

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux  
Canada**

**Voir dans le document/**

**See herein**

NA

Québec

NA

## Request For a Standing Offer Demande d'offre à commandes

## Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID

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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> OAC - Expertise et conception en mé	
<b>Solicitation No. - N° de l'invitation</b> EF930-211863/A	<b>Date</b> 2021-02-11
<b>Client Reference No. - N° de référence du client</b> EF930-211863	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-035-16067
<b>File No. - N° de dossier</b> MTC-0-43258 (035)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-03-25</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> Voir doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lussier, Joël	<b>Buyer Id - Id de l'acheteur</b> mtc035
<b>Telephone No. - N° de téléphone</b> (514)708-3582 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> TPSCG/PWGSC PL.BONAVENTURE,PORTAIL S-O 800 RUE DE LA GAUCHETIERE O B7300 MONTREAL Québec H5A1L6 Canada	
<b>Security - Sécurité</b> 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**

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

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N° de la modif - Amd. No.  
N° du dossier - File No.  
MTC-0-43258

Id de l'acheteur - Buyer ID  
MTC-035  
N° CCC / CCC No./ N° VME - FMS

## REQUEST FOR STANDING OFFER (RFSO)

### MECHANICAL AND ELCETRICAL ENGINEERING SERVICES QUEBEC REGION

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**Appendix A - Team Identification Format**

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## REQUEST FOR STANDING OFFER (RFSO)

### SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

#### SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

#### SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror 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 Offeror 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 Offeror is a Joint Venture, the Offeror must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### SI 3 SECURITY REQUIREMENTS

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

Offerors are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possesses a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC). Should the successful offerors not have the level of security indicated above, PWGSC shall sponsor the successful offerors to allow CISD to initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful offerors for completion.

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Offerors desiring such sponsorship should so indicate in their covering letter with their offer.

Successful offeror(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance.

## GENERAL INSTRUCTIONS TO OFFERORS (GI)

### Integrity Provisions – Offer

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Offeror 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 Offeror 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 Offeror certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror 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 an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror 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 Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

## **GI 1 DEFINITION**

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

**"Applicable Taxes":**

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

**"Consultant Team":**

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

**"Key Personnel":**

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

**"Price Rating":**

A rating assigned to the price component of a offer 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 offers.

**"Offeror":**

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

**"PWGSC Evaluation Board":**

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

**"Technical Rating":**

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

## GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) invites potential suppliers, which are mechanical / electrical engineering consulting firms, to submit offers in response to this request for standing offers.
2. Selected offerors (mechanical / electrical engineering consulting firms) must provide services as specified in the Services Required (SR) section for projects in the province of Quebec in the following disciplines: mechanical engineering and / or electrical.
3. They must present their team of consultants and key personnel who are certified or may be certified to carry on their activities in Quebec. Offerors must be able to demonstrate that they have successfully provided these services on a wide range of projects in the past five (5) years. As a general rule, we will assess the company and the team of consultants based on their confirmed understanding of the scope of the services, their approach and their methodology in the provision of these services, the quality of their experience relevant in this sector, as well as the cost of providing said services.
3. PWGSC intends to issue seven (7) Standing Offers, each for a term of two (2) years from the date of issue, subject to three (3) option periods of one year each for the province of Quebec.

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

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

The total estimated value of standing offers for the province of Quebec is estimated at about Seven (7) million\$ in fees and expenses. Individual call-ups will vary, up to a maximum of \$600 000 in fees and expenses (taxes included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

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

## GI 3 PROCUREMENT BUSINESS NUMBER

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



#### GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:  
  
Public Works and Government Services Canada (PWGSC) ». Supply Department  
800, de la Gauchetiere west, Suite 7300  
Montreal (Quebec) H5A 1L6  
Joel Lussier, Procurement Specialist  
[Joel.lussier@tpsgc-pwgsc.gc.ca](mailto:Joel.lussier@tpsgc-pwgsc.gc.ca)
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### GI 5 QUANTITY

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

#### GI 6 PWGSC OBLIGATION

A Request for Standing Offer does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, 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 offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

#### GI 7 RESPONSIVE OFFERS

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

#### GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. To assist interested offerors to better understand the request for standing offer process, PWGSC will host one bilingual bidders conference. Your participation to the conferences is voluntary and not mandatory.

The conference will take place through the "MS Teams" application. It is possible to use MS Teams from a web browser by accessing the site : <https://www.microsoft.com/en-ca/microsoft-teams/group-chat-software>

**The conference date is set to : March 9th, 2021 from : 1h30pm to 2:30pm**

Offerors who wish to participate are invited to send their attendance as well as their questions in the same email to: joel.lussier@tpsgc-pwgsc.gc.ca before March 3rd, 2021. Subsequently, an email will be sent to offerors with the meeting contact details via MS Teams. (direct link to connect to the meeting)

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

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

## GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by offerors through the GETS <https://buyandsell.gc.ca/>;
  - b) in response to the Request for Standing Offer, interested offerors shall submit their offers using a "**two separate digital documents**", in which offerors submit the "**technical component**" of their offer in one document and the "**proposed price**" of the services (price offer) in a second document (as further described in GI 10.3 below);
  - c) responsive offers are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
  - d) PWGSC may issue a standing offer to the successful offerors;
  - e) PWGSC will notify unsuccessful offerors as soon as possible following the conclusion of the standing offer with the successful offerors.

## GI 10 SUBMISSION OF OFFER

1. Canada requires that each offer, at closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If a offer is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Offeror's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a offer;
  - b) submit a offer, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
  - c) send their offer electronically to the following location:

### **PWGSC Québec Region Bid Receiving Unit**

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

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

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

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

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

- d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the offer; and
  - e) provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical offer and the price offer must be submitted in separate digital document that are easy to recognize, in accordance with the instructions contained in the offer document. The digital documents shall be submitted in a single package which shall clearly and conspicuously reproducing the information identified in paragraph 2. d) above.
4. Timely and correct delivery of offers are the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.

7. Offer documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS) <https://buyandsell.gc.ca>. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### GI 11 OFFERS SUBMITTED BY ELECTRONIC MEANS

You must submit a full technical offer, with a price offer (in separate digital documents) and supporting information to enable a proper assessment to be made. **Paper transmission of offers by means such as mail or facsimile will not be accepted. Only transmission via epost will be accepted.**

#### GI 12 EVALUATION OF PRICE

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

#### GI 13 LIMITATION OF SUBMISSIONS

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

#### GI 14 LICENSING REQUIREMENTS

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

#### GI 15 REJECTION OF OFFER

1. Canada may reject a offer where any of the following circumstances is present:
  - (a) the Offeror 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 offer 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 Offeror 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
  - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
    - (ii) Canada determines that the Offeror'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 offer pursuant to subsection 1.(f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

## GI 16 NOT APPLICABLE

## GI 17 INSURANCE REQUIREMENTS

1. The successful Offeror shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Offeror 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 offer, the Offeror certifies that the Offeror 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 offer documents.

## GI 18 JOINT VENTURE

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

## GI 19 LATE SUBMISSIONS

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

## GI 20 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror 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 offerors submitting a offer as a joint venture.

## GI 21 DEBRIEFING

Should a Offeror desire a debriefing, the Offeror should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or by videoconference.

## GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Contracting Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror 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 Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror outlining the total of lines of credit granted to the Offeror 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 Offeror 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 Offeror 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 Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Offeror 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 Offeror 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 Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
5. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror'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 offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

## **GI 23 REVISION OF OFFER**

An offer submitted may be amended in the manner identified in GI 10 2. c) of article GI10, on or before the date and time set for the receipt of offers. The revision must be on the Offeror's letterhead or bear a signature that identifies the Offeror, and must clearly identify the change(s) to be applied to the original offer. The revision must also include the information identified in GI 10 2.d).

## **GI 24 PERFORMANCE EVALUATION**

Offerors shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory,



the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

## GI 25 OFFER COSTS

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

## GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

## GI 27 LIMITATION OF LIABILITY

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

## GI 28 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer 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 Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with at least the same qualifications and experience. The Offeror

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must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

## **GI 29 CODE OF CONDUCT FOR PROCUREMENT – OFFER**

The Code of Conduct for Procurement provides that Offerors must respond to Requests for Standing Offer (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Offeror 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.

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## **Standing Offer Brief**

General Project Objectives (GPO)

Project Administration (PA)

Required Services (RS)

Additional Services (AS)

## GENERAL PROJECT OBJECTIVES GPO

### GPO 1.0 PROJECT OBJECTIVES

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

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

### GPO 1.1 PWGSC Standards and Procedures

For standards relating to the service provisions herein please refer to “***Doing Business with PWGSC – Documentation and Deliverables Manuals***” and “***Doing Business with PWGSC – Quebec Region ADDENDUM***” or any latest applicable standards or procedure. The standards and procedures as described in each individual Call-up must be adhered to in conjunction with this scope of services.

### GPO 1.2 Design Principles - General

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

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

### GPO 1.3 Sustainable Development

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

### **GPO 1.3.1 Energy Management**

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

PWGSC must consider greenhouse gases (GHG) emission reductions when evaluating design options for projects. The document « **Guideline - Project GHG Options Analysis Methodology** » describes a methodology to evaluate project options based on their GHG emission reductions opportunity. This methodology, which was developed to incorporate greenhouse gas emissions reduction and their financial impact into Real Property investment decisions, should be followed for projects in Crown-owned buildings.

