

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

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

Title - Sujet OAC- Services en Génie Maritime	
Solicitation No. - N° de l'invitation EE517-210680/A	Date 2021-02-23
Client Reference No. - N° de référence du client EE517-210680	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-120-16078
File No. - N° de dossier MTC-0-43234 (120)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-07 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir Doc.	
Address Enquiries to: - Adresser toutes questions à: Harvey, Keven	Buyer Id - Id de l'acheteur mtc120
Telephone No. - N° de téléphone (514)607-2867 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA ESC 1-MPO / Transport 1550 D'ESTIMAUVILLE QUEBEC Québec G1J0C7 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)
MARINE ENGINEERING SERVICES FOR QUEBEC REGION
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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 an 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 an 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 A - 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

Offerors are hereby informed that there is a 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 reliability status or SECRET level issued by the Contract Security Program of Public Works and Government Services Canada (PWGSC).

When submitting your offer, please send your security clearance (VOD) to the contracting authority: keven.harvey@tpsgc-pwgsc.gc.ca

Should the successful offerors not have the level of security indicated above, PWGSC can sponsor the successful offerors so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful offerors for completion.

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 and it is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

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GENERAL INSTRUCTIONS TO OFFERORS

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](#);
 - 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 an 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 an 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 an 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) is inviting consulting firms with Maritime Engineering expertise to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for the projects in the province of Quebec excluding C L C A area.
2. Offerors shall be licensed or eligible to be licensed to practise in the province of Quebec. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of

their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

3. **It is PWGSC's intention to authorize up to five (5) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers, with the possibility of two (2) extension options of one year each. The total dollar value of all Standing Offers is estimated to be \$12,500,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$600,000.00 (Applicable 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 World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canadian Free Trade Agreement (CFTA).
5. **The offerors must use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically.**

Due to the nature of the solicitation, transmission of offers by facsimile is not allowed without the written authorization of the contract authority beforehand. This solution is available to offerors to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Offerors must refer to GI10 Submission of offer, and SRE 2 Offer Requirements, of the solicitation, for further information.

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 InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Public Works and Government Services Canada
Place Bonaventure
Portal South-East
800, de la Gauchetière street west,
Office 7300
Montréal (Quebec), H5A 1L6
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 an 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, an 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 an Offeror submitting a non-responsive offer. Offerors that submitted non-responsive offers are notified accordingly.

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 at e-mail address keven.harvey@tpsgc-pwgsc.gc.ca as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
3. 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).

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;
 - b) in response to the Request for Standing Offer, interested offerors submit the "technical" component of their offer in one section and the proposed price of the services (price offer) in a second section, both in two separate files;
 - 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) Offerors are notified of the results within 60 days after PWGSC has entered into a standing offer arrangement with the successful offerors.

GI 10 SUBMISSION OF OFFER

GI 10.1 SUBMISSION OF OFFER

1. Canada requires that each offer, at solicitation 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 an 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 an offer;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below;

In the case of submission by epost Connect, see instructions in GI10.2.1 below.

- 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 envelope or the parcel(s) containing 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 and price components of the offer must be submitted in separate sections and files in accordance with the instructions contained in the offer document.**
4. Timely and correct delivery of offers to the office designated for receipt of offers is 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). 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 10.2 TRANSMISSION BY EPOST CONNECT

1. EPOST CONNECT

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

The only acceptable email address to use with epost Connect for responses to this solicitation issued by PWGSC regional offices is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

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

- b. [How to submit an offer using epost Connect service](#), the Offeror must either:
- send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the epost Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the offer closing date and time.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The Request for Standing Offer number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- receipt of a garbled, corrupted or incomplete offer;
 - availability or condition of the epost Connect service;
 - incompatibility between the sending and receiving equipment;
 - delay in transmission or receipt of the offer;
 - failure of the Offeror to properly identify the offer;
 - illegibility of the offeror;
 - security of offer data; or
 - inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm

only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.

- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section GI10.1.

