritage Value(s) and Character Defining Elements of the Cultural Landscape.
- c. A description of the construction of the asset and its major component parts.
- d. Detailed descriptions of the condition of the major components, illustrated using photographs and sketches/diagrams as appropriate.
- e. Clear identification of any components or parts of components where access limitations prevented physical access and assessment.
- f. An assessment of the condition of the major components, i.e. good, fair, poor, including presenting an analysis and discussions on the cause(s) of this deterioration and how it has resulted in the observed condition.
- g. Identification of related health and safety concerns that need to be addressed in the short term.
- h. An assessment of the overall condition of the Cultural Landscape, i.e. good, fair, poor, including a discussion on the requirement for planning for major conservation work, if necessary.
- i. Detailed documentation of the condition of the individual major component parts/categories on marked up elevations and plans.
- j. Detailed schedules of conditions and quantities noting the extent of instances of damage and deterioration may be tabulated on a component-by-component basis.
- k. Results of samples testing.
- l. Recommendations for:
 - i. annual maintenance activities for all categories and major components.
 - ii. further investigation, analysis, testing and/or monitoring to address any unknowns remaining concerning the behaviour or performance of a component.
 - iii. repair work to address specific issues, including timing (i.e. urgent, short-term, long-term).
 - iv. conservation work for all major components, including timing (i.e. urgent, short-term, long-term) and discussion of appropriate approaches to bundling work into comprehensive projects.
- m. Advice on appropriate repair or maintenance materials, activities and techniques, if necessary.
- n. Identification of repair quantities.
- o. Class 'D' cost estimates.

RS 1E Heritage Impact Analysis

1E.1 Intent

1. The intent of a Heritage Impact Analysis is to analyze and evaluate the impact of a particular intervention or scope of work on the defined Heritage Values and Character Defining Elements of a Cultural Landscape. Such an Analysis includes identifying viable options to address the issue, analyzing the options and making recommendations.
2. Issues requiring such analysis typically include addressing concerns for the asset related to:
 - a. Sustainable Development / Environmental targets
 - b. Improving Universal Accessibility
 - c. Addressing code compliance
 - d. Increased physical security requirements
 - e. Changing functional requirements

1E.2 Scope and Activities

Identify Options

1. Review any existing documentation on the Cultural Landscape that contributes to an overall understanding of its Heritage Values and Character Defining Elements;
2. Visit the site, investigate and analyze opportunities and limitations;
3. Confirm project goals and objectives;
4. Analyze the project requirements/program and assess how the technical and functional requirements can be accommodated in the site/Cultural Landscape while protecting and enhancing its Heritage Values;
5. Investigate and analyze all applicable codes, regulations standards;
6. Identify at least three (3) viable options to meet project requirements. A viable option is defined as one which meets all project objectives including financial, programmatic, regulatory/policy and Heritage considerations. Identifying viable options will require an integrated multi-disciplinary approach to seeking creating solutions.
7. Prepare a Class 'D' (Indicative) cost estimate for each option.

Options Analysis

1. Evaluate options against potential impact on Heritage Values and all project objectives;
2. Prepare a diagram that indicates how well each option meets the various requirements;
3. Identify a recommended option that best meets all project objectives including minimizing impact on – or enhancing – Heritage Values.

1E.3 Deliverables:

A comprehensive report summarizing of existing opportunities and constraints, heritage values, the three options and their analysis as described above.

RS 1F Pre-Design Report

1F.1 Intent

1. The objective of the Pre-Design Report is to review and to integrate all aspects of the project requirements, identify and evaluate conflicts or problems, present and receive approval on a project scope, delivery process, schedule and estimate that is required to deliver a cohesive quality Conservation project. This approved Pre-Design Report will become the Project Scope of Services and will be used throughout the project to guide the delivery. A draft work plan is developed for the entire project beginning with pre-design activities.
2. The condition of the Cultural Landscape and the extent of existing damage or deterioration is determined by reviewing background reports and technical data, as well as by carrying out additional field investigations and analysis.

1F.2 Scope and Activities

The Consultant Team will review and analyze all available information, consult with PWGSC and authorities having jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. Once approved, and as noted, this deliverable will become the Project Scope of Services and will be used throughout the project to guide the delivery.

1F2.1 Administrative

In collaboration with the relevant disciplines:

1. Participate in project meetings and prepare meeting minutes;
2. Outline quality management process for the Consultant Team.

3. Review and analyze the project objectives including considerations related to the schedule, budget, functional program, sustainability, security and accessibility considerations.

1F2.2 Regulatory

In collaboration with the relevant disciplines; Authorities Having Jurisdiction; and in consideration of relevant federal, provincial, and municipal codes, standards and legislative requirements for the project:

1. Review and analyze regulatory and statutory requirements;
2. Identify and verify all Authorities Having Jurisdiction over the project;
3. Identify applicable codes, regulations and standards;
4. Prepare regulatory analysis section of the Pre-Design Report.

1F2.3 Heritage Conservation

In collaboration with the relevant disciplines:

1. Identify project specific Heritage Conservation opportunities, challenges and priorities;
2. Identify strategies to limit impact on Heritage Values and Character Defining Elements;
3. Prepare Heritage Conservation section of the Pre-Design Report.

1F2.4 Cultural Landscape

In collaboration with the relevant disciplines, review and analyze all available site reports, studies, and data provided by PWGSC:

1. Existing site plans and existing site conditions;
2. Subsurface reports (eg. geotechnical, archaeological);
3. Infrastructure (note any field investigations that will be required to verify and / or confirm existing site utilities and their capacities); and,
4. Environmental features, including sustainable design strategy (eg. storm water).
5. Conduct field investigations to verify and/or confirm site conditions. Prepare a site analysis section for the Pre-Design Report.

1F2.5 Built Features

1. In collaboration with the relevant disciplines, review and analyze all available reports, studies, and data provided by PWGSC:
 - a. Documents and drawings for specific details of the construction and history of the Cultural Landscape including previous interventions (oral histories).
2. In collaboration with the relevant disciplines, review and analyze the physical condition of the asset:
 - a. Review and analyze previous studies and assessments on this subject;
 - b. Conduct inspections and investigations as needed to address gaps in information.

1F2.6 Project Planning and Risk Management

In collaboration with all disciplines, the Consultant is to review and analyze budget and schedule information provided by PWGSC in order to:

1. Identify constraints, and opportunities;
2. Develop the project work breakdown structure complete with all work packages;
3. Develop and optimize the sequence of activities and its duration to remain within the prescribed project schedule;

4. Develop project risks and opportunities.
5. Develop a Class 'D' (Indicative) cost estimate;
6. Develop a detailed project schedule, including time frames for reviews and approvals for each stage of the project;
7. Analyze risk implications and prepare mitigation strategies;
8. Prepare Budget with cash flow broken into fiscal years (if applicable).

1F.3 Deliverables

1. A Work and Site/Field Investigation Plan.
2. Terms of reference for physical field investigations (if applicable).
3. An integrated Pre-design Report which will consolidate information from the Scope and Activities identified above.

RS 1G Feasibility Study

1G.1 Intent

1. The Feasibility Study will consist of a report which outlines the research and subsequent analysis to determine the feasibility and practicability of a project where multiple distinct options must be developed. The focus of analysis for a feasibility study may include, but is not limited to viability related to: economic/ financial /market conditions, regulatory requirements, technical issues and the ability to meet project objectives including the related impact on the Heritage Values of the Cultural Landscape.
2. The Feasibility Study includes the development of three (3) distinctly different options, analysis of each and recommendations based on this analysis that considers and balances the other requirements with the Heritage Values of the Cultural Landscape.