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

- 28% for construction projects of new office buildings;
- 24% for construction projects of other types of new buildings;
- 24% for construction projects of buildings undergoing major renovations;

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

- Capital expenditures with all essential and incidental costs;
- Subsidies and incentives available;
- Operating and maintenance costs, planned repairs, etc. ;
- Replacement cost of equipment during the analysis period;
- Energy and public utility costs (electricity, gas, water, etc.) with any sliding scale; carbon price based on predicted GHG (CO<sub>2</sub>) emissions;
- Recovery values (residual) and / or disposal costs at the end of the analysis period.

### **GPO 1.3.2 Water Management**

- Reduce water consumption by 20%. To do this, integrate minimally water-consuming equipment or devices (urinals, kitchen and sink taps, shower heads, etc.) according to the requirements of the certification concerned.
- Evaluate options for reuse of gray water or rainwater in all new major rehabilitation projects. Determine the additional life cycle costs associated with each option.

### **GPO 1.3.3 Resource Use and Product Selection**

- Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.
- Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).

### **GPO 1.3.4 Indoor Environmental Quality**

- Indoor air quality must meet at least the standards prescribed in Part II of the **Canada Labor Code**,

as well as the current edition of the standards of the **American Society of Heating, Refrigerating and Air Conditioning Engineers 62.1-2019** and **55-2017**.

- As far as possible, the **ASHRAE Indoor Air Quality Guide: Best Practice for Design, Construction and Commissioning** dated 2009 or later should be taken into account in order to promote acceptable indoor air quality.
- The design shall ensure that nothing will generate the accumulation of moisture in the HVAC system or the accumulation of backwater.
- To prevent the risk of mold growth, follow the **Mould Guidelines for the Canadian Construction Industry** from the **Canadian Construction Association's** standard document ACC 82-2004.
- All noxious or unpleasant odours arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced. Refer to **LEED** Indoor Environmental Quality (IEQ) requirements.
- Design options such as CO<sub>2</sub> sensors, humidity sensors, and individual air volume controls shall be examined for their feasibility.
- The project design and finishing materials specified shall be reviewed for their impact on the acoustical quality of the space after fit-up.

#### **GPO 1.3.5 Quality of lighting**

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

#### **GPO 1.4 Waste Management**

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

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

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

#### **GPO 1.5 Environment**

##### **Impact Assessment Act (2019)**

All PWGSC projects are subject to the **Impact Assessment Act (2019)**. Where applicable, the impact assessment study will be carried out by a consultant mandated by the PWGSC Environment sector, at

the expense of the Department. The consultant appointed through this standing offer may obtain a copy of the report resulting from the impact assessment study so that it may take it into account in carrying out its mandate.

#### **GPO 1.6 Code Compliance**

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

#### **GPO 1.7 Risk Management**

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

#### **GPO 1.8 Health and Safety**

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

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

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

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

### **GPO 2 ISSUES**

#### **GPO 2.1 Major Cost Issues**

Issue: Construction cost limitations

Strategy to control cost:

Effective cost estimating and cost control is of prime importance and shall be provided by a costs specialist. The Class D, C, B and Class A cost estimates shall be submitted in elemental cost analysis format. The applicable standards for presentations are those of ASTM International:

ASTM E1557 - 09(2020)e1	Standard Classification for Building Elements and Related Sitework—UNIFORMAT II
ASTM E2083 - 05(2016)	Standard Classification for Building Construction Field Requirements, and Office Overhead & Profit
ASTM E2168 - 10(2016)	Standard Classification for Allowance, Contingency, and Reserve Sums in Building Construction Estimating

ASTM E2514 - 15	<i>Standard Practice for Presentation Format of Elemental Cost Estimates, Summaries, and Analyses</i>
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The project team's cost specialist must be an active participant in the drafting of the estimate and in project cost monitoring. Using his/her experience and skills, the cost specialist may have an influence on project decisions because he/she interprets data and exercises cost control in accordance with the economic parameters established for the project.

The cost specialist's expertise may be required in every project phase. When an estimate is requested, it should be submitted in the form of a full report. Where applicable, the estimate may be included in the reports of other disciplines for the current project phase concerned.

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

#### **GPO 2.2 Major Time Issues;**

Issue: Project Time Management, Planning, and Control

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

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

Issue: "out of service time frame"

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

#### **GPO 2.3 Major Operational Issues**

Issue: Adjacent Programs

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

#### **GPO 2.4 Major sustainable development component**

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

#### **GPO 2.5 Heritage buildings**

At the federal level, there are many buildings with heritage characteristics that must be taken into account for the purposes of the Federal Heritage Buildings Policy throughout the project, from the design to the construction phase. The implementation of the Federal Heritage Buildings Policy is the



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responsibility of the Federal Heritage Building Review Office (FHBRO). The Standards and Guidelines for the Conservation of Historic Places in Canada, drawn up by Parks Canada, is an indispensable reference. The Offeror's team must be able to provide the requested services using qualified employees or hire the services of a firm specializing in the field concerned.

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

## DESCRIPTION OF SERVICES

### PA 1 PROJECT ADMINISTRATION

#### INTENT

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

#### PA 1.1 COORDINATION WITH PWGSC

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

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

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

The consultant shall:

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

#### PA 1.2 COORDINATION WITH SUB-CONSULTANTS

The Consultant shall:

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

#### PA 1.3 GENERAL PROJECT DELIVERABLES

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

All documents (drawings and specification) are to be produced in accordance with PWGSC documents ***“Doing Business with PWGSC – Documentation and Deliverables Manuals”*** and ***“Doing Business with PWGSC – Quebec Region ADDENDUM”*** (refer to Appendix ‘D’) and at project delivery stage as described in each individual Call-up.

Drawings must comply fully with the most recent CADD standard.

#### **PA 1.4 LINES OF COMMUNICATION**

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

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

#### **PA 1.5 MEDIA**

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

#### **PA 1.6 MEETINGS**

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

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

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

#### **PA 1.7 PROJECT RESPONSE TIME**

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

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

#### **PA 1.8 SUBMISSIONS, REVIEWS AND APPROVALS**

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

PWGSC in-house services

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

- Number of Submissions: until approval has been received

Design review committee - client

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

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

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

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## **REQUIRED SERVICES (RS)**

- RS 1 Services of pre-conceptual studies
- 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
- RS 7 Risk Management.
- RS 8 Commissioning

## REQUIRED SERVICES RS

### GENERAL

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

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

- **Feasibility Studies / Options Analysis:** these are essentially existing Government of Canada buildings, that require studies to determine if and how best to replace or upgrade various electromechanical systems in the building. These projects require comparison of viable solutions and cost estimate comparisons based on life-cycle cost analysis.
- **Arcflash studies:** carry out studies on the risks associated with electric arcflash by considering the power supply distribution from public and emergency networks.
- **Energy efficiency studies:** Carry out energy efficiency studies with an objective to reduce energy consumption and to reduce GHG emissions.
- **Half-Life Refits:** many government buildings are reaching half their design life limit and must be refitted to provide accommodation for federal departments for an additional 25 - 30 years. These projects require all services from surveys, conceptual analysis, production of tender documents, partial monitoring during construction and commissioning of new and upgraded electromechanical systems.
- **Project briefs:** these consist of writing descriptions or statements of projects or writing mandates required for obtaining additional services (AS); e.g. expert in acoustic services or specialists in balancing / commissioning).

Hazardous Material: It is possible that services to render require interventions in buildings or on electromechanical systems with inherent problems related to mould, lead or asbestos. Consultants must be able to render services related to those inherent conditions.

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

## **RS 1 Services of pre-conceptual studies**

### **RS 1.1 Analysis of Project Requirements**

#### **1.1.1 Intent**

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

The Consultant should take into account all pre-concept studies developed by others and ensure that the information presented is complete and coordinated. He shall identify any missing information, contradiction or question resulting from his verification .

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

#### **1.1.2 General**

##### **Scope and Activities**

- Visit the building/site and verify the availability and capacity of services needed for the project
- Attend project start up meeting
- Analyze the project requirements/program
- Review all available existing material related to the project
- Examine the plans, specifications and all other documents of the existing building where appropriate.
- Review the proposed project schedule for verification that all milestone dates are achievable
- Review the cost plan/budget for verification that the costs are realistic and achievable
- Identify and verify all authorities having jurisdiction over the project
- Identify the codes, regulations and standards that apply

#### **1.1.3 Deliverables**

- Comprehensive summary of the project requirements/program demonstrating understanding of the scope of work including:
  - report on existing base building system elements including their condition, deficiencies and life expectancy.
  - confirmed or adjusted project cost and time plans
  - written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the Department Representative
- Plans of the existing building validated.

## **RS 2 Schematic Design**

### **RS 2.1 Intent**

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

### **RS 2.2 General**

#### **Scope and Activities:**

- Provide the Departmental Representative with written responses to the review comments made in the previous step (RS1) by the Departmental Representative.
- Obtain written approval from Department Representative for development of schematic design options based on the analysis of the Project Brief;
- Provide at least three (3) alternative design options exploring possible technical and environmental strategies which are viable and have potential for development;
- Analyze each solution with regard to the project goals including cost and schedule;
- Write a preliminary project-description report outlining the various components and system options taking into account, if required, the recommendations of the impact assessment report according to the **Impact Assessment Act (2019)**;
- Recommend one option for further development with all supporting background and technical justifications;
- Verify and ensure compliance with all acts, regulations, codes, standards and municipal regulations applicable to the project design.
- Present a category "C" cost estimate ( $\pm 15\%$ ) for the various options according to the overall summary format and the detailed breakdown by elements of the Uniformat II standard;
- Produce an implementation schedule, including alternative procurement and construction strategies.

### **RS 2.3 Details**

The following is a non-exhaustive list of services in the mechanical and electrical fields.