GI 11 SECURITY REQUIREMENTS

1. Proponents should note that the number of projects requiring consultant staff audits and security clearances has increased dramatically over the past few years, and continues to increase.
2. Proponents must adhere to industrial security or facility protection requirements, which may be specified in the Request for Standing Offer and Call-up documents. If industrial safety or facility protection clearances are required, the employees and staff of the proponent, as well as other members of the consultant team involved in the completion of the project, will be required to be certified. " a valid and relevant personnel security clearance, which may be required under the clauses of the Request for Standing Offer, or must undertake to be investigated in order to be issued this clearance.
3. If a security clearance is required, each person involved in carrying out the project must be a holder before the start of work.
4. In all contractual agreements entered into with persons who are to participate in the services to be provided, the successful proponent shall provide for terms and conditions to fulfill the obligations that may be imposed on him under the terms of this clause.
5. In order to avoid excessive delays in the provision of services, if at the time of a call-up, the persons proposed by the consultant for the project do not have the necessary security clearance, TPGSC reserves the right to right to bypass this consultant and offer the call-up to the consultant who has obtained the least work compared to the established ideal allocation percentage, and who meets the safety requirements.

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. An 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 an 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, in order to avoid any conflict of interest, or any perception of conflict of interest, an Offeror shall not include in its submission another Offeror as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of an 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 an 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 an 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 an 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:
 - (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 solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

1. PWGSC will return or delete offers delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed offers as described in GI19.2. For late offers submitted using means other than the Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted electronically, the late offer will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer, will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect.
2. An offer delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national

equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent the day before the solicitation closing date.

- b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
 4. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

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 an offer as a joint venture.

GI 21 DEBRIEFING

Should an 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 in person.

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 an 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 NOT APPLICABLE

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 an offer in response to the Request for Standing Offer. Costs associated with preparing and submitting an 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 an 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 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 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 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 an 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 an 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 an 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 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 Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the 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

STANDING OFFER PARTICULARS (SP)

- SP 1 General
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

STANDING OFFER PARTICULARS

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (3) years commencing from the start date identified on the Standing Offer, with the possibility of two (2) extension options of one year each, at the same conditions and at the rates or prices indicated in the Standing Offer and from the identified start date of the standing offer.

The Consultant will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of 600,000.00 \$ (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; [34]% of the business for the top ranked consultant, [24]% for the 2nd ranked consultant, [19]% for the 3rd ranked consultant, [14]% for the 4th ranked consultant, and [9]% for the 5th. In the event fewer than five (5) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit an 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.

SP 6 INVOICING

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

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

TERMS AND CONDITIONS

0220DA	General Conditions (GC)
0000DA	Supplementary Conditions (SC)
9998DA	Terms of Payment (TP)
9999DA	Consultant Services (CS)
2000DA	Calculation of Fees (CF)

0220DA**GENERAL CONDITIONS**

GC 1	Definitions
GC 2	Interpretations
GC 3	Not applicable
GC 4	Assignment
GC 5	Indemnification
GC 6	Notices
GC 7	Suspension
GC 8	Termination
GC 9	Taking the Services Out of the Consultant's Hands
GC 10	Time and Cost Records to be Kept by the Consultant
GC 11	National or Departmental Security
GC 12	Rights to Intellectual Property
GC 13	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 14	Status of Consultant
GC 15	Declaration by Consultant
GC 16	Insurance Requirements
GC 17	Resolution of Disagreements
GC 18	Amendments
GC 19	Entire Agreement
GC 20	Contingency Fees
GC 21	Harassment in the Workplace
GC 22	Taxes
GC 23	Changes in the Consultant Team
GC 24	Joint and Several Liability
GC 25	Performance evaluation - contract
GC 26	International Sanctions
GC 27	Integrity Provisions - Standing Offer
GC 28	Code of Conduct for Procurement – Standing Offer
GC 29	Transition to an E-Procurement Solution (EPS)

GC 1 Definitions

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

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

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

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

Canada, Crown, Her Majesty or the Government

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 2 Interpretations

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

GC 3 Not Applicable

GC 4 Assignment

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

GC 5 Indemnification

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

GC 6 Notices

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

GC 7 Suspension

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

the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 Termination

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

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

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

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.

GC 14 Status of Consultant

The Consultant is an independent contractor engaged by Canada to perform the Services. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 Declaration by Consultant

The *Consultant* declares that:

- (a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 Insurance Requirements

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.

- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the Services.
3. Professional Liability
- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
 - b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

GC 17 Resolution of Disagreements

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

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

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with

applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.