1G.2 Scope and Activities

1. Review any relevant existing materials, including historical reports and Heritage Conservation guidance, prepared for the Cultural Landscape.
 2. Confirm project goals and objectives.
 3. Identify and verify all Authorities Having Jurisdiction over the project;
 4. Visit the site/Cultural Landscape, investigate and analyze the availability and capacity of services needed for the project, including renewable energy.
 5. Evaluate existing facilities including, but not limited to: functional adaptability, code compliance, hazardous and non-hazardous waste;
 6. Investigate the requirements for the particular project, including existing and new technologies.
 7. Analyze the project requirements/program and assess how the technical and functional requirements can be accommodated in the Cultural Landscape while conserving its Heritage Character.
 8. Investigate and analyze all applicable codes, regulations standards, including, but not limited to: National Building Code, Canada Labour Code, and, Ontario and Québec Occupational Health and Safety.
 9. Establish an approach for the project to minimize environmental impacts consistent with the project objectives and economic constraints, and the application of the Canadian Environmental Assessment Act (CEAA).
 10. Test a minimum of three (3) options:
 - a. Analyze options against potential impact on Heritage Values and project objectives. This should include identification of advantages and disadvantages, constraints, challenges and opportunities, for scope indicative schedule, and risks.
 - b. Provide bubble and flow diagrams;
 - c. Study adjacencies and functional relationships, horizontal and vertical stacking relationships;
 - d. Study sustainability considerations; and,
-

- e. Prepare a Class 'D' (Indicative) cost estimate (for each option).
- 11. Prepare recommendations on the feasibility of the project and identify a Preferred Option including a preliminary implementation strategy.

1G.3 Deliverables

Comprehensive summary of the existing conditions and heritage values and a feasibility and options analysis which may include but are not limited to the following as identified in the TOR:

1. Existing Cultural Landscape categories / elements including their condition, deficiencies and life expectancy;
2. Existing project requirements;
3. All applicable codes, regulation, standards and Authorities Having Jurisdiction;
4. Environmental impact, sustainability, preliminary environmental assessment and CEAA screening report;
5. Recommendations and options analysis;
6. Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the Departmental Representative;
7. Class 'D' (Indicative) cost estimate for each option.

RS 2 SCHEMATIC DESIGN

2.1 Intent

1. The Consultant must obtain written authorization from the PWGSC Departmental Representative before proceeding with Schematic (Concept) Design.
2. The objective of this stage is to explore conceptual design options and analyze them against priorities and Heritage Conservation objectives and conservation principles. The Consultant Team will explore feasible and distinct design options that may consist of the following items (list to be determined at time of Call-up):
 - a. Cultural Landscape component areas/categories;
 - b. Sequencing of work;
 - c. Material cleaning, eg. masonry;
 - d. Below grade work;
 - e. Protection of occupants;
 - f. Barrier-free access;
 - g. Construction yard.

2.2 Scope & Activities

The Consultant Team scope and activities shall include the following:

2.2.1 Administrative

In collaboration with the relevant disciplines:

1. Confirm authorization to proceed with Schematic Design;
2. Organize and participate in information exchange / team meetings and prepare meeting minutes;
3. Confirm quality management processes for the Consultant Team; and prepare Administrative section of the schematic (concept) design report.

2.2.2 Regulatory

In collaboration with the relevant disciplines, identify and consider:

1. Applicable code requirements;
2. Fire and life safety strategy;
3. Physical security requirements;
4. Occupant protection measures;
5. Sustainable development and environmental targets;
6. Barrier-free access.
7. Regulatory analysis section of the schematic (concept) design report.

2.2.3 Heritage Conservation

In collaboration with the relevant disciplines, prepare:

1. An approach to the application of conservation policies and practices, including opportunities and strategies that limit impact to the Cultural Landscape;
2. An approach to balancing the conservation objectives with other project objectives and economic constraints;
3. Heritage Conservation section of the Schematic Design report.

2.2.4 Conservation Options

1. In collaboration with the relevant disciplines:
 - a. Complete detailed analysis;
 - b. Prepare preliminary designs for the distinct options, including heritage approach and philosophy;
 - c. Show material stabilization approach:
 - i. Services, heating, fire protection, electrical, etc.;
 - ii. Stone conservation, such as cleaning, repointing and mortar mix design, pinning, grouting, plastic repairs, scaling, consolidation, removal of ferrous inserts and parging, dutchmen, stone replacement;
 - iii. Structural concept for scaffolding and temporary support of any built features / structures during construction.
2. In collaboration with the relevant disciplines, prepare preliminary designs, including:
 - a. Site features and restrictions (per Cultural Landscape categories: landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
 - b. Subsurface features;
 - c. Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, foundation drainage, fire protection, power, telecommunications, etc.);
 - d. Construction yard; and,
 - e. Site Analysis and Conservation Options section of the Schematic Design report.
3. Prepare three (3) viable Schematic Design options. A viable option is defined as one which meets all project objectives including financial, programmatic, regulatory/policy and heritage considerations.
 - a. Evaluate options against potential impact on Heritage Values and all project objectives;
 - b. Prepare a diagram that indicates how well each option meets the various requirements (dashboard approach);
 - c. Identify a recommend option that best meets all project objectives including minimizing impact on Heritage Values.
4. The Departmental Representative, in concert with others, shall choose one option to be further developed during Design Development. Note that although the Consultant is required to identify a preferred option, the PWGSC Departmental Representative in concert with others at PWGSC, may select a different option.

2.2.5 Other Reports

Prepare preliminary written reports for all or some of the following:

1. Commissioning strategy;
2. Special construction and dismantling, including heritage structures, hazardous materials abatement, etc.;
3. Sustainable design opportunities, strategies, update preliminary budgets (i.e. recycle and re-use materials; waste management; energy efficient heating and lighting);
4. Outline specifications;
5. Investigate the types of stone replacement that will be required, and identify quarry locations;
6. Prepare Site Analysis and Conservation Options section of the Schematic Design Report.

2.2.6 Project Planning and Risk Management

In collaboration with all disciplines, for each distinct option described in the Site Analysis and Conservation Options sections:

1. Prepare milestone cost summary report;
2. Update work breakdown structure;
3. Update scheduling report including milestone listing, complete with summary of revisions and mitigation strategies (if significant change occurs);
4. Update risk implications and mitigation strategies; and
5. Prepare Budget, and Risk Analysis section of the Schematic Design report.
6. Develop Class 'C' cost estimates.

2.3 Deliverables

1. The Consultant Team shall prepare and submit, for review and approval by the PWGSC Departmental Representative, an integrated Schematic Design Report, including all three options. The report will update the pre-design report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.
2. Presentations of the Schematic Design stage, as outlined in PA Submissions, Review and Approval Process.
3. Written responses to PWGSC Quality Assurance Reports and reviews by the NCC/FHBRO.

RS 3 DESIGN DEVELOPMENT

The Consultant shall obtain written authorization from the Departmental Representative before proceeding with the Design Development stage.

3.1 Intent

The objective of the Design Development stage is to further refine and develop the design option selected at the Schematic Design stage.

3.2 Scope and Activities

For the Preferred Option – and through collaboration as needed – the Consultant Team scope and activities shall include the following:

3.2.1 Administrative

1. Confirm approval to proceed with Design Development;
2. Organize and participate in information exchange / team meetings;
3. Update quality management processes for the consultant team;
4. Prepare Administrative section of the Design Development report.

3.2.2 Regulatory

Refine, develop, and prepare:

1. Detailed code analysis (code statement);
2. Detailed fire and life safety strategy (and summary statement);
3. Detailed summary of meetings with Authorities Having Jurisdiction;
4. Regulatory Analysis section of the Design Development report.

3.2.3 Heritage Conservation

Prepare for the Preferred (selected) Option, the:

1. Conservation Approach;
2. Opportunities and strategies that limit impact to the heritage fabric;
3. Balancing of conservation objectives with other project objectives and economic constraints;
4. Heritage Conservation analysis section of the Design Development report.

3.2.4 Conservation Plan

1. Refine, develop, and prepare a Conservation Plan that includes:
 - a. Narrative;
 - b. Site features and restrictions (landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
 - c. Construction yard;
 - d. Subsurface features;
 - e. Infrastructure, subsurface and above grade services, including capacities and limitations (storm water drainage, fire protection, power, etc.);
 - f. Prepare Site Design section of the Design Development report.