#### **2.3.1 Architectural Drawings:**

- N/A

#### **2.3.2 Structural Drawings:**

- N/A

#### **2.3.3 Mechanical:**

- The schematic design submission shall include a description of specific mechanical requirements and function for each system in the project. Identify any unique or specialized equipment required by the subject facility. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.
- Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
- Identify the volume of outdoor air to be supplied per person.
- Identify the delivery rate of supply air to occupied spaces.
- Identify whether full time operating staff will be needed for operating any of the



mechanical equipment.

- Identify location of entry point into the building of all mechanical services into the building.
- Identify in square meters the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building.
- Analysis of alternative mechanical schemes at the schematic design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analysis in order to determine the most beneficial mechanical systems alternative.
- To achieve this, use the methodology described in the document « **Guideline - Project GHG Options Analysis Methodology** ».
- Identify the type of major equipments to be used and provide an economic and technical explanation to support these choices.

#### **2.3.4 Electrical:**

- Proposed basic electrical systems of significance to the early design.
- Site plan showing location of service entrances.
- Distribution diagram showing single line diagrams to distribution centres.
- Floor plans complete with locations of major electrical equipment and distribution centres.
- Lighting layouts.
- Power outlets.
- Ceiling distribution systems for lighting, power and telecommunications.
- List of standard PWGSC details to be utilized.
- Telephone rooms, conduits and telecommunication cable systems requirements and layout.
- Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.

#### **2.3.5 Commissioning:**

- Define Commissioning Requirements

#### **2.3.6 Sustainable Development:**

- Design Schematic Design Options exploring positive environment strategies, taking into account, if required, the recommendations of the impact assessment report according to the **Impact Assessment Act (2019)**.

#### **2.3.7 Specifications**

- Preliminary outline specification in Unifomat indicating main building components and options for use of "Green" components and systems.

#### **2.3.8 Cost Plan**

- Prepare preliminary cost plan from the schematic design;
- Prepare preliminary cost analysis;
- Prepare options analysis and "what if" scenarios;
- Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
- Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;

- Advise on alternative procurement and construction strategies to create efficiencies wherever possible;
- Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.

#### **2.3.9 Cost Estimate**

- Prepare category "C" cost estimates ( $\pm 15\%$ ) according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard;
- Quantify design and construction costs, contingencies and risks;
- Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
- Investigate and report on life-cycle costs;

#### **2.3.10 Time Plan (Schedule)**

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

### **RS 2.4 Deliverables**

#### **Provide the following:**

- Schematic Design Drawings;
- Plan and elevation drawings of the current conditions of work areas in the case of renovations, re-fits and extensions;
- Preliminary analysis report of current applicable codes, standards, acts and regulations.
- Description of the options with recommendation of preferred solution;
- Waste management report;
- Cost Plan, including cost analysis, potential risks, alternative procurement and construction strategies;
- Class 'C' Cost Estimate, including methodology of the estimate;
- Report on deviation from schedule and recommend corrective measures or updated time line.

### **RS 3 DESIGN DEVELOPMENT**

#### **RS 3.1 Intent**

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

#### **RS 3.2 General**

##### **Scope and Activities:**

- Provide in writing to the Departmental Representative the responses to the review comments made in the previous step (RS2) by the Departmental Representative;
- Obtain written approval from Departmental Representative for development of one of the proposed Schematic design options
- If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required;
- Expand and clarify the Schematic Design intent for each design discipline;

- • Present the design to the government or local authorities where required;
- • Ensure coordination of all disciplines' design development;
- Analyze the constructability of the project and advise on the construction process and duration;
- Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on tenants;
- Continue to review all applicable statutes, regulations, standards, municipal regulations, codes and by-laws in relation to the design of the project;
- Provide a list of all NMS sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

### RS 3.3 Details

The following is a non-exhaustive list of services in the mechanical and electrical fields.

#### 3.3.1 Architectural Drawings:

- N/A

#### 3.3.2 Structural Drawings:

- N/A

#### 3.3.3 Mechanical:

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

#### 3.3.4 Electrical drawings:

- As required, provide drawings showing advanced development of the following:
  - ❖ Single line diagram of the power circuits with their metering and protection, including:
    - Complete rating of equipment.
    - Ratios and connections of CT's and PT's.
    - Description of relays when used.
    - Maximum short circuit levels on which design is based.

- Identification and size of services.
- Connected load and estimated maximum demand on each load centre.
- ❖ Electrical plans with:
  - Floor elevations and room identification.
  - Legend of all symbols used.
  - Circuit numbers at outlets and control switching identified.
  - All conduit and wire sizes except for minimum sizes which should be given in the specification.
  - A panel schedule with loadings for each panel.
  - Telephone conduits system layout for ceiling/floor distribution.
- ❖ Riser diagrams for lighting, power, telephone, IT and telecommunication cable systems, fire alarm and other systems.
- ❖ Outlet plan, telecom / data / videoconference / TV / cable / etc.
- ❖ Diagram of security systems.
- ⚡ Elementary control diagrams for each system.
- ⚡ Schedule for motor and controls.
- ❖ Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting
- ❖ Electric heating layout and schedule
- ⚡ Provide the following data:
  - Total connected load.
  - Maximum demand and diversity factors.
  - Sizing of standby load.
  - Short-circuit requirements and calculations showing the ratings of equipment used.

### 3.3.5 Commissioning

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

### 3.3.6 Sustainable Development:

- Develop Design and evaluate options exploring positive environment strategies;
- Incorporate the mitigation measures identified in the impact assessment report according to the **Impact Assessment Act (2019)** in plans and specifications, if applicable.

### 3.3.7 Specifications

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

### **3.3.8 Cost Plan**

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

### **3.3.9 Cost Estimate**

- Provide an estimate of category "B" costs ( $\pm 10\%$ ), (substantive).
- Prepare the cost estimate according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard.
- Highlight changes from class "C" (indicative) cost estimate.

### **3.3.10 Time Plan (Schedule)**

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

## **RS 3.4 Deliverables**

- Floor plans including mechanical and electrical showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project;
- Demolition Plans;
- Analysis report of applicable codes, standards, acts and regulations that are in effect;
- Outline specifications for all systems and principle components or equipment;
- Updated cost plan and cash flow;
- Class 'B' cost estimate;
- Preliminary construction schedule including long term delivery items;
- Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and its occupants;
- Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
- Commissioning Plan;
- Updated sustainable development strategy report.

## **RS 4 CONSTRUCTION DOCUMENTS**

### **RS 4.1 Intent**

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

- 50% indicates that the technical development of the project is well advanced and all working documents are 50% completed (engineering plans, details, schedules and specifications);
- 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
- Develop project specific Systems Operations Manual (SOM);
- At each stage and sub-stage, the Consultant is responsible for ensuring that all the documents produced are correctly and completely coordinated between all of the disciplines and specialties involved in the project.
- Follow up on AES administrative review reports following interim filings (50% and 99%).
- Prepare the execution drawings (which must be coordinated between all the disciplines involved), the specifications and the descriptive estimate advanced to 99%.
- Prepare an estimate prior to the category A tender - 5% contingency reserve - establishing the

total cost of the project. Prepare according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard as well as the distribution of costs according to the model provided;

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

## RS 4.2 General

The two stages activities are similar; the progress of project development should correspond to the stage of the intended presentation.

### Scope and Activities:

- Provide the Departmental Representative with written responses to the review comments made in the previous step (RS3) and in the 50% and 99% stages by the Departmental Representative.
- Obtain Departmental Representative's approval for Design Development submissions (50%, 99% and final);
- Confirm format of drawings and specifications;
- Clarify special procedures (i.e. phased construction);
- Submit drawings and specifications at the required stages. (50%, 99%). Paper and electronic copies of drawings and specifications; DWG and PDF formats according to the directory structure provided by PWGSC.
- Ensure compliance with codes, standards, legislation and regulations that are in effect and apply to the project;
- Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
- Update the project time plan (schedule);
- Prepare a final estimate of category "A" ( $\pm 5\%$ ) (pre-tender), according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard at 99% progress and at final deposit.
- Review and approve materials and construction processes specifications to meet sustainable development objectives.
- Produce and submit the construction waste management plan.

## RS 4.3 Details

The following is a non-exhaustive list of services in the mechanical and electrical fields. The Consultant must coordinate the various members of his team (this includes sub-consultants and specialized consultants) and is responsible for the execution of all elements of the mandate. The Consultant is responsible for ensuring that all documents produced and information provided are coordinated across all fields or specialties.

### 4.3.1 Technical and Production Meetings

- Production of construction documents will be reviewed during the meetings arranged by Departmental Representative and Consultant;
- Representatives from Client Department(s) and PWGSC support staff will be present as arranged by the Departmental Representative;
- Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required;
- Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;
- Consultant shall arrange for all necessary data, progress prints, etc.;
- Consultant shall prepare minutes of the meetings and distribute copies to all participants.