3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's 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).
2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

GC 27 Integrity Provisions - Standing Offer

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

GC 28 Code of Conduct for Procurement – Standing Offer

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

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

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

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

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

0000DA SUPPLEMENTARY CONDITIONS

SC1 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.

SC2 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

9998DA TERMS OF PAYMENT

TP 1 Fees

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

TP 2 Payments to the Consultant

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

TP 3 Delayed Payment

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

TP 4 Claims Against, and Obligations of, the Consultant

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

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

TP 5 No Payment for Errors and Omissions

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

TP 6 Payment for Changes and Revisions

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

TP 7 Extension of Time

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

TP 8 Suspension Costs

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

request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.

4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

TP 9 Termination Costs

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

TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - (d) plotting;
 - (e) presentation material;
 - (f) parking fees;
 - (g) taxi charges;

- (h) travel time;
 - (i) travel expenses; and
 - (j) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
 - (d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

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

CS 3 Time Schedule

The *Consultant* shall:

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

CS 4 Project Information, Decisions, Acceptances, Approvals

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

CS 5 Changes in Services

The *Consultant* shall:

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

CS 6 Codes, By-Laws, Licences, Permits

The *Consultant* shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

CS 7 Provision of Staff

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be

employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

CS 8 Sub-Consultants

1. The *Consultant* shall:
 - (a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
 - (b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants'* responsibilities; and
 - (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

If the *services* required under a call-up are for a construction project, the following will apply:

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

STANDING OFFER BRIEF - REQUIRED SERVICES (RS)

DESCRIPTION OF SERVICES (DS)

1.0 OBJECTIVES

1. The chosen consulting firms will support the provision of professional and technical services for the Directorate General of PWGSC Real Property in the Quebec region. Each call-up will support a PWGSC Departmental Representative and may include one or more of the services for works listed in point 5.0 – TYPES OF WORKS AND OTHER EXPERTISE COVERED BY THE STANDING OFFER
2. Please note that services provided to PWGSC should promote an environment free of surprises to ensure that the project implementation is successful. Please also note that the Canadian government has adopted a series of measures to ensure that the principles of sustainable development are integrated into the policies of federal agencies. The Real Property Branch of PWGSC has developed a strategy for integrating sustainable development into its policies and operations. We expect that the consultant will incorporate the principles of sustainable design in the solutions proposed for each project.
3. The timing of delivery of services will be established at the date of each call.
4. For all required services, the Consultant shall:
 1. Participate in progress meetings, which will take place at regular intervals throughout this project as required by the call-up; lead these meetings; and prepare and distribute the meeting minutes within the given time frame;
 2. Submit reports on the progress of the project to the Departmental Representative as frequently as required by the call-up;
 3. When PWGSC requests a change that could alter the scope of work or increase the project cost and/or services, the consultant must seek approval from the Departmental Representative before incorporating it into the design;
 4. Except as otherwise specified in the call-up or the standing offer, prepare three (3) copies of all documents to be submitted, plus a copy in each of the following electronic formats:
 - a) a copy of the original file in the format used by the software in which the documents were created, (Microsoft Word, Excel, AutoCAD, etc.);
 - b) a copy in Portable Document Format (PDF).
5. All documents must be produced in accordance with the requirements contained in the documents in Appendix C – *Doing Business with PWGSC, Documentation and Deliverables Manual*, and *Doing Business with PWGSC, Québec Region ADDENDUM*.

2.0 MANAGEMENT SERVICES

2.1 Departmental Representative

The PWGSC Departmental Representative assigned to a specific project:

1. is PWGSC's representative for the project;
2. assumes all responsibility for the project, including management, administration, and coordination of the activities defined in this document;
3. acts as a liaison between the Consultant, PWGSC, and client departments.

2.2 Consultant

The Consultant shall:

1. Understand, interpret, and translate into technical terms the needs of the client department and include them in the project's deliverable documents;
2. Establish and maintain, for the duration of each project, a team that will be able to effectively provide the services described herein;
3. Carry out the project on time and within budget in accordance with the plan approved by the Departmental Representative;
4. Upon receiving an order, the Consultant shall conscientiously and professionally produce all the work described in that order;
5. Take the activities and operational needs of facility users into account, so as to minimize the impact of projects;
6. Coordinate the development and execution of a project, taking into account other work in preparation or under way that may interact with the project.