2. As well:

- a. Complete all analysis work;
- b. Refine, develop, and prepare detailed drawings;
- c. Enclosure system and temporary support requirements for Cultural Landscape/ built features during construction;
- d. Temporary support of the monitoring equipment and permanent reattachment where applicable;
- e. Services, including electrical, mechanical.
- f. Develop sustainable design opportunities, strategies, update preliminary budgets (i.e. recycle and re-use materials; CRD (Construction, Renovation & Demolition) waste management; energy efficient heating and lighting);
- g. Investigate type of stone replacement that will be required (if applicable), and contact quarry locations for verification and preliminary compatibility analysis;

3.2.5 Other Reports

Update written reports for:

1. Project specific Heritage Conservation principles, and compatibility of the Conservation approach;
2. Masonry conservation;
3. Commissioning strategy;
4. Special construction and dismantling, including built features, hazardous materials abatement, etc.;
5. Sustainable design opportunities and strategies; and,
6. Specifications.

3.2.6 Project Planning and Risk Management

In collaboration with all disciplines:

1. Prepare Class 'B' cost estimate - provide draft two (2) weeks prior to main report;
2. Prepare milestone cost summary report and cost exception report;
3. Updated work breakdown structure and work plan;
4. Update project schedule complete with summary of revisions and mitigation strategies (if significant change occurs);
5. Update milestone project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs);
6. Update risk implications and mitigation strategies; and,
7. Prepare Budget, Schedule, and Risk Analysis section of the design development report.

3.3 Deliverables

1. The Consultant Team shall prepare and submit for review and approval by the PWGSC Departmental Representative a complete coordinated design development report. The report will update the Schematic (Concept) design report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.
2. Presentations of the Design Development stage, as outlined in PA Submissions, Review and Approval Process.
3. Written responses to PWGSC Quality Assurance Reports and Reviews by the NCC/FHBRO.

RS 4 CONSTRUCTION DOCUMENTS

The Consultant shall obtain written authorization from the Departmental Representative before proceeding with the Construction Documents stage.

4.1 Intent

1. The objective of the Construction Document stage is to translate the Design Development documents into construction drawings and specifications to guide and direct the contractor and sub-contractors in carrying out their work on the project.
2. Drawings are a means of communicating information in a two-dimensional format using lines, graphic symbols, and text. Drawings describe the relationships between building components and the following characteristics:
 - a. Location of the component;
 - b. Name or identification;
 - c. Size and dimension;
 - d. Shape and form;
 - e. Details or diagrams of connections for assemblies.
3. Specifications are precise descriptions of products, materials, standards, equipment, services, construction systems, construction methods and processes, and workmanship. The specifications also describe physical and environmental conditions to be created and maintained in the work area, on site, in adjacent areas, or off site. In addition, the document sets out procedures for contract administration required to control and monitor the quality of the work and reporting of progress.
 - a. 33% complete indicates that all technical aspects of the construction documents are coordinated and complete.
 - b. 66% complete indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules, and specifications. All drawings are fully coordinated.
 - c. 99% complete is the submission of complete construction documents ready for tender call and submission to local authorities for permit purposes. All drawings are fully coordinated.
 - d. 100% complete final submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call. Drawings and specifications are coordinated and complementary and are meant to be read together to fully describe the project; and,
 - e. During this stage, the Consultant is to prepare terms of reference for field quality control testing that will be done by an independent firm. The Consultant will review the proposal.

4.2 Scope and Activities

4.2.1 Administrative

In collaboration with all relevant disciplines:

1. Confirm authorization to proceed with construction documents;
 2. Coordinate and integrate all the submissions of the sub-consultants/ specialists;
 3. Participate in information exchange / team meetings and prepare meeting minutes;
 4. Update quality management process for the Consultant team;
 5. Confirm format of drawings and specifications; for each discipline
 - a. Drawings: title sheet, project name, number and location, list of drawings, consultant's names, symbol legend, location map and/or key plans, regulatory information;
 - b. Specifications: National Master Specification (NMS) format edited, index, schedules, and maintenance contract take-over procedures and in accordance with the revised CSC/CSI MasterFormat 2004, or later superseding versions.
-

4.2.2 Regulatory

In collaboration with all relevant disciplines:

1. Prepare final code statement;
2. Prepare final life safety plans;
3. Prepare 99% complete construction documents to local authority for building permit application. Sign and seal two (2) sets of 99% complete construction documents for construction application; Provide necessary follow-up regarding building permit application.

4.2.3 Heritage Conservation

In collaboration with all relevant disciplines update and finalize the:

1. Approach to the application of Conservation and tendering policies and practices;
2. Identification of opportunities and strategies that limit impact to the heritage materials (fabric);
3. Approach to balancing Heritage Conservation objectives with other project objectives and constraints.

4.2.4 Design

In collaboration with all relevant disciplines prepare fully integrated complete discipline specific site plans, update and finalize detailed drawings and specifications including design narratives, decision logs, calculations, etc.:

1. Site features and restrictions (i.e. Cultural Landscape features, topographical features, climatic influences, existing buildings and/or structures, etc.);
 2. Subsurface features;
 3. Infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, foundation drainage, foundation wall treatment, fire protection, power, etc.);
 4. Prepare 33%, 66%, 99%, and 100% complete construction documents - drawings and specifications (include a copy of the 99% in the construction document report).
 5. Prepare written reports for:
 - a. Update design narrative, decision logs and calculations;
 - b. Include copies of all investigation reports and tests.
 6. In collaboration with the relevant disciplines prepare fully coordinated complete discipline specific plans, sections, elevations, details, schedules, and specifications including design narratives, decision logs, calculations as required to inform construction: Sections/plans including:
 - a. Services, including fire protection, electrical, mechanical;
 - b. Scaffolding and enclosure system, and temporary support requirements;
 - c. Detailed directions for masonry Conservation: including, replacement, dismantling, rebuilding, grouting, etc.
 - d. Detailed directions for stone cleaning: including the cleaning process and methodology, and acceptable level of patina requirements;
 - e. Detailed directions on mock-ups;
 - f. Detailed directions for the Conservation of the metal work, including the removal, repair, and reinstatement of elements, surface treatment, replacement materials and assembly details. Make provisions for all ironwork to be completed by heritage blacksmiths;
 - g. Detailed directions for the Conservation of Character Defining Elements include: removal, documentation, careful crating and to and from the site, condition assessment, accurate dimensions, re-leading, repair, installation of new features, and reinstatement. Update written reports;
 - h. Detailed directions for the Conservation of wood elements;
 - i. Detailed directions on unit price, fixed price, work and measurements for payment;
 - j. Other project specific Heritage Conservation work;
-

- k. Special provisions to minimize impact on the occupants;
- l. Commissioning strategy;
- m. Support data, studies, calculations, etc.;
- n. Special construction and dismantling, including heritage structures, hazardous materials abatement, etc.;
- o. Final specifications (including sustainable procurement strategies);
- p. 33%, 66%, 99%, and 100% complete “construction documents” - drawings and specifications;
- q. Copies of all investigation reports and tests.

4.2.5 Field Quality Control Testing

Prepare terms of reference for field quality control testing.

4.2.6 Project Planning and Risk Management

In collaboration with all disciplines:

- 1. Prepare Class 'A' cost estimate at 99% complete;
- 2. Update work breakdown structure and work plan;
- 3. Prepare milestone cost summary report and cost exception report;
- 4. Update milestone project schedule complete with summary of revisions and mitigation strategies (if significant change occurs);
- 5. Update risk implications and mitigation strategies.

4.3 Deliverables

4.3.1 Construction Document Report

The consultant team shall prepare and submit an integrated Construction Document Report as well as the 100% construction documents (drawings and specifications). The construction document report will update the design development report, consolidate the Scope and Activities identified above, and will continue to be utilized as the benchmark project control document to monitor progress of the project.

4.3.2 Construction Documents 33% Submission:

Fully coordinated, integrated, discipline specific:

- 1. Drawings, specifications and construction document report;
- 2. Updated project schedule report;
- 3. Updated risk mitigation.

4.3.3 Construction Documents 66% Submission:

Fully coordinated, integrated, discipline specific:

- 1. Drawings, specifications and construction document report
- 2. **QUANTITIES OF MATERIAL (EACH TYPE OF STONE REPLACEMENT) REQUIRED, AND CONFIRMATION OF QUARRY STONE COMPATIBILITY AND AVAILABILITY;**
- 3. QA meeting - presentation to PWGSC how consultant is ensuring QA activities; demonstrate to PWGSC how disciplines and specialties are coordinated;
- 4. Updated cost estimate;
- 5. Updated project schedule;
- 6. Updated risk mitigation;
- 7. Include Designated Substances Report in specification.