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#### 4.3.2 Administrative Review of Development Progress

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

##### **Mechanical:**

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

##### **Electrical:**

- Single-line diagram of the supply circuits and their measurement and protection systems, including:
  - The nominal power of the connected equipment;
  - CT and PT reports and connections;
  - Description of intelligent divisional energy metering;
  - The maximum short-circuit levels used for the design;
  - Identification and capacity of services;
  - The connected load and the maximum expected demand of each distribution center.
- Electrical plans including the following:
  - Elevations of floors and identification of electrical, information technology and telephony premises;
  - The legend of all the symbols used;
  - Identification of the numbers of the electrical outlets and control switches circuits;
  - The diameter of all conduits and wires, except the maximum diameters which should be mentioned in the estimate;
  - A listing of panels indicating the loads of each panel,
  - The arrangement of telephone / computer conduits installed in floors / ceilings.
- Distribution diagrams for the wiring of lighting, power supply, telephony, information technology (IT) and telecommunications, fire alarm and other networks.
- Outlet plan, telecom / data / videoconference / TV / cable / etc.
- Diagram of security systems.
- Distribution diagrams for fast charging stations for electric vehicles.
- Basic diagrams of control systems.
- Listing of motors and control devices.
- Lighting layout plan and nomenclature of lighting fixtures showing circuits and containing



- 
- information on switching and mounting fixtures.
  - Location drawing of electric heaters and related nomenclature.
  - Provide the following data:
    - Total connected load.
    - Maximum demand and diversity factors.
    - Power of the reserve charge.
    - Requirements and calculations relating to short circuits showing the nominal power of the equipment used.
    - Voltage drop.
  - Submit at the stipulated progress stage report, data and calculations necessary to carry out the electrical design and establish the choice of equipment. The calculations presented do not necessarily need to be reviewed. They are required for archiving purposes and, in some cases, to facilitate understanding and interpretation of studies. The calculations should be presented in a format that is readable, neat and easy to understand.
  - Specifications and an index of specifications.

#### RS 4.4 Deliverables

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

##### 4.4.1 99% Submission:

- Complete specification and working drawings.
- The checklist for the submission of construction documents, completed and signed (ref. "Doing business with PWGSC - Manual of documentation and deliverables").
- 99% Commissioning plan and Systems Operations manual;
- One copy of design data, studies, calculations, etc., required by PWGSC Engineering disciplines for final checking and record.
- Copy of the cost plan, including updating the table of potential risk management and the project schedule.
- Studies and final analysis reports of the overall cost applied to major electromechanical systems;

##### 4.4.2 Final Submission:

- This submission incorporates all revisions required by the review of the 99% submission.  
Provide the following:
  - Complete set of originals of the working drawings.
  - Complete sets of original specifications.
  - Estimated category "A" costs ( $\pm 5\%$ ), according to the overall summary format and the detailed breakdown by elements of the Unifomat II standard
  - Complete Commissioning Plan
  - Complete Systems Operations manual
- As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification.



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

### **RS 5.1 Intent**

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

### **RS 5.2 General**

#### **Scope and Activities:**

- Attend tenderers briefing meeting(s)
- Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority
- Provide the Departmental Representative with all information required by tenderers to fully interpret the Construction Documents. The Contracting Authority will issue the addenda to all participants.
- Assist in tender evaluation by providing advice on the following:
  - The completeness of tender documents in all respects.
  - The technical and financial aspects of the tenders.
  - The effect of alternatives and qualifications which may have been included in the tender.
  - The tenderers capability to undertake the full scope of work.
  - The availability of adequate equipment to carry out the work.
- If PWGSC decides to re-tender the project, provide advice and assistance to the Departmental Representative
- Revise and amend, at your cost, the construction documents to bring the cost of the work within the limits stipulated
- Examine and report on any cost and schedule impact created by the issue of tender / contract addenda

### **RS 5.3 Deliverables**

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

## **RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION & POST CONSTRUCTION WARRANTY REVIEW**

### **RS 6.1 Intent**

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

### **RS 6.2 General**

#### **Scope and Activities:**

- During the implementation of the project, act on PWGSC's behalf to the extent provided in this Document

- Include addenda in drawings and specifications issued for bid submission purposes and submit "For Construction" drawings and specifications, hard copies and electronic copies of drawings and specifications; in DWG and PDF format, according to the directory structure provided by PWGSC.
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents
- Keep PWGSC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review
- Ensure compliance with Commissioning Plan, update plan as necessary
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor
- Act as interpreter of the requirements of the Contract Documents
- Provide cost advice during construction
- Advise the Departmental Representative of all potential changes to scope for the duration of the implementation
- Review the Contractor's submittals
- Prepare and justify change orders for issue by the Departmental Representative
- Indicate any changes or material/equipment substitutions on Record Documents
- Carry out a quality control of the works so as to ensure compliance with the performances required of the sustainable development strategy;
- Monitor the construction waste management plan;
- Check the commissioning during the construction period for all disciplines;
- Ensure that all end-of-project documents / manuals are complete and comply with contractual requirements before transmitting them to the Departmental representative;
- During the twelve (12) month warranty period investigate all defects and alleged defects and issue instructions to the Contractor;
- Update the energy analysis;
- Prepare and post Systems Operating Instructions;
- Finalize Systems Operations Manual;
- Conduct a final warranty review.

## **RS 6.3 Details**

### **Scope and Activities:**

#### **6.3.1 Construction Meetings**

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

#### **6.3.2 Project Schedule**

- Obtain Project Schedule from Contractor with detailed commissioning component shown separately, as soon as possible after contract award and ensure proper distribution.
- Validate that this schedule is realistic and includes sufficient information in terms of critical path of the stages of implementation.
- Monitor the approved construction schedule, take necessary steps to ensure that the

schedule is maintained and submit a detailed report to the Department concerning any delays.

- Keep accurate records of causes of delays.
- Make every effort to assist the Contractor to avoid delays.

#### **6.3.3 Time Extensions**

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

#### **6.3.4 Cost Breakdown**

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

#### **6.3.5 Sub-contractor Changes**

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

#### **6.3.6 Labour Requirements**

- The Contractor is bound by the Contract to maintain competent and suitable workmen on the project and to comply with the Laws, Rules and obligations concerning Labour Conditions. The Consultant shall inform the Department Representative of any labour situations that appear to require corrective action by the Contractor.
- The Consultant shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

#### **6.3.7 Bylaw Compliance**

- Ensure that construction complies with applicable bylaws and regulations.

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#### **6.3.8 Construction Safety**

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

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#### **6.3.9 Site Visits**

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

#### **6.3.10 Clarifications**

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

#### **6.3.11 Progress Reports**

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

#### **6.3.12 Shop Drawings**

- Expedite the processing of Shop Drawings.
- Within the timeframe agreed with the Departmental Representative, verify and report that shop drawings conform to the general concept and purpose of the construction documents.
- Coordinate shop drawings taking into account general requirements for the execution of the project.
- Check if the shop drawings are complete (quality, precise quantity, relevance, respect of deadlines, date of reception, etc.).
- Review and sign shop drawings.
- Ensure that each shop drawing submitted shows the number of the applicable section and subsections of the specifications and the number and individual title of each shop drawing.
- Coordinate project execution requirements with subcontractors and suppliers.
- Ensure that a copy of the shop drawings is placed in the project file and that another is available on the site.
- Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
- On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

#### **6.3.13 Inspection and Testing**

- Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing
- Ensure all testing is detailed within commissioning plan
- When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.

- Review all test reports and take necessary action with Contractor when work fails to comply with contract.
- Immediately notify Departmental Representative when tests fail to meet project requirements and when corrective work will affect schedule.
- Assist Departmental Representative in evaluating testing firm's invoices for services performed.

#### **6.3.14 Training**

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

#### **6.3.15 Construction Changes**

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

#### **6.3.16 Contractor's Progress Claims**

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

#### **6.3.17 Materials On Site**

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

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### **6.3.18 Acceptance Board**

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

### **6.3.19 Interim Inspection**

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

### **6.3.20 Interim Certificates**

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

### **6.3.21 Building Occupation**

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

### **6.3.22 Operation and Maintenance Data Manual**

- Operation and Maintenance Data Manual: 4 sets of each volume produced by Contractor in accordance with Section 01 91 51 of project specification and verified for completeness, relevance and format by the Mechanical and Electrical Consultants and submitted to PWGSC Departmental Representative prior to interim acceptance or actual start of operation and instruction period, whichever occurs sooner. The Contractor shall retain one copy of each volume for his record and use during the instruction period.

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### **6.3.23 Instruction of Operating Personnel**

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

### **6.3.24 Keys**

- As applicable, ensure that all keys and safe combinations are delivered to the Departmental Representative and/or the Client Department.

### **6.3.25 Final Inspection**

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

### **6.3.26 Final Certificate**

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

### **6.3.27 Take-over**

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

### **6.3.28 As-Built and Record Drawings and Specifications**

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



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

#### **RS 6.4 Deliverables**

- Originals of drawings and specifications issued for construction purposes;
- Electronic copies of drawings and specifications, in DWG and PDF formats, according to the directory structure provided by PWGSC.
- Written reports from site visits including persons involved
- Written reports on the progress of the work and the cost of the project at the end of each month
- Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
- Archives Specifications and final drawing incorporating information's on final Work.
- Interim or Final certificates
- Description of Commissioning Activities
- As built records
- Warranty deficiency list
- Report on Final Warranty Review

#### **RS 7 RISK MANAGEMENT**

Note: This service is applicable to the entire project

##### **RS 7.1 Intent**

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

##### **RS 7.2 General**

###### **Scope of works**

###### **Risk Management Process:**

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



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**RS 7.3 Products to be delivered:**

- Table of potential risk management at stages RS2, RS3 and RS4.
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**RS 8 COMMISSIONING THE FACILITY**

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

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

**RS 8.1 Intent**

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

**RS 8.2 GENERAL****Scope and Activities:**

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

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final performance verification report will be submitted to the Commissioning Manager.

- Prepare a training plan for the O&M staff to be trained on the operations of the new facilities.