2.3 Coordination with PWGSC

The Consultant shall:

1. Provide its services according to the approved documents and the Departmental Representative's directives;
2. Correspond only with the Departmental Representative within the time frames and in the manner dictated by the latter. The Consultant shall not communicate with the client department unless they have received written authorization to do so from the Departmental Representative;
3. Indicate the project title and number and PWGSC file number in all communications;
4. Inform the Departmental Representative of all changes that could affect the timetable or budget or fail to follow instructions or approvals already issued in writing. The Consultant should specify the extent of the change and the reasons for the change, in addition to obtaining written approval before they are made.

2.4 Deadlines for action

2.4.1 Project kick-off meeting

1. The Consultant must be available for an initial project meeting with the Departmental Representative within three (3) business days of the date on which the Consultant was notified that their firm was chosen for the next call-up. The meeting will involve reviewing the mandate of the project, clarifying the requirements, and confirming the Consultant's acceptance of the call-up.
2. The Consultant will not participate in the initial meeting of the project if they reject the call-up before any meeting takes place. The Consultant may also reject the call-up during the initial project meeting. In either case, the Consultant must confirm their intentions to the Departmental Representative in writing.

2.4.2 Project proposal

1. The Consultant that has accepted the call-up must submit a project proposal to the Departmental Representative within five (5) business days of the initial project meeting.
2. Among other things, the project proposal must meet all the requirements of Section PO 5 – CALL-UP PROCEDURES. It must also clearly identify the scope of work, the deliverables and deadlines, a schedule of work, and all other relevant requirements contained in this Offer. At all times, the submitted proposal must include a breakdown of the number of hours (maximum or set) for each professional, whose hourly rate will correspond to that listed in the Standing Offer.
3. The Consultant must be able to demonstrate that they have sufficient resources within the proposed teams to pay for the services described in the Request for Standing Offer.

2.4.3 Access during the project

For all projects included in a call-up, from the time the call-up is granted to the final inspection and transfer of the work, the primary consultant (the Consultant) and sub-consultants, if applicable, should be available to attend meetings or respond to inquiries within 48 hours of the Departmental Representative's request.

2.5 Official languages

Under this offer, services must be provided in both official languages. Please see section SC2 (Additional Conditions) under "Language Requirements."

2.6 Bilingual construction documents

1. Unless otherwise stated by the Departmental Representative, the Consultant must:
 - a. Provide construction documents in both official languages of Canada; and
 - b. Affix their professional seal on the text of both versions of the construction documents.
2. The total amount to be paid for the production of bilingual construction documents should not exceed the amount specified in the service call-up unless previously approved by the Departmental Representative.

3.0 DESIGN PRINCIPLES

3.1 General

1. PWGSC expects the Consultant to maintain high quality standards based on recognized principles of modern design. All aspects of the project and all disciplines involved in the project must be fully coordinated and consistently meet proven design principles.
2. Projects must meet environmental, federal, provincial, and municipal standards.
3. The quality of materials and construction methods must be appropriate for the type of work and budget identified. Avoid using experimental materials and take facilities' life cycles into account.
4. Operating and maintenance costs must be kept to a minimum. Costs must be considered during preliminary studies and whenever a material or method must be chosen.
5. The Consultant must prepare their estimates based on the latest version of the National Master Specification (NMS).

3.2 Specific principles

1. The proposed development must meet the applicable standards, guides, and guidelines that are generally accepted in the industry. It must also comply with the codes, regulations, laws, and decisions of the competent authorities. In the event of overlapping regulations, the most stringent will prevail. The Consultant must indicate the other regulations and agencies that have authority over the project.
2. All design criteria must comply with the latest editions of the applicable standards.

3.3 Sustainable development

1. The Government of Canada has implemented a series of measures to ensure that sustainable design principles are incorporated into the policies of all federal organizations.
2. Public Works and Government Services Canada (PWGSC), like all federal departments, is required to adopt a sustainable development strategy (SDS). The Real Property Services Directorate of PWGSC has developed a strategic plan that sets out the principles, goals and measures for integrating the principles of sustainable development into its policies and operations. More specifically, it has established the following sustainable development goals for all aspects of construction and operation:
 - a. Be the leader in reducing greenhouse gases and other atmospheric emissions by optimally promoting energy efficiency, energy saving, and the implementation of renewable energy technologies.
 - b. Be a leader in integrating environmental performance factors into the purchasing process, including planning, acquisition, use, and disposal
3. In other circumstances, the use of an approach involving the construction and operation of sustainable infrastructure is clearly preferred. In Canada, more sustainable or greener buildings and infrastructure are an important part of the Government of Canada's overall goal of integrating sustainable development into decision-making.