4.3.4 Construction Documents 99% Submission:

Fully coordinated, integrated, discipline specific: working drawings, specifications and construction document report. Include:

1. Support data, studies and calculations;
2. Copies of investigation reports, tests and logs;
3. Class 'A' cost estimate;
4. Updated project schedule report;
5. Updated risk mitigation;
6. Unit price schedule for tender purposes as per "Doing Business with PWGSC."

4.3.5 Final 100% Complete Submission

This submission incorporates all revisions required by the review of the 99% submission and, with a view to issuing tender ready documents. Provide deliverables in accordance with 'Doing Business with PWGSC'

4.3.6 Response to PWGSC Quality Assurance Reports and FHBRO/NCC Reviews

Prepare and submit a written response to all comments provided by the above.

RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD**5.1 Intent**

The objective of this stage is for PWGSC to obtain and evaluate bids from Contractors to construct the project as per the tender documents, and according to government regulations, including Federal Rules for Bid Depositories.

5.2 Scope and Activities**5.2.1 Administrative**

In collaboration with all relevant disciplines, participate in:

1. Bidders site visit(s) as required

5.2.2 Regulatory

In collaboration with all relevant disciplines:

1. Analyze, revise, and resubmit requests from the municipal building department with respect to the building permit application;
2. Follow-up with the Municipal Official the status of the building permit application.

5.2.3 Tender Ready documents

In collaboration with all relevant disciplines, prepare:

1. Addenda based on questions arising out of the bidders briefing site visit(s) and requests for clarification;
2. Addenda required by bidders to fully interpret the tender documents;
3. Examine and report on any cost and schedule impact created by issue of tender addenda;
4. Full notes of all inquiries during the bidding period.

5.2.4 Project Planning and Risk Management

In collaboration with all relevant disciplines, review and provide input on:

1. The completeness of low bid for construction in all respects;
2. Unit costs for reasonableness;
3. The cost with respect to the class 'A' estimate; indicate if the low bid is fair and reasonable;
4. The technical aspects of the low bid;
5. The effect of alternatives and qualifications, which may have been included in the tender with respect to the budget, schedule, and risk mitigation.

5.3 Deliverables

Prepare Addenda as required.

RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION

6.1 Intent

The object of this stage is to implement the project in compliance with the tender ready documents and to direct and monitor all necessary or requested changes to the scope of work during construction, commissioning, and closeout.

6.2 Scope & Activities

6.2.1 Administrative

In collaboration with all relevant disciplines:

1. Participate in project team meetings and prepare minutes;
2. Prepare regular site visit / progress reports;
3. Confirm quality management processes for the Consultant Team during construction.
4. Call construction meetings as defined in the initial start-up construction briefing meeting, prepare draft minutes within 48 hours for circulation and incorporate comments and distribute final copies to all participants no more than two days later.

6.2.2 Regulatory

In collaboration with all relevant disciplines:

1. Confirm building permit issued;
2. Confirm notice of project with the Workplace Safety Inspection Board (WSIB);
3. Review construction for compliance with applicable bylaws, regulations, safety requirements;
4. Confirm relevant inspection agencies notified.

6.2.3 Heritage Conservation

Aspects to be considered are:

1. Monitor and review to ensure conformance with conservation approach through to completion of construction;
2. Review of tests and mock-ups to ensure compatibility and a minimal intervention approach.

6.2.4 Tender Ready Documents – Issued for Construction

In collaboration with all relevant disciplines:

1. Prepare and update the tendered documents - drawings and specifications - to include all revisions which have occurred as a result of addenda issued during the tender period, in the language of contractor choice;
2. Confirm, in writing to the Departmental Representative, that all addenda have been integrated into the tender documents - issued for construction - prior to distribution;
3. Sign and seal all documents (drawings and specifications).

6.2.5 Project Planning and Risk Management

1. The consultant is not only to provide support to the Departmental Representative in identifying risks throughout the project life cycle, but will actually develop and manage the Risk process/plan as per the requirements of the Federal National Project Management System described at:

<https://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/conn-know/risque-risk/indexeng.html>

2. The Risk Management Process to be followed is as described in the above referenced web site and as per the specific requirements detailed in a project's ToR. Highlights:
 - a. Identify risk events based on past experience and using proposed checklist or other available lists;
 - b. Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
 - c. Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
 - d. Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
 - e. Implement risk mitigation.
3. Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Documents stages. Include input from all sub-consultants, and from Client. Take steps to implement risk mitigation as required. This may include (but is not limited to) further recommendations, analysis, investigations, site meetings, site supervision, etc.

6.2.6 Shop Drawings

1. Provide a list containing all shop drawing and track submissions and provide regular update to the Departmental Representative;
2. Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Construction Documents.

6.2.7 General Review

1. Co-ordinate services of Consultant Teams as applicable, and advise and consult with PWGSC;
2. Have access to the work at all times whenever it is in preparation or progress;
3. Carry out and co-ordinate as applicable the general review and field review of the Work;
4. Examine, evaluate and report to PWGSC upon representative samples of the work;
5. Keep Departmental Representative informed of the quality and progress of the work, and report to PWGSC defects or deficiencies in the work observed during the course of the site reviews;
6. Interpret the requirements of the Construction Documents (plans and specifications) and communicate findings to the Departmental Representative in writing or graphic format as required on the request of the Departmental Representative;
7. Review and evaluate all test reports. Immediately notify Departmental Representative when tests fail to meet project requirements.
8. Full time or part time site review services will be provided by the Consultant for the purpose of ongoing quality assurance and control throughout the construction stage of the project, as defined in the TOR. The quality assurance and control shall be done by professional and technical specialists in their field of expertise involved in the design work. Site Services also include review and confirm all repairs and conservation treatments by specialists in their field of expertise involved in the design work for each of the envelope components, at applicable stages of the work. Site review may need to be done during evenings and weekends.
9. Prepare and submit to Departmental Representative site review report for each site visit summarizing work reviewed and site instructions, within one (1) day of site visit.
10. Review the written warranties and related documents and provide feedback to the Departmental Representative.
11. Prepare interim and final certificates of completion.

6.2.8 On-site Clerk of Works

1. The Consultant may be requested to include Clerk of Works for record keeping and reporting on health and safety infractions on site as follows:
 - a. Part-time Clerk of Works for specified time period;
 - b. Full time Clerk of Works for specified time period;
 - c. This may include evening and weekend work.
2. A Clerk of Works is required to have knowledge in health and safety and all field of the scope of work in this project. In addition, they shall have a broad knowledge of Heritage Conservation works, heritage recording, with particular technical knowledge of stone masonry conservation. Clerk of Works Duties may include but is not limited to:
 - a. Examine all site conditions and monitoring of all the work;
 - b. Inspect the areas where hazardous work is under way to ensure that the Contractor is maintaining the agreed safety standards. Any infractions may result in the Clerk of Works stopping the work. All infractions, or work stoppages ordered shall be reported in writing and verbally to the Consultant and Departmental Representative;
 - c. Record keeping work (log book, photographic records). The logbook shall record daily activities and major work done: health & safety, Contractor presence, environmental conditions, material testing, shutdowns, temperature, weather, major material deliveries, issues. The logbook shall be updated on a daily basis and available for review by the Departmental Representative. Submit logbook entries on a daily basis to Departmental Representative;
 - d. Monitoring of progress of the work. Keeping record of work performed and materials used. Keeping up to date records of progress of work, unit price work, unit price repair designations, and quantities of unit price work completed;
 - e. Assistance in gathering information required for production of record documents and commissioning;
 - f. Preparing bound document of logbook for submission at end of project.