## **RS 8.3 DETAILS**

### **Scope and Activities:**

#### **8.3.1 Analysis of Project Requirements and Design Development**

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

#### **8.3.2 Construction documents & Tender calls**

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

#### **8.3.3 Construction / Installation**

- 3 months before substantial completion, assemble, review and approve all

commissioning documentation, including check lists, PV report forms, PV procedures, instruments to be used, and instrument calibration, and incorporate relevant data from reviewed shop drawings and installed component data.

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

#### **8.3.4 Commissioning phase**

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

1. Review all PMSS/MMS nomenclature, devices and submissions prepared by the contractor. Ensure on site implementation and tagging of PMSS/MMS. Prior to Interim Inspection, debrief the Departmental Representative and Commissioning Manager on the commissioning process including training; problems; required changes to systems (with costs) which are outside the contractor's responsibility, but which are deemed necessary to meet project requirements; commissioning procedures and other information, experiences and suggestions for future projects. Submit a report to the Commissioning Manager. Repeat this process when 80% occupancy is achieved.

#### **8.3.5 Post-construction (operation)**

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

### **RS 8.4 STANDARDS :**

#### Operating & Maintenance (O&M) Manuals

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

#### Performance Verification Procedures

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

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N° du dossier - File No.  
MTC-0-43258

Id de l'acheteur - Buyer ID  
MTC-035  
N° CCC / CCC No./ N° VME FMS

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### **ADDITIONNAL SERVICES (AS)**

- AS 1    CONDITION SURVEY OF EXISTING BUILDINGS
- AS 2    BILINGUAL CONSTRUCTION DOCUMENTS
- AS 3    OTHER ADDITIONAL SERVICES

## **ADDITIONNAL SERVICES (AS)**

### **AS 1 CONDITION SURVEY OF EXISTING BUILDINGS**

#### **AS 1.1 General**

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

#### **AS 1.2 Description of services**

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

### **AS 2 BILINGUAL CONSTRUCTION DOCUMENTS**

**AS 2.1** Construction documents must be submitted in both official languages.

**AS 2.2** Requirements relating to the two official languages:

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

**AS 2.3** For the benefit of some clients or depending on the possible use made of the documents, it may be a requirement in some projects that other documents be drafted in both official languages. This information should be indicated in the Project Statement of Work or by the Departmental Representative.

### **AS 3 OTHER ADDITIONAL SERVICES**

**AS 3.1** Other additional services may be included, depending on the specific characteristics of the project. See the Project Statement of Work in the Call-up against the Standing Offer

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### **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

- SRE 1 General Information
- SRE 2 Offer Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements - Checklist

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## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

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

#### 1.2 Submission of Offers

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

#### 1.3 Calculation of Total Score

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

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

### SRE 2 OFFER REQUIREMENTS

#### 2.1 Requirement for Offer Format

The following offer format information should be implemented when preparing the offer.

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

#### 2.2 Specific Requirements for Offer Format

The maximum number of pages for the presentation of the Offer, including text and tables, must not exceed **thirty (30) pages**.

Excluded from the maximum number of pages;

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

**Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the offer 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 offer as non-responsive and no further evaluation will be carried out.

#### **3.1.1 Team Identification Form(s)**

Offerors must complete, sign and submit the following:

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

Enter the name of the offeror, the name of the senior personnel, and the name of the project key personnel.

Offeror (consultant) :	Name of the Firm
Senior personnel :	Mechanical and Electrical
Key personnel for projects :	Mechanical and Electrical

Information required - name of firm, name of senior personnel and name of project key personnel to be assigned to this Standing Offer. Indicate current license number or how you intend to meet the provincial licensing requirements.

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

#### **3.1.2 Declaration / Certifications Form**

Offerors must complete, sign and submit the following:

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

#### **3.1.3 License, Certificate or Authorization**

The Offeror shall be authorized to provide engineering services and must include a building mechanical engineer, and a building electrical engineer 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 province of Québec.

You must indicate the current personnel registration numbers or how you intend to meet provincial requirements.

#### **3.1.4 Integrity Provisions – Associated Information**

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

## 3.2 RATED CRITERIA

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

### 3.2.1 Comprehension of the Scope of Services

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

### 3.2.2 Team Approach / Management of Services

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

### 3.2.3 Past Experience

1. What we are looking for:  
Demonstration that over at least the past five (5) years, the Offeror has participated in a range of projects requiring a wide range of services identified in the Required and Additional Services (RS / AS ) sections.

Fees, disbursements and taxes for these projects should not exceed the maximum call-up limit of this Standing Offer (\$ 600K). Any project that exceeds the five (5) year period will not be evaluated and will be awarded a score of zero.

2. What the Offeror should provide:
  - a) A brief description of a maximum of three (3) mechanical projects and a maximum of three (3) electrical projects undertaken and completed over the last five (5) years by the firm, or its senior personnel.
  - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
  - c) Indicate the dates the services were provided for the listed projects;
  - d) Scope of services rendered and objectives, constraints and documents to be produced within the framework of projects; and
  - e) Clients whose name is given as a reference: names, addresses and telephone and fax numbers of managers to contact with clients at the execution level. Reference checks could be performed if necessary.
3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project including the relative proportions (%) of these.

#### **3.2.4 Senior Personnel Expertise and Experience**

1. What we are looking for:

A demonstration that the Offeror has senior personnel in-house with the capability, capacity and expertise in a wide range of the services listed in the Required and Additional Services (RS / AS) sections.
2. What the Offeror should provide:
  - a) submit a maximum of four (4) curriculum vitae for senior personnel; 2 for mechanical and 2 for electrical.
  - b) Each curriculum vitae should clearly indicate the number of years of experience of the person targeted in providing the services specified in the Required and Additional Services (SR / SA) sections;
  - c) indicate the number of years of resource experience and the number of years in service of the company;
  - d) specify professional accreditation; and
  - e) achievements and prizes.
3. The members of the senior personnel identified by the Offeror must be part of the Offeror's organization (see definition of Offeror in General Instructions GI 1). The skills and experience of personnel who are not part of the Offeror's organization (or the Offeror's joint venture) will not be taken into consideration during the evaluation.

#### **3.2.5 Project Key Personnel Expertise and Experience**

1. What we are looking for:

A demonstration that the Offeror has project key personnel in-house with the capability, capacity and expertise to provide a wide range of the required services and deliverables listed in the Required and Additional Services (RS / AS) sections.
2. What the Offeror should provide:
  - a) submit a maximum of six (6) curriculum vitae for project key personnel which will perform the majority of the work resulting from the individual Call-ups; a maximum of three (3) for mechanical and a maximum of three (3) for electrical;
  - b) indicate the number of years of resource experience and the number of years in service of the company;
  - c) specify professional accreditation; and

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d) achievements and prizes.

3. The members of the project key personnel identified by the Offeror must be part of the Offeror's organization (see definition of Offeror in General Instructions GI 1). The skills and experience of personnel who are not part of the Offeror's organization (or the Offeror's joint venture) will not be taken into consideration during the evaluation.

### 3.2.6 Hypothetical Projects

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

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

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

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

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

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

3. ***Fictitious cases***

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

### **PROJECT 1**

PWGSC requires the services of an engineering firm to replace two (2) existing reciprocating chillers of 75 tons (267kW) each, operating with HCFC 22; and two indoor evaporative condensers. The existing chilled water and condensation water networks must also be reviewed depending on the solution to be recommended.

This equipment supplies a cooling network serving Health Canada scientific spaces that require uninterrupted operation (24/7). These four pieces of equipment, which were put into service in 1992, were planned to be replaced in 2017, knowing that the production of HCFC 22 refrigerant gas would eventually be banned. For numerous reasons this did not happen and today, although kept in excellent working order, this equipment needs to be replaced.

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Mechanical/electrical mandate: Feasibility study of different viable solutions, preparation of drawings and specifications and partial supervision of the work.

Services required: RS1 to RS8 and AS2.

## **PROJECT 2**

PWGSC requires the services of an engineering firm to replace two (2) existing hot water boilers with a capacity of 1,841 kW each and running on natural gas. The client department, which mandated PWGSC, wishes to achieve its target in terms of reduction of greenhouse gas emissions, but first of all wishes to validate that the new heating installation can be entirely electric including all auxiliary equipment required to replace the existing gas heating installation. For this purpose, one of the new electric boilers should be powered by the building's emergency network serving loads other than those intended for equipment for the physical safety of people.

The feasibility study should, among other things, assess the impact that this project will have on the normal and emergency electrical networks of the building owned by this Department.

Electromechanical mandate: Analysis of needs, surveys of installations and infrastructures, feasibility study, regulatory checks concerning applicable codes and standards, required load calculations, development of solutions.

Services required: RS1 and RS2.

## **PROJECT 3**

A client department building, located on the outskirts of Quebec's Old City, has reached the age of 50 years. According to the building condition report, several electromechanical systems are at the end of their useful life (chillers, cooling towers, natural gas boilers, dual duct ventilation systems, lighting, etc.). PWGSC has been asked by this department to carry out a major renovation project of the mechanical and electrical installations, and the building envelope if this is justified. It is assumed that the number of occupants and the building use will remain the same. The project must be carried out in accordance with the Greening Government Strategy of the Treasury Board of Canada Secretariat.

Electromechanical mandate:

1. Part 1: Feasibility study of different viable solutions including the required services RS1 and RS2.
2. Part 2: Preparation of drawings and specifications and partial supervision of the work for the option chosen by the client department, including the required services RS3 to RS8, and AS2.

