



<b>OPEN AGREEMENT OR CONTRACT CONSULTING SERVICES</b>	<b>DATE: JANUARY 11, 2021</b>
<b>FOR THE CORRECTIONAL SERVICE OF CANADA MATERIAL RESOURCES MANAGEMENT 250 MONTEE ST-FRANÇOIS LAVAL, QUEBEC H7C 1S5</b>	
Please address all requests for information to Karine Clement, Regional Officer int., Contracts and Procurement Telephone: 450-661-9550, ext. 3214 Fax: 450-664-6626 Courriel : <a href="mailto:karine.clement@csc-scc.qc.ca">karine.clement@csc-scc.qc.ca</a>	
<b>CONSULTING SERVICES FOR CSC'S DIRECTORY OF CONSULTING ENGINEERS</b>	

The content of the clauses and conditions in this document is provided to inform the Bidder of the content of the Open Agreement or contract that will subsequently be offered and will have to be signed by the Contractor.

If you are interested in being on the "**CSC Directory of Consulting Engineers**," you must consult and complete the notice of interest: "**CSC Directory of Consulting Engineers**" reply form attached.



## Security requirements

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/ site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

Contractor personnel must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or a part of the site of any Contractor personnel, at any time.

### CONTRACTING AUTHORITY

Name : Karine Clément  
Title : Acting Contracting and Procurement  
Regional Officer  
Telephone. : 450-661-9550 poste 3214  
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### MINISTER REPRESENTATIVE

Name :  
Title :  
Telephone. :  
E-mail :



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## OPEN AGREEMENT OR CONTRACT

### 1 OPEN AGREEMENT OR CONTRACT

- 1.1 This Open Agreement or contract Consulting Engineer concerns the acquisition of services to be provided by the Consultant for projects designated by the Departmental Representative. The Open Agreement is to ensure that the Consultant can be called upon immediately to provide services as needed from the **CSC Directory of Consulting Engineers** when it not possible establish in advance with a reasonable certainty the scope of services. **The Consultant acknowledges that an Open Agreement is not a contract and that the issue of an Open Agreement does not obligate or commit Canada to pay for services or establish a contract in that regard.**

### 2 LENGTH OF OPEN AGREEMENT OR CONTRACT

- 2.1 This open agreement or contract remains effective for a period of up to two (2) years, or may be terminated earlier by informing the other party that no other services are required or provided. If not all of the services begun have been provided before the period expiry date, the Agreement will end once all the services have been provided or with notice from Canada, in accordance with the provisions of SACC manuel clause [R1240D](#).

### 3 FEE ARRANGEMENT

- 3.1 Subject to the provisions of this Open Agreement or contract, Canada agrees to pay the Consultant, in exchange for his services, an amount calculated in accordance with the provisions of SACC manuel clause [R1230D](#).
- 3.2 Regardless of the maximum amount payable by Canada, the Open Agreement or contract will have a maximum limitation of expenditure, including fees and disbursements, of **\$34 790.17** (applicable taxes excluded) without prior authorization from the Contracting Authority.
- 3.3 The Departmental Representative shall provide a Request for Proposal requesting the fees for the roles of all persons, including principals, to be employed by the Consultant to provide the Services required for the Project or requesting a firm price for the whole Project to be completed.



## PART A – STANDARD CLAUSES

### A1 TERMS, CONDITIONS AND CLAUSES

#### OPEN AGREEMENT OR CONTRACT

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

(A) the Front Page and this Agreement clause;

(B) the General Terms, Conditions and Clauses, as amended, identified as:

[R1210D](#) (2018-06-21), General Conditions (GC) 1 - General Provisions – Architectural and/or Engineering Services

[R1215D](#) (2016-01-28), General Conditions (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services

[R1220D](#) (2015-02-25), General Condition (GC) 3 - Consultant Services

[R1225D](#) (2015-04-01), General Condition (GC) 4 - Intellectual Property

[R1230D](#) (2018-06-21), General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services

[R1235D](#) (2011-05-16), General Condition (GC) 6 – Changes

[R1240D](#) (2018-06-21), General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination

[R1245D](#) (2016-01-28), General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services

[R1650D](#) (2017-11-28), General Condition (GC) 9 - Indemnification and

(C) the document entitled “Doing Business with PWGSC Documentation and Deliverables Manual”;

#### A2 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) this Agreement clause;
- (c) General Terms, Conditions and Clauses;
- (d) Project Brief / Terms of Reference;
- (e) the proposal of the firm.



### **A3 Performance Evaluation**

The performance of the Consultant during and upon completion of the Services shall be evaluated by Canada. This evaluation is based on 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. Form CSC/SCC 0996e (R-2020-10) – Consultant Performance Evaluation Report - is used to evaluate performance.

### **A4 Reference**

The connection to some of the Web sites in the Agreement is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>



## PART B – PROJECT SERVICES

### B1.1 Services to be provided

- B1.1.1 The Departmental Representative shall provide a Commitment for Services describing the Services that must be provided by the Consultant.
- B1.1.2 For the standards for service delivery, please refer to the "Doing Business" document. The standards specified in this document must be respected, as well as the Commitment for Services and Open Agreement.
- B1.1.3 In anticipation of various construction and / or study projects, the consultant will be required to provide the Correctional Service of Canada with one or more of the following professional services:
- (a) meet with Departmental Representative and prepare a needs analysis;
  - (b) conduct necessary surveys and analyze the data;
  - (c) produce a budget estimate;
  - (d) produce a work schedule;
  - (e) prepare the plans and specifications;
  - (f) define the concepts with recommendations based on the mandate;
  - (g) participate in the bidding process (visit/ answer technical questions during the bidding process/ write addenda as needed);
  - (h) carry out partial supervision of the installation work (the number of visits may vary according to the mandate);
  - (i) participate in worksite meetings;
  - (j) prepare reports;
  - (k) review shop drawings;
  - (l) participate in acceptance testing.