6.2.9 Commissioning

In collaboration with all relevant disciplines and PWGSC, the Consultant shall:

1. Ensure compliance with and implementation of the commissioning and training plans. Update plans as necessary throughout the construction and commissioning phases of the project;
2. Witness and certify all testing, including testing off-hours or off-site;
3. Prepare and post operating instructions;
4. Finalize the design intent brief to reflect the as-built and as-commissioned work;
5. Debrief and submit project records to PWGSC.
6. Obtain maintenance requirements for building envelope components;
7. Review, package and organize Contractor as-built drawings, specifications, shop drawings submittals, samples, etc.

6.2.10 Post Construction

1. Prior to the end of the one (1) year period following the date of substantial performance of the work, review any defects and/or deficiencies which have been observed and reported during that period, and notify PWGSC, in writing, of those items requiring attention by the Contractor to complete the work in accordance with the contract;
2. Conduct a final warranty review. Identify all other items which have an extended warranty period and identify review date(s) for each item. Submit documentation to PWGSC;
3. Advise and assist facility operations personnel on sustainable design aspects of the design and operations to ensure an ongoing sustainable operation.

6.3 Deliverables

Deliverables for Construction and Contract Administration stage include the following:

1. Minutes of meetings;
2. Copy of building permit issued;
3. Copy of notice of project with the Workplace Safety Inspection Board (WSIB);
4. Copies of notification to relevant inspection agencies;
5. Updated tendered tender documents - drawings and specifications - including all revisions which have occurred as a result of addenda issued during the tender period;
6. Confirmation that all addenda have been integrated into the tender documents - issued for construction - prior to distribution;
7. Bound document of Log Book;
8. Progress reports;
9. Site instructions and site visit reports;
10. Two (2) copies of reviewed shop drawings;
11. One copy of all Contractor submittals, samples, data sheets;
12. Contractor progress claims and Consultant recommendations for payments;
13. Cost, schedule, scope impact, risk and mitigation strategies reports: Updated at the end of each month;
14. Documentation (graphic, written, etc.) for CCNs (CCNs and COs are issued by PWGSC);
15. Commissioning – Operations & Maintenance Manual (building operator oriented):
 - a. Summaries of implementation of the commissioning and training plans. Update plans as necessary throughout the construction and commissioning stages of the project;
 - b. Certified and dated performance verification (PV) results;
 - c. Certifications for all testing, including testing off-hours or off-site report;
 - d. Operating instructions report;
 - e. Debrief commissioning activities;
 - f. List of spare parts.
16. Commissioning – Material Maintenance Manual:
 - a. Heritage recording of work through record documents, record CAD drawings, detailed written and graphic description of repairs and conservation treatments, materials, mortar mixes, material field test results;
 - b. Review, package and organize Contractor as-built drawings, specifications, shop drawings, submittals and samples;
 - c. Maintenance requirements for building envelope components;
17. Interim and final certificates of completion including respective reviews and acceptances;
18. Contractor as-built drawings, specifications, shop drawings, submittals and samples;
19. Final updated originals (hard copy and electronic) Consultant record drawings;
20. Warranty deficiency list;
21. Final warranty review and report including extended warranty documentation;
22. Summary of advice and assistance provided to facility operations personnel on sustainable design aspects of the design and operations; and,
23. Post-construction evaluation.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1	GENERAL INFORMATION
SRE 2	PROPOSAL REQUIREMENTS
SRE 3	SUBMISSION REQUIREMENTS AND EVALUATION
SRE 4	BASIS OF SELECTION
SRE 5	SUBMISSION REQUIREMENTS - CHECKLIST

SRE 1 GENERAL INFORMATION**1.1 Reference to the Selection Process**

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

1.2 Submission of Proposal

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

1.3 Calculation of Total Score

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

$$\begin{array}{rcl} \text{Technical Rating} \times 90\% & = & \text{Technical Score (Points)} \\ \frac{\text{Price Rating} \times 10\%}{\text{Total Score}} & = & \frac{\text{Price Score (Points)}}{\text{Max. 100 Points}} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS**2.1 Proposal via Epost Connect service**

1. This solicitation requires Proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposal electronically.
2. If the Proponent chooses to submit its proposal electronically through epost Connect service, Canada requests that the Proponent submits its proposal in accordance with section GI 10, Submission of Proposal, of the General Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
3. Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

Section I: Technical Proposal;
Section II: Price Proposal.
4. The electronic attachment should be labelled with the name of the section and the Solicitation Number.
5. If the Proponent is simultaneously providing copies of its proposal using the epost Connect service and facsimile, and if there is a discrepancy between the wording, the wording of the electronic copy provided through epost Connect service will take precedence.

2.2 Proposal by Facsimile

1. Due to the nature of the solicitation, proposals transmitted by facsimile are not recommended for administrative reasons, but available to Proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.
2. If the Proponent submits its proposal by facsimile, Canada requests that the following sections be clearly identified and separated in the proposal:

Section I: Technical Proposal;
Section II: Price Proposal.

2.3 Requirement for Proposal Format

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

1. Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
2. Minimum font size - 11 point Times or equal
3. Minimum margins - 12 mm left, right, top, and bottom
4. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
5. 279mm x 432mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
6. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.4 Page Limitation

1. The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty-five (45) pages.
2. The following are not part of the page limitation mentioned above:
 - a. Covering letter
 - b. Cover page
 - c. Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
 - d. Table of Contents
 - e. Integrity Provisions - Required Documentation
 - f. Front page of the Request for Standing Offer document
 - g. Front page of revision(s) to the Request for Standing Offer document
 - h. Declaration/Certifications Form (Appendix B)
 - i. Price Proposal Form (Appendix C)
 - j. Team Identification (Appendix D)
 - k. Client Reference Form (Appendix E)

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 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

1. The Proponent shall be authorized to provide Heritage Conservation Landscape Architectural services as a Full Member of either the Ontario Association of Landscape Architects (OALA) or the Quebec Association of Landscape Architects (AAPQ).
2. The Proponent must also include an Architect with Heritage Conservation experience, a Civil Engineer, a Masonry Conservator, a Metal Conservator, a Cost Consultant with experience estimating costs for Heritage Conservation Projects, a Structural Engineer with Heritage Conservation experience, a Lighting Designer, an Archaeologist, a Site Security consultant, an Ecologist, a Certified ISA Arborist, and a Heritage Planner.
3. Said sub-consultants will be licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the provinces of Ontario and Quebec. If the Proponent is licensed to practice in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.
4. The Proponent must indicate current license or how it intends to meet the provincial licensing requirements. If such information is not submitted with the proposal, Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the specified timeframe will render the proposal non-responsive.

3.1.3 Consultant Team Identification

1. The core Conservation Team to be identified at the time of the submission must include the following:
 - a. **Prime Consultant (the Proponent):**
 - i. Landscape Architect with Heritage Conservation experience
 - b. **Sub-Consultants:**
 - i. Architect with experience in Heritage Conservation
 - ii. Civil Engineer
2. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions – Limitation of Submissions).
3. Proponents must complete the following:
 - a. Team Identification Form found in Appendix D.

3.1.4 Integrity Provisions – Required documentation

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

3.2 RATED REQUIREMENTS

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

3.2.1 Achievements of Prime Consultant (the Proponent)

1. Describe the Proponent's achievements as prime consultant on projects.
2. Present a total of four (4) Heritage Conservation projects (those involving work on a designated Cultural Landscape), three (3) of which must have reached substantial completion within the provided five (5) years prior to January 1, 2020. The fourth should include a study/report/analysis type of mandate. Joint venture submissions are not to exceed the maximum number of projects.
3. Information that should be supplied for each project:
 - a. Project title;
 - b. Required services;
 - c. Photographs or graphic illustrations;
 - d. Heritage designation of the Cultural Landscape;
 - e. Brief project description and project objectives;
 - f. Specific Heritage Conservation challenges and how they were resolved;
 - g. List of key deliverables submitted;
 - h. Awards (if applicable);
 - i. Value of professional fees of the Prime Consultant; and
 - j. Names of key personnel (maximum of 4) responsible for project delivery (indicate one of the following level for each individual: partner, senior, intermediate or junior and their specific contribution to the project).