### 3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	rating	Weighted Rating
3.2.1 Comprehension of the Scope of Services	1,0	0 - 10	0 - 10
3.2.2 Team Approach / Management of Services	1,5	0 - 10	0 - 15
3.2.3 Past experience	1,5	0 - 10	0 - 15
3.2.4 Senior Personnel Expertise and Experience	1,5	0 - 10	0 - 15
3.2.5 KEY Project Personnel Expertise and experience	2,0	0 - 10	0 - 20
3.2.6 Hypothetical Projects	2,5	0 - 10	0 - 25
<b>Total</b>	<b>10,0</b>		<b>0 - 100</b>

### Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Offeror'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
	Offeror do not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror 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, Offerors **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

#### SRE 4 PRICE OF SERVICES

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

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

The remaining price offers are rated as follows:

- The lowest price offer receives a Price Rating of 100
- The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40 and 20 respectively. All other price offers receive a Price Rating of 0.
- On the rare occasions where two (or more) price offers are identical, the matching price offers receive the same rating and the corresponding number of following ratings are skipped.

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

#### SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offerors submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected. Canada reserves the right to issue no more than seven (7) standing offers for the Quebec Region in its entirety.



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## SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

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

## STANDING OFFER PARTICULARS

### SP 1 GENERAL

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

### SP 2 WITHDRAWAL/REVISION

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

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

### SP 3 PERIOD OF THE STANDING OFFER

1. The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.
2. Option to extend the standing offer  
The Consultant grants to Canada the irrevocable option to extend the term of the standing offer for up to three (3) additional periods of one (1) year under the same conditions. The Consultant agrees that,

during the extended period of the Standing Offer, he will be paid in accordance with applicable provisions of the Price Offer.

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

3. Hourly rate adjustment

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

#### SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$ 600,000. (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

#### SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

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

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

The first seven (7) suppliers to obtain the best score (90% technical / 10% financial) will be assigned a standing offer number according to their final ranking. The proportion of the budget allocated to each row will be as follows:

19% to the consultant classified 1st;  
17% to the consultant classified 2nd;  
15% to the consultant classified 3rd;  
14% to the consultant classified 4th;  
13% to the consultant classified 5th;  
12% to the consultant classified 6th;  
10% to the consultant classified 7th;

In the event that less than seven (7) consultants are retained, the % of work to be distributed will be distributed to the successful offerors using the following formula:

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

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

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

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## SP 6 CALL-UP RESPONSE TIME

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

## SP 7 INVOICING

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

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

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**0220DA      GENERAL CONDITIONS**

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## GC 1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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## GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

## GC 3 Not Applicable

## GC 4 Assignment

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

## GC 5 Indemnification

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

## GC 6 Notices

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

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## GC 7 Suspension

1. Canada may, in Canada's sole and absolute discretion, suspend the Services being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the Consultant. The Consultant shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the Consultant in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the Consultant may agree that the performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.

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

## GC 8 Termination

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

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

1. Canada may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
  - (a) The Consultant has become insolvent or has committed an act of bankruptcy, and has neither made a offer to the Consultant's creditors nor filed a notice of intention to make such a offer, 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 offer to the Consultant's creditors or filed a notice of intention to make such a offer, pursuant to the *Bankruptcy and Insolvency Act*, the Consultant shall immediately forward a copy of the offer or the notice of intention to the Contracting Authority.

3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

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

#### GC 11 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;

- (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

## GC 12 Rights to Intellectual Property

### 1. Definitions

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

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

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

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

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

### 2. Identification and Disclosure of Foreground

The *Consultant* shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and

- (b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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



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10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
  - (a) The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project.
  - (b) The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Offer 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 offerors, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.



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#### 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.

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3. Professional Liability

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

GC 17 Resolution of Disagreements

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
  - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
  - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
  - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
- 2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
- 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
- 4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
- 5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
- 6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.

7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

#### GC 18 Amendments

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

#### GC 19 Entire Agreement

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

#### GC 20 Contingency Fees

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

#### GC 21 Harassment in the Workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

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## GC 22 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency  
  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

## GC 23 Changes in the Consultant team

1. Should an entity or person named in the Consultant's offer as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;
  - (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person

by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.

4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

#### GC 24 Joint and Several Liability

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

#### GC 25 Performance evaluation - contract

1. The performance of the *Consultant* during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. design
  - b. quality of Results
  - c. management
  - d. time
  - e. cost
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the *Consultant*.
  - b. For an overall rating of between 51% and 84%, a standard "meets expectations", letter is sent to the *Consultant*.
  - c. For an overall rating of between 30% and 50%, a warning letter is sent to the *Consultant* indicating that if, within the next two years from the date of the letter, they receive 50% or less on another evaluation, the *Consultant* may be suspended from any new Public Works and Government Services Canada (PWGSC) solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - d. For an overall rating of less than 30%, a suspension letter is sent to the *Consultant* indicating that the *Consultant* is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

- e. When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

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

#### GC 26 International Sanctions

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

#### GC 27 Integrity Provisions - Standing Offer

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

#### GC 28 Code of Conduct for Procurement – Standing Offer

The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

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

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

N° de l'invitation - Solicitation No.  
EF930-211863/A  
N° de réf. du client - Client Ref. No.  
EF930-211863

N° de la modif - Amd. No.  
N° du dossier - File No.  
MTC-0-43258

Id de l'acheteur - Buyer ID  
MTC-035  
N° CCC / CCC No./ N° VME FMS

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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.



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0000DA SUPPLEMENTARY CONDITIONS

**SC 1 Language Requirements**

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

**SC 2 Security Requirements**

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE No. EF930-211863**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B (including an IT Link at the level of PROTECTED B).
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex E;
  - (b) *Contract Security Manual* (Latest Edition)



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### SC 3 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

### SC 4 Aboriginal Participation Plan (APP) – Human Resources

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

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

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

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

The APP must:

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

Aboriginal definition:

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

Consult the link below to obtain more information regarding eligibility:

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

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

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

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**9998DA        TERMS OF PAYMENT**

**TP 1    Fees**

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

**TP 2    Payments to the Consultant**

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

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### TP 3 Delayed Payment

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

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

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

5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

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

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

#### TP 6 Payment for Changes and Revisions

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

#### TP 7 Extension of Time

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

#### TP 8 Suspension Costs

1. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:
  - (a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and

(b) those out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.

2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

#### TP 9 Termination Costs

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

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## TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
  - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
  - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
  - (d) plotting;
  - (e) presentation material;
  - (f) parking fees;
  - (g) taxi charges;
  - (h) travel time;
  - (i) travel expenses; and
  - (j) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
  - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
  - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>) and
  - (d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

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9999DA CONSULTANT SERVICES

**CS 1 Services**

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

**CS 2 Standard of Care**

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

**CS 3 Time Schedule**

The *Consultant* shall:

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

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

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

**CS 5 Changes in Services**

The *Consultant* shall:

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



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## 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



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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*.

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2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

## Appendix A – Team Identification Form

The team members who should be presented in Appendix A are the same people who will be assessed in SRE 3.2.4 and 3.2.5.

Required information: names of the company (Firm), senior personnel and key personnel to be assigned to carry out the project. Indicate any existing registrations, accreditations, or authorizations and / or the means you intends to take to meet the licensing and permit requirements of the province or territory where the project will be carried out. In the case of a joint venture, indicate the existing or proposed legal form of the joint venture (see article GI13 entitled "Limitation of Submissions" in the General Instructions).

The form to be completed can be modified if necessary if the space allocated is insufficient.

### Consultant (Offeror) :

#### Mechanical Engineering

Name of the firm : .....

Name of personnel and provincial professional registration and / or professional accreditation:

Name of senior and key personnel assigned to projects	Role	Professional registration or accreditation

#### Electrical Engineering

Name of the firm : .....

Name of personnel and provincial professional registration and / or professional accreditation:

Name of senior and key personnel assigned to projects	Role	Professional registration or accreditation

Name.....Signature.....Date.....

N° de l'invitation - Solicitation No.  
EF930-211863/A  
N° de réf. du client - Client Ref. No.  
EF930-211863

N° de la modif - Amd. No.  
N° du dossier - File No.  
MTC-0-43258

Id de l'acheteur - Buyer ID  
MTC-035  
N° CCC / CCC No./ N° VME FMS

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## Appendix B

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

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Name of Offeror:	
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 (PBN):	
Type of Organization _____ Sole Proprietorship _____ Partnership _____ Corporation _____ Joint Venture	Size of Organization Number of Employees: _____ Graduate Architects-Prof. Engineers: _____ Other Professionals: _____ Technical Support: _____ Other: _____

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## Appendix B - Declaration / Certifications Form (page 2 of 5)

### Federal Contractors Program for Employment Equity - Certification

I, the Offeror, 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 offer 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 offer 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 Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the offer 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 Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

**OR**

- ☐ A5.2. The Offeror 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 Offeror is not a Joint Venture.

**OR**

- ☐ B2. The Offeror 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 Offerors)

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## Appendix B-Declaration / Certifications Form (page 3 of 5)

### Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors 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 offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension?

YES ( )

NO ( )

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

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

---

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

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

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive?

YES ( )

NO ( )

If so, the Offeror must provide the following information:

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

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

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

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**Name of Offeror:**

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

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the offer 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 Offeror, hereby certify that the information given on this form and in the attached Offer is accurate to the best of my knowledge.

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

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

Signature \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

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

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

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

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

This Appendix A should be completed and submitted with the offer, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the offer, the Contracting Authority will inform the Offeror 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 offer non-responsive.