3.4 Waste management

1. The Real Property Branch (RPB) is bound by the Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol. This protocol covers the information needed to manage this type of waste. The protocol meets the requirements of federal and provincial policies, and is in line with the commitments and immediate objectives of the RPB's strategy for sustainable development with respect to the management of non-hazardous solid waste generated by construction projects, renovation, and demolition.
2. For all RPB projects, a solid waste management protocol must be set up. This requirement is regulated in Ontario and policy in the rest of Canada.

3.5 Risk management

1. The Consultant will assist the Departmental Representative in the detection of risks throughout the project life cycle. Please consult "Doing Business with PWGSC" to read the definitions and the checklist for risk management.
2. The risk management process includes, among others, the following:
 - a. identifying risks from experience and using the proposed checklist or other available lists
 - b. qualifying and quantifying the probability of risks (low, medium, or high) and their impact (low, medium, or high)
 - c. prioritizing risks (focusing efforts on risks that are highly probable and have a medium or high impact)
 - d. developing measures to prevent, mitigate, and control the risks (i.e. evaluating alternatives for reducing risks; this is the real added value of risk management)
 - e. implementing risk reduction measures.
3. A risk management strategy is essential to the management of PWGSC projects. Such a strategy combines project and procurement planning. All interest groups will be considered when drafting a risk management strategy for a project, and they will form an integrated production team.

3.6 Health and safety

1. Public Works and Government Services Canada (PWGSC) recognizes its obligation to protect the health and safety of all persons working on federal construction projects. It also recognizes that federal and private employees sector are entitled to full protection under occupational health and safety (OHS) regulations.
2. To meet this requirement and help protect everyone working on federal sites, PWGSC agrees to comply with provincial and territorial OHS laws and regulations, in addition to the *Canada Occupational Health and Safety Regulations*.
3. For all Real Property Branch (RPB) projects, project-specific OHS requirements must be included in the tender documents.

4.0 ISSUES

4.1 Major cost factors

1. Estimating and monitoring costs are crucial activities and must be performed by qualified appraisers. Cost estimates must be submitted in the form of an analysis of costs per item. The standard of acceptance for this presentation format is the current edition of the Canadian Institute of Quantity Surveyors' Elemental Cost Analysis template.
2. A summary and full supporting documents indicating the items, quantities, unit prices, and amounts must be included with the estimates.

4.2 Major time factors

While quality and budget are important, the ability to meet deadlines is equally so. At each stage in a project, the Consultant should make every effort to meet the deadlines in the project schedule.

5.0 TYPES OF WORKS AND OTHER EXPERTISE COVERED BY THE STANDING OFFER

5.1 Types of works

The Consultant may be asked to provide services that include, but are not limited to:

1. Docks:
 - a. Bluff bodies:
 - i. Retaining walls:
 - made of steel sheet piling
 - combination walls (sheet piling, box piling and sheet piling, etc.)
 - soldier pile walls
 - gravity retaining walls
 - ii. wooden cribs
 - iii. concrete caissons
 - iv. sheet pile cells
 - b. pile work
 - c. composite structures
2. Breakwaters:
 - a. Riprap:
 - i. standard
 - ii. berm
 - iii. with concrete unit shell
 - b. Floating
3. Floating docks (steel, concrete, wood)
4. Slipways and launching ramps
5. Bank protection projects

6. Channels

- 7.** Removal of obstructions to navigation such as: refloating and salvaging wrecks and derelict, abandoned, or dangerous vessels and/or removal of obstructions to navigation, which may include the management of contaminated materials

5.2 Other expertise

1. The Consultant may need to hire specialists in order to obtain technical information that is useful or necessary for the design or decision-making processes. Areas that may require specialists include, but are not limited to:
 - a. Marine hydraulics:
 - i. Wave definition and design water levels
 - ii. Agitation studies
 - iii. Hydro-sedimentary studies
 - iv. Scale model studies
 - v. Current studies
 - vi. Other
 - b. Other:
 - i. Geotechnical and/or environmental characterization studies
 - ii. Cathodic protection
 - iii. Ice studies
 - iv. Mooring force studies
 - v. Underwater inspection
 - vi. Bathymetric surveys
 - vii. Other
2. If the Consultant is unable to provide these services internally, they may hire a specialized firm to do so. In all cases, they must obtain at least two tenders for the specialist services.
3. The costs of specialist services will be considered disbursements and reimbursed in accordance with the conditions listed in the Terms of Payment.