3.2.2 Achievements of Sub-Consultants

1. Describe the achievements and direct experience either as prime consultant or in a sub-consultant capacity on projects.
2. If the Prime Consultant (the Proponent) proposes to provide multi-disciplinary services, which might otherwise be performed by a sub-consultant, this should be reflected here. Projects best suited for submission shall reflect services identified in the Required Services (RS) section.
3. For each sub-consultant, present three (3) Heritage Conservation projects for which services have reached substantial completion or have been completed in the last five (5) years. A minimum of two (2) of the projects should have been completed in the five years prior to January 1, 2020. If a sub-consultant is proposed for multi-disciplinary services, three (3) Heritage Conservation projects should be selected per discipline.
4. Information that should be supplied for each project:
 - a. Project title;

- b. Required services;
- c. Photographs or graphic illustrations;
- d. Heritage designation of the Conservation project;
- e. Brief project description and project objectives;
- f. Specific Heritage Conservation challenges and how they were resolved;
- g. List of key deliverables submitted;
- h. Awards (if applicable);
- i. Value of professional fees for the specific sub-consultant; and
- j. Names of key personnel (maximum of 4) responsible for project delivery (indicate one of the following levels for each individual: partner, senior, intermediate or junior and their specific contribution to the project).

3.2.3 Achievements of Key Personnel - Prime Consultant

1. Describe the experience, knowledge and achievements of Key Personnel of the Prime Consultant to be assigned to this Standing Offer. This is the opportunity to emphasize the strengths of the individuals on the team, and to recognize past responsibilities, commitments and achievements.
2. Information that should be supplied for each key personnel:
 - a. Professional accreditation;
 - b. Achievements/awards;
 - c. Experience in Heritage Conservation;
 - d. Expertise;
 - e. Number of years of experience;
 - f. Role, responsibility and degree of involvement of individual in past projects; and
 - g. Category level of the individual within the firm (either partner, senior, intermediate or junior).

3.2.4 Achievements of Key Personnel - Sub-Consultants

1. Describe the experience, knowledge and achievements of Key Personnel of the Sub-Consultants to be assigned to this Standing Offer. This is the opportunity to emphasize the strengths of the individuals on the team, and to recognize past responsibilities, commitments and achievements.
2. Information that should be supplied for each key personnel:
 - a. Professional accreditation;
 - b. Achievements/awards;
 - c. Experience in Heritage Conservation;
 - d. Expertise;
 - e. Number of years of experience;
 - f. Role, responsibility and degree of involvement of individual in past projects; and
 - g. Level of the individual within the firm (either partner, senior, intermediate or junior).

3.2.5 Hypothetical Project

1. Project Background
 - a. PWGSC requires professional Conservation Landscape Architectural services for the rehabilitation of a prominent, designated site located in downtown Ottawa. The signature Supreme Court of Canada building – in the Art Deco style – was developed to accommodate the growing Judicial functions of the federal government in the late 1930s.

- b. The landmark institution sits atop a rocky promontory alongside the Ottawa River and serves as a counterpoint to Parliament Hill to the east. The landscape setting is the result of the serendipitous collaboration between the French town planner, Jacques Greber, and the building's architect, Ernest Cormier.
- c. Over the years, the setting has undergone a number of changes including:
 - i. the use of the Kent Street extension to access the Parliamentary Precinct;
 - ii. the transformation of a former building site (Justice Building Annex) to house parking and storage facilities;
 - iii. the addition of parking to the west of the site serving other government entities;
 - iv. the on-going/incremental deterioration of the rocky escarpment towards the river;
 - v. the demise of elements, such as the signature water fountain at the rear of the building, which have long ceased functioning; and,
 - vi. the deterioration of the underground parking garage to the point where a major rehabilitation project must now be undertaken.
- d. In spite of these changes, which have diminished the impact of the original design intent, the landscape still boasts considerable integrity within the broader public realm.

2. Project Objectives

- a. Based on a recent Investigation and Report for the site development of the Judicial Precinct, the Chief Justice of the Supreme Court has committed to a more appropriate setting for the SCC – effectively enhancing its symbolic primacy – in the face of the cited incremental degradation of the site. The Chief Justice also acknowledged the importance of:
 - i. assessing the desired functional workplace program as requested by the tenants;
 - ii. improving the setting, incl. universal accessibility (eg. code deficiencies and physical deterioration);
 - iii. implementing necessary security measures; and,
 - iv. increasing energy efficiency and reducing GHGs (aka sustainable development).
- b. Given that the Feasibility phase of this exercise has effectively been completed, the primary goal then of this rehabilitation project is to prepare a set of Conservation Guidelines – driven by the Conservation Philosophy and Approach – which will guide the Schematic Design phase for this Cultural Landscape. These guidelines will reflect the importance of the larger Cultural Landscape while addressing the expressed intentions of the Chief Justice.
- c. It is also worth noting that the LTVP (2006-07) outlines the Guiding and Planning Principles and presents a Demonstration Plan for the two precincts. It is presently undergoing an update to anticipate the needs for the next 25 years.
- d. Due to the designation of the site (building) and the recommended scope of work, both the FHBRO and NCC will have to be consulted during the development of the project.
- e. A full set of original design and construction drawings and a recent heritage recording are available, as is the Statement of Significance.

3. Required Services

- a. As the prime Landscape Architectural consultant specializing in Heritage Conservation, PWGSC is asking you to submit a Proposal for Services for this project. Your proposal

should cover the services RS 1A (Pre-Design Services) as described in this RFSO that, in your opinion, should be provided. The proposal should include the services to be provided by you and those sub-consultants who comprise your team, as well as the services of other identified conservation specialists or other consultants essential to the successful completion of the project.

4. Conservation Philosophy and Approach

- a. As the Prime Consultant, you must elaborate in your Proposal for Services on your proposed overarching Conservation philosophy, approach and methodology for this project so to resolve the challenges identified in the scope of work. In addition, you must demonstrate your mastery of the Standards and Guidelines as to which key principles and guidelines would so apply.
- b. Also, a rationale to decision-making regarding the management of deteriorated elements and addressing security challenges should be articulated. Considerations which will influence those decisions as well as strategies for addressing competing objectives must be outlined and described.

5. Management of Services

- a. As the Prime Consultant, you are to describe in your Proposal for Services how you will undertake this exercise. You must describe how you will:
 - i. Manage the services to ensure the consistent quality control of deliverables;
 - ii. Assign tasks within the team and sub-consultants; and,
 - iii. Communicate efficiently with the Client and with sub-consultants.

6. Detailed Team Composition

- a. As this is a hypothetical project, it is not necessary to include a fee proposal in your Proposal for Services. However, a chart describing your team composition must be included.
- b. Using the names of Key Personnel (as described in section SRE 3.2.3), identify on the chart which individuals from your team would be assigned to this project. Once identified, please specify their roles and tasks.
- c. The same approach is expected for each of the sub-consultants per the prescribed standing offer team. If other sub-consultants not part of the standing offer team (for example an archaeologist or certified arborist), they need not be named but simply identified.

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 accordance with the following to establish Technical Ratings:

	Criterion	Weight Factor	Points Achieved	Technical Rating
3.2.1	Achievements of Prime Consultant (the Proponent)	2.0	0 - 10	0 - 20
3.2.2	Achievements of Sub-consultants	2.0	0 - 10	0 - 20
3.2.3	Achievements of Key Personnel – Prime Consultant	1.0	0 - 10	0 - 10
3.2.4	Achievements of Key Personnel – Sub-Consultants	1.0	0 - 10	0 - 10
3.2.5	Hypothetical Project	4.0	0 - 10	0 - 40
	Technical Rating	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 sixty (60) out of the hundred (100) points available for the rated technical criteria as specified above.

SRE 4 BASIS OF SELECTION

1. To be declared responsive, a proposal must:
 - a. Comply with all the requirements of the solicitation;
 - b. Meet all mandatory criteria; and
 - c. Achieve a minimum Technical Rating of sixty (60) out of the hundred (100) points available.