## Appendix C- Price Offer

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

### **INSTRUCTIONS**

1. Complete price offer form and submit with the Offeror's name, Sollicitation Number, and "Price Offer Form" mention.
2. Price offers are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The proposed hourly rate must be equal to or greater than the hourly rate provided for the items listed next. For example, if the company does not have intermediate personnel, the hourly rate provided must be equal to or higher than the hourly rate indicated for junior personnel. The hourly rate for any category of personnel cannot be \$ 0 or zero. If you do not indicate an hourly rate for each item listed, your offer will be considered non-responsive.
5. The hourly rates specified in the table will cover the first two (2) years of the duration of the Standing Offer. For services performed during the first, second and third year of extension, rates must be increased or decreased during each exercise of option at the time of the issuance of the amendment, by multiplying the amount of the rates indicated in the standing offer by the percentage change in the consumer price index (CPI) published by Statistics Canada for the province of Quebec. We will use the most recent average index for the period of twelve (12) months preceding the exercise date of the option.
6. Travel time and travel expenses related to the provision of services must be included in the hourly rates within a radius of one of the following designated service centers at the time of call-up:  
  
50 km from the firm's office - office closest to the job site when the consultant has more than one business address;  
50 km from Place Bonaventure, Montreal; and  
50 km from 1550 avenue d'Estimauville, Quebec.  
  
Travel time and travel expenses related to the provision of services will be reimbursed outside the radius.  
  
For services performed outside a radius of 50 kilometers from the designated service center, travel time and travel expenses will be reimbursed in accordance with the hourly rates specified in **Appendix C** and the **National Joint Council Travel Directive**. The distance is then calculated between the designated service center and the destination address, using the most direct, safe and passable land route.
7. Indicate in column B, the fixed hourly rates for each category of personnel. The ponderation factor in column A will automatically multiply the rates in column B and produce the results in column C. Sub-totals C will automatically be carried over to column A in the Table at the end and will be multiplied by the ponderation factor for each fields/specialists. Results will be added for evaluation purposes.

N° de l'invitation - Sollicitation No.  
EF930-211863/A  
N° de réf. du client - Client Ref. No.  
EF930-211863

N° de la modif - Amd. No.  
N° du dossier - File No.  
MTC-0-43258

Id de l'acheteur - Buyer ID  
MTC-035  
N° CCC / CCC No./ N° VME FMS

---

## **Appendix D – Doing Business with PWGSC & Addendum Quebec Region**

Attached – PDF Document

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## **Appendix E – Security Requirements Check List (SRCL)**

Attached – PDF Document



SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		Public Works and Government Services Canada	
2. Branch or Directorate / Direction générale ou Direction		BIENS IMMOBILIERS	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Services d'expertise et de conception en génie mécanique et électricité pour la région de Québec			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☐ No ☒ Yes  
Non Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET	NATO RESTRICTED  NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL  NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET  COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL  CONFIDENTIEL	SECRET	TOP SECRET  TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique		✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	<small>Signé numériquement par : Rosu, CristianBogdan Nom DN : CN = Rosu, CristianBogdan C = CA O = GC OU = PWGSC-TPSGC Date : 2020.12.04 15:27:51 -05'00'</small>
Rosu, Cristian	ingénieur principal	Rosu, CristianBogdan	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
438-340-0232	438-340-0232	cristian.rosu@tpsgc-pwgsc.gc.ca	2020/12/04

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	<small>Digitally signed by Bouchard, PierreLuc Date: 2020.12.07 06:29:52 -05'00'</small>
Fleury, Jean-Michel	SO	Bouchard, PierreLuc	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
--	--	Jean-Michel.Fleury@tpsgc-pwgsc.gc.ca	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? ☐ No / Non ☐ Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	<small>Digitally signed by Farrell, Anik Date: 2020.12.08 06:26:18 -05'00'</small>
Anik Farrell - CSO 613-946-5194 <a href="mailto:anik.farrell@tpsgc-pwgsc.gc.ca">anik.farrell@tpsgc-pwgsc.gc.ca</a>		Farrell, Anik	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



## Doing Business with PWGSC

### Documentation and Deliverables Manual



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## Revisions

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

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# **1 General**

## **1.1 Effective Date**

January 12, 2018

## **1.2 Authority**

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

## **1.3 Purpose**

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

## **1.4 Scope**

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

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

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

## **1.6 Departmental Name Change**

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

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

## **1.7 Terminology**

This document utilizes the following terminology:

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

---

## 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](http://buyandsell.gc.ca) website.

#### 2.1.2 Translation

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

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

#### 2.1.3 Construction Documents Definitions

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

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

#### 2.1.4 Quality Assurance

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

---

### 2.1.5 Quality Assurance Deliverables

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

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

### 2.1.6 Terminology & Quantities

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

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

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

### 2.1.7 Units of Measure

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

## 2.2 Drawings

### 2.2.1 General

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

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

### 2.2.2 Information to be Included

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

### 2.2.3 Title Blocks and Revision Notes

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

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

---

## 2.2.4 Drawing Numbers

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

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

## 2.2.5 Presentation Requirements

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

## 2.2.6 Legends

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

## 2.2.7 Schedules and Tables

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

## 2.2.8 North Arrow

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

## 2.2.9 Drawing Symbols

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

## 2.2.10 As-Built Drawings

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

## 2.2.11 Submission Format

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

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### 2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

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

### 2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

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

## 2.3 Building Information Modelling (BIM)

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

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

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

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

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

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

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

## 2.4 Specifications

### 2.4.1 National Master Specification

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

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

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## 2.4.2 Index

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

## 2.4.3 Specification Organization

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

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

## 2.4.4 Standards

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

## 2.4.5 Specifying Materials

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

### 2.4.5.1 Alternate Products and Materials

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

### 2.4.5.2 Sole Sourcing

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

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

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

Designated Contractor

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

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

Designated Contractor

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

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



## Materials

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

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

### Acceptable Materials

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

## 2.4.6 Measurement for Payment

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

### 2.4.6.1 Unit Prices

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

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

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

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

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

## 2.4.7 Cash Allowances

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

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

## 2.4.8 Warranties

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

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

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

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

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

#### **2.4.9 Miscellaneous Requirements**

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

#### **2.4.10 Specification Coordination**

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

#### **2.4.11 Regional Guide**

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

#### **2.4.12 Health and Safety**

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

#### **2.4.13 Subsurface Investigation Reports**

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

Subsurface Investigation Report(s)

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

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

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

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

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

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

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

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

#### **2.4.15 Contracting Issues**

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

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

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

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

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

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

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

Specifications submitted electronically shall be:

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

### **2.5 Addenda**

#### **2.5.1 Format**

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

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

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

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### **2.5.2 Content**

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

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

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## 3 Cost Estimates

### 3.1 Cost Estimates Submission Formats

#### 3.1.1 Format

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

#### 3.1.2 Contents

All cost estimates shall contain the following:

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

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

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

### 3.2 Classes of Cost Estimates for Construction Projects

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

#### 3.2.1 Class D (Indicative) Estimate

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

#### 3.2.2 Class C Estimate

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

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

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

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

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

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

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

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## 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:

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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



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#### **4.2.6 Master Schedule**

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

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

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

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

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

## Appendix A Checklist for the Submission of Construction Documents

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

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

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

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

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

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

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

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

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

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

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## Appendix B Drawings and Specifications Table of Contents Template

### B.1 General

List all drawings by number and title.

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

### B.2 Sample Table of Contents

---

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

---

#### DRAWINGS:

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

#### SPECIFICATIONS:

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

---

## Appendix C Addenda Formatting Template

### C.1 Instructions

To re-issue a drawing with an addendum:

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

To re-issue a specification with an addendum:

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

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

### C.2 Sample Addendum

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

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

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

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

#### **DRAWINGS:**

- 1 A1 Architecture  
.1

#### **SPECIFICATIONS:**

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



---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

## - Y

Where:

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

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

For the “Drawings - Dessins” folder:

## = Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

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

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

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

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

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

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

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

## - Y

Where:

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

Y = the title of the folder

Example:

---

## 02 – Divisions

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

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

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

---

## D.2.6 Directory Structure Example

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

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

## D.3 Naming Convention for PDF Files

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

### D.3.1 Drawing File Names

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

X### - Y

Where:

---

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

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

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

Example:

A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

### **D.3.2 Specifications**

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

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

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

## - Y

Where:

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

Y = Name of the document

Example:

01 – Drawings and Specifications Index

---

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

The specifications divisions must be named as follows:

Division ## - Y

Where:

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

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

Example:

Division 05 – Metals

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

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

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

Project Number / Numéro de projet

Project Title / Titre du projet

Documents for Tender / Documents pour appel d'offres

Disk X of/de X

Example:

Project 123456 / Projet 123456

Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d'offres

Disk 1 of/de 1



Services publics et  
Approvisionnement Canada

Public Services and  
Procurement Canada

Canada



## Doing Business with PWGSC Quebec Region ADDENDUM



[www.pspc-spac.gc.ca](http://www.pspc-spac.gc.ca)





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## Revisions

Version	Date	Description
0.1	May 2, 2018	Draft version for consultation
1.0	June 1 <sup>st</sup> , 2018	Original issuance

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## A1 General

### A1.1 Effective Date of Addendum

June 1<sup>st</sup>, 2018.

### A.1.2 Authority

This addendum is issued by the authority of the Director, Professional and Technical Services, Quebec Region Centre of Expertise, Public Works and Government Services Canada (PWGSC).

### A.1.3 Purpose of Addendum

The purpose of this addendum is to make changes to the « Doing Business with PWGSC – Documentation and Deliverables Manual » document on the requirements for the production of deliverables on PWGSC projects in the Quebec Region (excluding the National Capital Region). This addendum is part of the Contract documents.