REQUIRED SERVICES (RS)

- RS 1 Pre-project services
- RS 2 Conceptual studies
- RS 3 Design development
- RS 4 Construction documents (plans and specifications)
- RS 5 Calls for tenders, evaluation of proposals and award of construction contracts
- RS 6 Administration of contracts and construction and review of warranties after construction
- RS 7 Studies

- AS 1 Continuous inspection services on the site
- AS 2 Bilingual documents (for public tender documents)

REQUIRED SERVICES (RS)

RS 1 ANALYSIS OF PROJECT REQUIREMENTS

1.1 Objectives:

The purpose of this phase is to ensure that the Consultant has reviewed and considered all project requirements; identified and assessed any conflicts or problems; proposed alternative solutions; and submitted an approved work description containing a delivery approach, schedule, and estimates to ensure consistent project delivery. These approved documents will constitute the scope of services and be used as reference documents throughout the project.

1.2 Scope of activities

1. Visiting the site and surrounding structures and verifying the availability and capacity of the services required for the project;
2. Attending the project kick-off meeting;
3. Analyzing the program and project requirements;
4. Reviewing all project drawings, reports, studies, and statements provided by the Departmental Representative;
5. Speaking with maintenance and operations staff to learn about specific issues that need consideration;
6. Meeting with ALL parties working on the site whose activities may affect the progress of the work;
7. Identifying the reference documents needed to complete the design;
8. Establishing the need for additional studies and surveys (such as geotechnical and environmental characterization studies);
9. Conducting all surveys and inspections needed to update information on the status of the work and enable the project design. Includes materials, equipment and labour;
10. Making a list of missing documents and submitting a request to the Departmental Representative;
11. Gathering all documentation that could be useful for defining and developing the project (e.g. construction history, current condition of the work, information on site use and service loads, etc.);
12. Reviewing, validating, and completing the project presentation and parameters;
13. Studying and reviewing sustainable development strategies that may be implemented;
14. Exploring and examining options for construction schedules and specifying their effects on site activities and the project budget;
15. Reviewing the planned project schedule to ensure that all milestones can be met;
16. Reviewing the budget/cost plan to ensure that their requirements can be met and that the costs are realistic;
17. Determining and verifying that they are all competent authorities for the project;
18. Inventorying applicable codes, regulations, and standards;
19. Following up on PWGSC's comments;
20. Advising the Departmental Representative of any changes to the scope of work that may affect the schedule or that are inconsistent with previous written instructions or approvals. The Consultant will need to clarify the scope and rationale for changes and obtain written approval before making any changes;
21. Advising on and making recommendations for project planning to determine the most cost-effective sequence of jobs for the project;
22. Identifying and quantifying potential risks and making recommendations on contingencies to minimize excess costs;

23. Advising on procurement and construction strategies to improve efficiency as much as possible;
24. Identifying, forecasting, and analyzing project issues, including potential market shortages and price fluctuations;
25. Studying, reviewing, and making recommendations on sustainable development strategies for the project;
26. Preparing a detailed list of existing uncontaminated materials, systems, and capital equipment for reuse or recycling. The Consultant will also need to identify and make recommendations for recycling materials.
27. Researching and identifying possible "green" construction materials for the project, as well as their suppliers, and revising the list as needed;
28. Conducting a cost-benefit analysis and life-cycle cost study for the project's sustainable development strategy, based on all recommendations;
29. Developing at least two options based on different concepts, including Category D costs, for the work and the problem to be solved;
30. Identifying the advantages and disadvantages of each option, focusing on how and to what extent they address each problem and why a particular option should be recommended;
31. Performing a life cycle assessment and full cost analysis for each option and analyzing the results of each.