2. All responsive price proposals which are greater than 35 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration. An average price is determined by adding all of the responsive Proponents' price proposals together and dividing the total by the number of price proposals being opened.
3. To establish the Technical Score; each responsive proposal's total Technical Rating from SRE 3 (out of the 100 available points) will be multiplied by 90%.
4. To establish the Price Score; each responsive proposal's total price will first be prorated against the lowest evaluated total price, which will determine the Price Rating, which is then multiplied by 10% as per the table below.
5. For each responsive proposal, the Technical Score and the Price Score will be added to determine its Total Score.
6. Basis of Selection: The proposals will be ranked in order from the highest Total Score to lowest Total Score. The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to four (4) Standing Offers.
7. Neither the responsive proposal obtaining the highest Technical Rating nor the one with the lowest Price Rating will necessarily be accepted.

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

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

SRE 5 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Integrity Provisions – Required documentation – **as applicable**, in accordance with General instructions to Proponents (GI 1), Integrity Provisions – Proposal, **section 3**
- ☐ Proposal
- ☐ Front page of Request for Standing Offers
- ☐ Front page of Revision(s) to Request for Standing Offers
- ☐ Declaration/Certifications Form - completed and signed form (provided in Appendix B)
- ☐ Team Identification (Appendix D)
- ☐ Client Reference Form (Appendix E)

For epost Connect Proposal:

- ☐ Proposal – one (1) electronic document attached to the message
- ☐ Price Proposal Form (Appendix C) – one (1) Price Proposal Form completed and submitted in a separate electronic document attached to the message

END OF APPENDIX A

APPENDIX B

Declaration/Certifications Form

Declaration/Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number: ()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____

Declaration/Certifications Form (page 2 of 5)**Federal Contractors Program for Employment Equity - Certification**

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

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

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

Complete both A and B.

A. Check one of the following:

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

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Proponent is not a Joint Venture.

OR

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

Declaration/Certifications Form (page 3 of 5)**Former Public Servant (FPS) - Certification**

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Declaration/Certifications Form (page 4 of 5)

Work Force Adjustment Directive

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

If so, the Proponent must provide the following information:

1. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. 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 all applicable taxes.

Declaration/Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

END OF DECLARATION/CERTIFICATIONS FORM

APPENDIX C

Price Proposal Form

APPENDIX C – PRICE PROPOSAL

INSTRUCTIONS

1. Complete price proposal and as per GI 10.
2. Proponents are not to alter or add information to the form.
3. In order to ensure that fair and competitive hourly all-inclusive rates are received for each of the positions listed, the following requirement must be strictly adhered to:
 - a. Proponents must provide an hourly all-inclusive rate for each listed position.
 - b. In the event that the firm consists of fewer personnel than listed, provide an hourly all-inclusive rate that corresponds with each position listed.
 - c. The all-inclusive hourly rate is applicable to both normal working hours and any other shift work as required.
 - d. The all-inclusive hourly rates provided must be equal to or greater than the hourly all-inclusive rate provided for the position listed below it. For example, the hourly all-inclusive rate of a Partner or Principal must be equal to or greater than the hourly all-inclusive rate of the senior personnel, senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel.
 - e. The hourly all-inclusive rate for any given category of personnel cannot be \$0 or nil value.

Failure to insert an hourly all-inclusive rate for each position listed will render your proposal non-responsive.

4. The Proponent shall provide a single fixed hourly all-inclusive rate for each category of personnel listed.
 - a. Fixed hourly all-inclusive rate for each category of personnel of the Prime Consultant and Sub-Consultant & Specialists provided by the offeror will be used for years 1 and 2 of the Standing Offer;
 - b. The Standing Offer rates for year 3 will be determined by using the rates provided for years 1 and 2 adjusted by a percentage increase of 2%;
 - c. Option year 1, if exercised, will use the same rate as year 3;
 - d. Option year 2, if exercised, will be determined by using Option year 1 rates adjusted by a percentage increase of 2%.
5. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of Parliament Hill are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/s3/en>).
6. Training: Firms are advised that all training time is to be calculated as an integral part of the hourly all-inclusive rates, for all training provided by PWGSC.

In the event of a mathematical error, refer to GI 10.1.6.

Name of Proponent: _____

Address: _____

Senior Resource: A resource having a minimum of 12 years of experience delivering services of similar scope to that which is required for this standing offer required services

Intermediate Resource: A resource having 6 to 11 years of experience delivering services of similar scope to that which is required for this standing offer required services

Junior Resource: A resource having 0 to 5 years of experience delivering services of similar scope to that which is required for this standing offer services.

Personnel with an undefined seniority: A resource having a minimum of six (6) years' experience delivering services of similar scope to that which is required for this standing offer services

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

Table A: Prime Consultant – Landscape Architect (with Heritage Conservation Experience)

Column	A	B	C
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B
Partner or principal of the firm	10 %	\$	\$
Senior Landscape Architect	35 %	\$	\$
Intermediate Landscape Architect	25 %	\$	\$
Junior Landscape Architect	15 %	\$	\$
Technician	15 %	\$	\$
SUB-TOTALS			\$
TOTAL PRICE FOR EVALUATION PURPOSES			\$ ①

Table B: Architect (with Heritage Conservation Experience)

Column	A	B	C
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B
Partner or principal of the firm	10 %	\$	\$
Senior Architect	35 %	\$	\$
Intermediate Architect	25 %	\$	\$
Junior Architect	15 %	\$	\$
Technician	15 %	\$	\$
SUB-TOTALS			\$
TOTAL PRICE FOR EVALUATION PURPOSES			\$ ②

Table C: Civil Engineering

Column	A	B	C
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B
Partner or principal of the firm	10 %	\$	\$
Senior Engineer	35 %	\$	\$
Intermediate Engineer	25 %	\$	\$
Junior Engineer	15 %	\$	\$
Technician	15 %	\$	\$
SUB-TOTALS			\$
TOTAL PRICE FOR EVALUATION PURPOSES			\$ ③

Table D: Sub-consultant 2

Column	A	B	C
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B
Masonry Conservator	10.0 %	\$	\$
Metal Conservator	10.0 %	\$	\$
Cost Consulting (with experience estimating costs for Heritage Conservation projects)	10.0 %	\$	\$
Structural Engineer (with Heritage Conservation Experience)	10.0 %	\$	\$
Lighting Designer	10.0 %	\$	\$
Archaeologist	10.0 %	\$	\$
Site Security	10.0 %	\$	\$
Ecologist	10.0 %	\$	\$
Certified ISA Arborist	10.0 %	\$	\$
Heritage Planner	10.0 %	\$	\$
SUB-TOTAL			\$
TOTAL PRICE FOR EVALUATION PURPOSES			\$ (4)

Table E: Price Proposal Summary Table

Column	A	B	C
DISCIPLINE	Weight Factor	Weighted Hourly Rates	A x B
Table A - Landscape Architect (with Heritage Conservation Experience)	55 %	① \$	\$
Table B - Architect (with Heritage Conservation Experience)	15 %	② \$	\$
Table C – Civil Engineering	15 %	③ \$	\$
Table D – Sub-consultant 2	15 %	④ \$	\$
SUB-TOTALS			\$
GRAND TOTAL FOR EVALUATION PURPOSES			\$ ⑤

Signature of Consultant or Joint Venture Consultants.....
Signature.....
Signature.....
Capacity.....
Capacity.....
Signature.....
Signature.....
Capacity.....
Capacity**END OF PRICE PROPOSAL FORM**

APPENDIX D

Team Identification

APPENDIX D – TEAM IDENTIFICATION

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

The Prime Consultant and other members of the Consultant Team 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.

I. Prime Consultant:

Discipline:

Firm or Joint Venture Name:

.....

.....

For each key individual, provide level (principal, senior, intermediate or junior), professional licensing status and years of experience.

.....

.....

.....

.....

.....

II. Key Sub Consultants / Specialists:

Discipline:

Firm Name:

.....

.....

For each key individual, provide level (principal, senior, intermediate or junior), professional licensing status and years of experience.

.....

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.....

.....

.....

Discipline:

Firm Name:
.....
.....

For each key individual, provide level (principal, senior, intermediate or junior), professional licensing status and years of experience.

.....
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.....
.....
.....