### A.1.4 Scope

This addendum shall apply to design-bid-build projects undertaken by PWGSC on its own behalf as well as for other for other government departments in the Quebec Region (excluding the National Capital Region). It **supplements** the « Doing Business with PWGSC – Documentation and Deliverables Manual » document as provided for in Section 1.4 of said document. The terms and conditions of said document are applicable to this addendum. Yet in case of contradiction between documents, the requirements of the « Doing Business with PWGSC – Quebec Region Addendum » document take precedence.

The Consultant shall check with the Departmental Representative that these documents are up-to-date. The most recent updated version is the one that applies to the project.

## A2 Modifications

### A2.1 Article 2.2.1\_General

Replace the PWGSC National CADD Standard with the PWGSC Quebec Region [CADD Standard](#) (Computer Aided Design and Drafting) Supplement. The Supplement can be downloaded along with the Quebec Region [templates and drawing formats](#).

---

## **A2.2 Article 2.2.4\_Drawing Numbers**

Replace table with the following one. For the Quebec Region, the different drawing types and disciplines involved must be numbered as shown in the table.

<b>Discipline</b>	<b>Drawing</b>
Architectural	A01, A02, etc.
Civil	C01, C02, etc.
Landscaping	AP01, AP02, etc.
Structural	S01, S02, etc.
Mechanical	M01, M02, etc.
Industrial mechanical process	MP01, MP02, etc.
Electrical	E01, E02, etc.
Electronic security, intrusion detection, access control and video-surveillance	SS01, SS02, etc.
Information technology (e.g. : telecom and data)	TI01, TI02, etc.
Food Services	SA01, SA02, etc.
Interior Design	IO1, IO2, etc.

## **A2.3 Article 2.2.6\_Legends**

Add: Only project-specific symbols shall be included in the legends.

## **A2.4 Article 2.3\_Building Information Modelling (BIM)**

Add: The template must export CADD drawings as an AutoCAD software-specific DWG file. These drawings must be reformatted to meet the PWGSC Quebec Region CADD (Computer Aided Design and Drafting) Supplement.

## **A2.5 Article 2.4.2\_Index**

Add: The Specifications package must include a single table of contents. Divisions and sections must be presented in ascending order. The table of contents must also list all drawing sheets by discipline.

## **A2.6 Article 2.4.11\_Regional Guide**

Add: In the Quebec Region, the NMS specifications section 01 11 00 - Summary of Work is not to be used. Instead, use section 01 11 01 – Work Related General Information. Obtain the document from the Departmental Representative.

## **A2.7 Article 2.4.12\_Health and Safety**

Add: In the Quebec Region, the NMS specifications section 01 35 29 - Health and Safety Requirements is not to be used. Instead, use 01 35 29.06 - Health and Safety Requirements (with annexes) specific to the Quebec region. Obtain the documents from the Departmental Representative.

---

## **A2.8 Article 2.4.16.1\_ 2.4.16.1 Specification Hard Copy Deliverable Format**

Add: Each section must start on the front of a sheet. The hard copy must consolidate all sections of all disciplines in ascending numerical order. When the specifications package needs to be divided into several volumes due to its size, the volume number shall be identified on the cover page as well as the total number of volumes (example: volume 2 of 3). For ease of reference, the Table of Contents (section 00 01 10) must be duplicated at the start of each volume.

## **A2.9 Article 3.1.1\_Format**

Add: Departmental Representatives in the Quebec Region apply a standardized three-tier front page summary for all their projects. The Consultant shall translate his estimates on said front page. The Consultant shall therefore obtain the relevant Excel file from the Departmental Representative at the start of the project.

## **A2.10 Appendix A\_Checklist for the Submission of Construction Documents**

For the Quebec Region, the present appendix cancels and replaces Appendix A shown in the « Doing Business with PWGSC – Documentation and Deliverables Manual » document.

## Appendix A Checklist for the Submission of Construction Documents (Quebec Region)

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

<b>Drawings/Design</b>		
<b>Item</b>	<b>Verified by:</b>	<b>Explanations</b>
<b>1 Index</b>		
<b>1a</b> The index shows a complete listing of drawing titles and numbers.		
<b>2 Title Blocks</b>		
<b>2a</b> Title blocks are as per the <i>PWGSC Quebec Region CADD Standard</i> .		
<b>3 Units</b>		
<b>3a</b> All units of measure are metric only.		
<b>4 Trade Names</b>		
<b>4a</b> Trade names are not used.		
<b>5 Specification Notes</b>		
<b>5a</b> There are no specification-type notes.		
<b>6 Terminology</b>		
<b>6a</b> The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."		
<b>6b</b> Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.		

Drawings/Design		
Item	Verified by:	Explanations
<b>7 Information to be included</b>		
<b>7a</b> The project quantities, configurations, dimensions, and construction details are included.		
<b>7b</b> References to future work and elements not in the tender documents do not appear or are kept to an absolute minimum and clearly marked.		
<b>8 Quality Assurance</b>		
<b>8a</b> Coordination review of the design between various disciplines has been completed by the Consultant.		
<b>8b</b> Constructability review of design has been performed.		
<b>9 Signing and Sealing</b>		
<b>9a</b> Every final drawing bears the seal and signature of the responsible design professional in compliance with various provincial jurisdiction requirements.		

<b>Specifications</b>		
<b>Item</b>	<b>Verified by:</b>	<b>Explanations</b>
<b>1 National Master Specification</b>		
<b>1a</b> The current edition of the National Master Specification (NMS) has been used.		
<b>1b</b> Sections have been included for all work identified on drawings and sections have been edited.		
<b>2 Index</b>		
<b>2a</b> The index shows a complete list of specifications sections with the correct number of pages, the proper titles and section names as well as the list of drawings for each discipline.		
<b>3 Organization</b>		
<b>3a</b> The same page format is used consistently for the entire specifications.		
<b>3b</b> Each section starts on a new page and the project number, section title, section number, page number and date is shown on each page.		
<b>3c</b> The Consultant's name and the project title are not indicated.		
<b>4 Terminology</b>		
<b>4a</b> The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."		
<b>4b</b> Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.		
<b>5 Dimensions</b>		
<b>5a</b> Dimensions are provided in metric only.		
<b>6 Standards</b>		
<b>6a</b> The current edition of all references quoted is used.		



<b>Specifications</b>		
<b>Item</b>	<b>Verified by:</b>	<b>Explanations</b>
<b>7 Materials' Specifications</b>		
<b>7a</b> The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.		
<b>7b</b> Materials are specified using standards and performance criteria.		
<b>7c</b> Non-restrictive, non-trade name "prescription" or "performance" specifications are used throughout.		
<b>7d</b> The term "Acceptable Manufacturers" is not used.		
<b>7e</b> No sole sourcing has been specified.		
<b>7f</b> If sole sourcing has been specified, the correct wording has been used and a justification, estimate, and specification have been provided to the Departmental Representative for the sole-sourced products.		
<b>8 Measurement for Payment</b>		
<b>8a</b> Unit prices are used only for work that is difficult to estimate.		
<b>9 Cash Allowances</b>		
<b>9a</b> No cash allowances have been used or if they have, approval from the Departmental Representative has been received.		
<b>10 Miscellaneous Requirements</b>		
<b>10a</b> No paragraphs noted as "Scope of Work" are included.		
<b>10b</b> In Part 1 - General of any section, the paragraphs "Summary" and "Section Includes" are not used.		
<b>10c</b> Section 01 11 01 Work Related General Information is included.		
<b>11 Specification Coordination</b>		
<b>11a</b> The list of related sections and appendices are coordinated.		

<b>Specifications</b>		
<b>Item</b>	<b>Verified by:</b>	<b>Explanations</b>
<b>12 Health and Safety</b>		
<b>12a</b> Section 01 35 29.06 – Health and Safety Requirements (Quebec Region) is included.		
<b>13 Subsurface Investigation</b>		
<b>13a</b> Subsurface investigation reports are included after Section 31.		
<b>14 Prequalification</b>		
<b>14a</b> There are no mandatory contractor and/or subcontractor prequalification requirements or references to certificates, transcripts, licence numbers of a trade or subcontractor, or other such documentation or item included in the bid.		
<b>15 Contracting Issues</b>		
<b>15a</b> Contracting issues do not appear in the specifications.		
<b>15b</b> Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).		
<b>16 Quality Assurance</b>		
<b>16a</b> There are no specification clauses with square brackets “[ ]” or lines “ ” indicating that the document is incomplete or missing information.		
<b>17 Signing and Sealing</b>		
<b>17a</b> Every final specification bears the seal and signature of the responsible design professional as required. Seals and signatures shall be shown in NMS section 00 01 07.		

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

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

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

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

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## **A2.11 Appendix B\_Drawings and Specifications Table of Contents Template**

For the Quebec Region, the present appendix cancels and replaces Appendix B shown in the « Doing Business with PWGSC – Documentation and Deliverables Manual » document.

## Appendix B Drawings and Specifications Table of Contents Template (Quebec Region)

### B.1 General

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

### B.2 Example of Table of Contents

Project N°: **TABLE OF CONTENTS** Section 00 01 10  
Date: **Page 1**

#### SPECIFICATIONS:

DIVISION	SECTION	NUMBER OF PAGES
01	01 11 01 – Work Related General Information	.....xx
	01 14 00 – Work Restrictions	.....xx
	01 35 29.06 – Health and Safety Requirements	.....xx
23	23 xx xx	
26	26 xx xx	

#### DRAWINGS:

##### Architectural

A00 Title page  
A01 Demolition – Plan of 1<sup>st</sup> floor  
A0x xx

##### Structural

S01 Legend  
S02 xx

##### Mechanical

M01 Legend  
M02 xx

[END OF DOCUMENT]