1.3 Deliverables

Comprehensive summary of the program and project brief demonstrating an understanding of the scope of work, including:

1. List of studies and additional surveys if applicable
2. List of design criteria
3. Complete list of existing documentation
4. Report on all applicable codes, regulations, standards, and jurisdictions
5. List of completion options (schedule) and project cost plan including confirmed and adjusted costs
6. Description of any problems, conflicts, or other information found and explanation of options, to be confirmed by the Departmental Representative.

RS 2 CONCEPTUAL STUDIES

2.1 Objectives

Translate project requirements into design parameters, in the most environmentally friendly and sustainable manner possible. Consider design options and analyze them in terms of existing priorities. At the end of this process, recommend an option for the development of the design.

2.2 Scope and activities

2.2.1 General

1. Asking the Departmental Representative to approve, in writing, the options identified in RS 1;
2. Offering viable and feasible design options based on the technical strategies and environmental consequences;
3. Analyzing each solution in terms of project objectives, particularly with respect to cost and schedule;
4. Preparing a preliminary report on the project description, showing the various elements and systems;
5. Minimizing the use of hazardous or toxic products and materials;
6. Recommending an option to develop, with all the information and technical justification;
7. Producing an estimate of Category D costs for each option;
8. Producing a timetable for implementation, including procurement strategies and construction;

9. Developing at least two options based on different concepts, with Category D costs, for the work and the problem to be solved;
10. Identifying the advantages and disadvantages of each option, focusing on how and to what extent they address each problem and why a particular option should be recommended;
11. Performing a life cycle assessment and full cost analysis for each option and analyzing the results of each;
12. Creating a project policy for minimizing environmental impacts in alignment with the project's objectives and economic constraints, applying the *Canadian Environmental Assessment Act* (CEAA);
13. Recommending an option for further exploration, backed by supporting documentation and technical justifications;
14. Studying and proposing a strategy for managing demolition materials by maximizing their recycling or reuse in the project;
15. Providing an updated timeline of the entire project, explaining any discrepancies;
16. Coordinating all the disciplines involved;
17. Identifying and quantifying potential risks and making recommendations on contingencies to minimize excess costs;
18. Advising on procurement and construction strategies to improve efficiency as much as possible;
19. Identifying, forecasting, and analyzing project issues, including potential market shortages and price fluctuations;
20. Reviewing and reporting on life cycle costs.

2.2.2 Supplementary studies

From the conceptual study, the consultant must seek the fulfillment of certain studies to obtain precise and detailed information on soil characteristics, the status of works, the need for certain structures and needs related to surface facilities.

The main studies can be requested are as follows. The effects of climate change should be included in studies whose results may be affected by it.

1. geological studies
2. geotechnical studies
3. ice studies
4. environmental characterization studies
5. hydrological studies
6. wave studies
7. agitation studies
8. studies to determine wave action and design water levels
9. hydro-sedimentary studies
10. others

2.3 Deliverables

Provide a report that includes the following:

1. Description of the options and recommendation of one option;
2. Report on Category D costs, with the advantages and disadvantages for each option and a recommendation on the direction to be taken;
3. List of selected design criteria;
4. Proposed structural systems, including the methods chosen for the work, descriptive sketches, etc., and a copy of the site investigation report on which the design is based;

5. Site plan showing the location, orientation, access points, and traffic lanes of the structures, as well as a description of how services will be maintained;
6. Elevation and cross-section sketches demonstrating the basic conceptual approach;
7. Conceptual design drawings, including details of standard cross-sections;
8. Report on the management of demolition materials, if applicable;
9. Report on the management of excavated materials, including contaminated materials;
10. Verification and waste diversion action plans, if applicable;
11. Report on changes to environmental design;
12. Environmental Assessment Report and recommendations regarding CEAA decisions, if any;
13. Cost plan, including cost analysis, hypothetical scenarios, potential risks, and procurement and construction strategies;
14. Estimation of Category C costs, including estimation methodology, assumptions, cost calculation alternatives, and life cycle costs;
15. Report on schedule slippage and recommend corrective actions or update timelines;
16. Reports on procurement and construction strategies and other matters related to the project;
17. Description of the estimation methodology and assumptions;
18. Life cycle cost reports.

RS 3 DESIGN DEVELOPMENT

3.1 Objective

The Consultant shall continue to develop the design for one of the options presented during the conceptual design phase. The design development documents consist of drawings and other documents to describe the extent and nature of the project as a whole.