END OF TEAM IDENTIFICATION

APPENDIX E

Client Reference Form

To be completed, signed and submitted with proposal

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

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT

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

Section A

This hereby confirms that the following Consulting Firm _____,	
executed the services for the following project _____.	
Project Location: _____.	
Consulting Firm's Services related to the Project:	
Consulting Firm's Initial Contract Value (ex. tax)	Consulting Firm's Contract Value (ex. tax) at substantial performance* (as defined by GI1)
_____	_____
Explain any variance between Consulting Firm's initial contract value and contract value at substantial performance:	
Initial Construction Contract Value (ex. tax)	Construction Contract Value (ex. tax) at substantial performance* (as defined by GI1)
_____	_____
Explain any variance between the Construction's initial contract value and at substantial performance:	

Section B

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

APPENDIX F

Doing Business with PWGSC Documentation and Deliverables Manual



Public Services and
Procurement Canada

Services publics et
Approvisionnement Canada

Canada



Serving
GOVERNMENT,
serving
CANADIANS.

Doing Business with PWGSC Documentation and Deliverables Manual



pssp-spac

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Revisions

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

1 General

1.1 Effective Date

January 31, 2019

1.2 Authority

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

1.3 Purpose

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

1.4 Scope

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

1.5 Harmonization with Terms of Reference

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

1.6 Departmental Name Change

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

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

1.7 Terminology

This document utilizes the following terminology:

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

1.8 Definitions

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

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

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

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

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

2 Construction Documents

2.1 General

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

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

2.1.1 Principles of PWGSC Contract Documents

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

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

2.1.2 Translation

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

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

2.1.3 Construction Documents Definitions

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

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

2.1.4 Quality Assurance

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

2.1.5 Quality Assurance Deliverables

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

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

2.1.6 Terminology & Quantities

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

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

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

2.1.7 Units of Measure

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

2.2 Drawings

2.2.1 General

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

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

2.2.2 Information to be Included

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

2.2.3 Title Blocks and Revision Notes

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

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

2.2.4 Drawing Numbers

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

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

2.2.5 Presentation Requirements

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

2.2.6 Legends

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

2.2.7 Schedules and Tables

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

2.2.8 North Arrow

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

2.2.9 Drawing Symbols

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

2.2.10 As-Built Drawings

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

2.2.11 Submission Format

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

2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

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

2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

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

2.3 Building Information Modelling (BIM)

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

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

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

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

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

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

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

2.4 Specifications

2.4.1 National Master Specification

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

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

2.4.2 Index

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

2.4.3 Specification Organization

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

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

2.4.4 Standards

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

2.4.5 Specifying Materials

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

2.4.5.1 Alternate Products and Materials

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

2.4.5.2 Sole Sourcing

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

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

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

Designated Contractor

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

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

Designated Contractor

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

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

Materials

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

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

Acceptable Materials

- .1 The only acceptable materials are [].

2.4.6 Measurement for Payment

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

2.4.6.1 Unit Prices

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

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

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

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

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

2.4.7 Cash Allowances

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

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

2.4.8 Warranties

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

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

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

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

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

2.4.9 Miscellaneous Requirements

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

2.4.10 Specification Coordination

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

2.4.11 Regional Guide

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

2.4.12 Health and Safety

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

2.4.13 Subsurface Investigation Reports

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

Subsurface Investigation Report(s)

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

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

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

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

2.4.14 Prequalification and Pre-Award Submissions

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

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

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

2.4.15 Contracting Issues

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

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

2.4.16 Specification Submission Format

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

2.4.16.1 Specification Hard Copy Deliverable Format

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

2.4.16.2 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be:

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

2.5 Addenda

2.5.1 Format

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

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

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

2.5.2 Content

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

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

3 Cost Estimates

3.1 Cost Estimates Submission Formats

3.1.1 Format

Construction cost estimates for projects shall be prepared in elemental format, in accordance with UniFormat as issued by Construction Specifications Canada and the Construction Specifications Institute.

3.1.2 Contents

All cost estimates shall contain the following:

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

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

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

3.2 Classes of Cost Estimates for Construction Projects

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

3.2.1 Class D (Indicative) Estimate

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

3.2.2 Class C Estimate

Based on schematic/conceptual design and/or comprehensive list of project requirements, this estimate shall be adequately detailed and shall be sufficient for making the correct investment decision. This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class C cost estimate shall be such that no more than a 15% design allowance is required.

3.2.3 Class B (Substantive) Estimate

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

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

3.2.4 Class A (Pre-Tender) Estimate

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

4 Project Schedules

4.1 Schedule Format

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

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

4.2 Progress Report

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

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

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

4.2.1 Executive Summary

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

4.2.2 Narrative Report

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

4.2.3 Variance Report

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

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

4.2.4 Criticality Report

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

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

4.2.5 Exception Report

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

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

The exception report shall be provided in the following format:

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

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

4.2.6 Master Schedule

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

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

4.2.7 Detailed Project Schedule

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

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

Appendix A Checklist for the Submission of Construction Documents

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

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

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

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

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

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

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

Appendix B Drawings and Specifications Table of Contents Template

B.1 General

List all drawings by number and title.

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

B.2 Sample Table of Contents

Project No:	Table of Contents	Index
_____		Page 1 of ____

DRAWINGS:

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

SPECIFICATIONS:

DIVISION	SECTION	NO. OF PAGES
01	01 00 10 – General Instructionsxx
	01 14 25 – Designated Substances Reportxx
	01 35 30 – Health and Safetyxx
23	23 xx xx	
26	26 xx xx	

Appendix C Addenda Formatting Template

C.1 Instructions

To re-issue a drawing with an addendum:

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

To re-issue a specification with an addendum:

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

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

C.2 Sample Addendum

Date: _____

Addendum Number: _____

Project Number: _____

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

DRAWINGS:

- 1 A1 Architecture
 - .1

SPECIFICATIONS:

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

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

D.1 Electronic Submissions

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

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

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

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

D.2 Directory Structure

D.2.1 1st Tier Subfolder

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

D.2.2 2nd Tier Subfolder

The 2nd tier of the directory structure shall consist of: “Bilingual - Bilingue”, “English” and “Français” folders. The folders of the 2nd tier cannot be given any other names since the Government Electronic Tendering System (GETS) uses these names for validation purposes. At least one of the “Bilingual - Bilingue”, “English” and “Français” folders is always required, and these must always have one of the applicable subfolders of the 3rd tier.

D.2.3 3rd Tier Subfolder

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

D.2.4 4th Tier Subfolder - Drawings

The 4th-tier subfolders for Drawings should reflect the various disciplines of the set of drawings. Because the order of appearance of the subfolders on the screen will also determine the order of printing, it is necessary to start with a number the identification name of the subfolders in the “Drawings – Dessins”, “Drawings” and “Dessins” folders. The first subfolder must be always reserved for the Title Page and/or the List of Drawings unless the first drawing of the set is an actual numbered discipline drawing.

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

- Y

Where:

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

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

For the “Drawings - Dessins” folder:

= Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

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

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

- The alphanumerical sorting is done on an ascending order;
- The alphanumerical order of the subfolders determines the order of appearance on the screen as well as the order of printing (as an example: all the drawing PDF files in the 01 sub-older will be printed in alphanumerical order before the drawings in the 02 sub- folder etc.);

Each drawing PDF file within each subfolder will also be sorted alphanumerically. This will determine the order of appearance on the screen as well as the order of printing (i.e. Drawing A001 will be printed before Drawing A002, Drawing M02 before Drawing M03, etc.).

D.2.5 4th-Tier Subfolders for Specifications

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

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

- Y

Where:

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

Y = the title of the folder

Example:

02 – Divisions

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

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

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

D.2.6 Directory Structure Example

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

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

D.3 Naming Convention for PDF Files

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

D.3.1 Drawing File Names

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

X### - Y

Where:

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

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

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

Example:

A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

D.3.2 Specifications

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

D.3.3 Documents Other Than Specifications Divisions

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

- Y

Where:

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

Y = Name of the document

Example:

01 – Drawings and Specifications Index

D.3.4 Specifications Divisions

The specifications divisions must be named as follows:

Division ## - Y

Where:

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

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

Example:

Division 05 – Metals

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

D.4 Media Label

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

Project Number / Numéro de projet

Project Title / Titre du projet

Documents for Tender / Documents pour appel d'offres

Disk X of/de X

Example:

Project 123456 / Projet 123456

Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d'offres

Disk 1 of/de 1