3.2 Scope of activities

3.2.1 General

1. The Departmental Representative will confirm in writing which of the options proposed during the conceptual studies will be used by the Consultant.
2. If changes are required, providing supporting documentation, analyzing the impacts of the changes on all areas of the project, and resubmitting the documents for approval if necessary;
3. Defining the potential risks to be anticipated in the schedule;
4. Advising on procurement and construction strategies to improve efficiency as much as possible;
5. Incorporating the recommendations and mitigation measures in the environmental assessment and the *Canadian Environmental Assessment Act* (CEAA) review report, as appropriate;
6. Presenting the design to government bodies or local administrations where appropriate;
7. Ensuring that the design development is coordinated across all disciplines;
8. Analyzing the construction capacity for this project and advising on the construction process and duration;
9. Based on all the materials available once work begins, preparing a schedule for consideration, paying particular attention to the impact on lessees;
10. Preparing a detailed implementation strategy outlining, in a report, all activities, milestones, and deliverables needed to effectively complete the project, including timelines for submissions, reviews, and approvals;
11. Preparing a project schedule using methods such as the Critical Path Method (CPM) or the Project Evaluation Review Technique (PERT) to provide graphs of all activities; steps; critical deadlines; items with long lead times; and the deadline stages needed to effectively produce project documents, including presentation, review, and approval deadlines;

12. Submitting the strategy and implementation schedule for review, revising when necessary, and resubmitting for final approval. The originally approved schedule will become the “baseline” schedule for monitoring project progress.
The strategy and the preliminary timetable for implementation should include, among others:
 - a. Sequence of phases
 - b. Coordination of activities with other work or with normal site operations
 - c. Construction strategy
13. Throughout the entire project, monitoring the critical path and timelines for submissions, reviews, and approvals;
14. Submitting weekly progress reports on documents produced, slippage, and upcoming activities;
15. Continuing to review all applicable laws, regulations, codes, and ordinances from a project design perspective;
16. Listing all sections to be consulted in the NMS, with a complete draft specification and options for sustainable development and greening.

3.2.2 Design

Based on the results and recommendations of studies and environmental assessments, the Consultant must finalize the design, considering the following (non-exhaustive) list:

1. Top view showing the existing structures, buildings, and land developments;
2. Implementation plan showing the chosen option and its integration with other structures, buildings, and land developments, including (if applicable):
 - a. traffic lanes
 - b. parking and/or storage spaces
 - c. services
 - d. other relevant elements
3. Top, elevation, cross-section, and detail views: Prepare all drawings needed to describe the structures to be built, repaired, and/or demolished, the equipment and accessories associated with those structures, and the structures’ connection to the existing structures, buildings, and facilities to be kept.

3.2.3 Sustainable development

1. Develop the design and evaluate options for positive environmental strategies.
2. Prepare an environmental assessment and CEAA analysis report (which should include comments on all the design options).

3.2.4 Specifications

1. List and write sections of the estimate for all sections of the NMS to use.
2. Submit an outline specification for all works and the main construction elements.
3. Highlight any “green” materials, components, and systems proposed.

3.2.5 Cost estimates

1. Provide an estimate of Category B costs.
2. Highlight the changes to the estimation of Category C costs. Explain the differences and justify overruns.
3. Produce a cash flow analysis

3.2.6 Timeline (schedule)

1. Update the timeline (schedule)
2. Highlight changes from the previous timeline.

3.3 Deliverables

1. Location plan
2. Main project schedule
3. Implementation strategy
4. Timeline (schedule) of services and preliminary implementation plan
5. Demolition and excavation plans
6. Main plan, elevation, and cross-section views with all relevant details
7. Cost plan with up-to-date cash flow
8. Category B cost estimates
9. Preliminary construction schedule, including items with a long lead time
10. Project file specifying the basic assumptions of the project and the justifications for all major decisions
11. Updated sustainable development strategy report

RS 4 CONSTRUCTION DOCUMENTS (PLANS AND SPECIFICATIONS)

4.1 Objective

Based on the documents approved during the design development phase, the Consultant must prepare the drawings and specifications detailing requirements for construction work, as well as the final estimate of the project costs. Unless otherwise noted, the stages of completion for construction documents are:

1. 33%: completion of technical aspects of all work documents.
2. 66%: semi-technical development of the project; engineering plans, details, schedules and specifications should be at an advanced stage.
3. 99%: presentation of complete construction documents; ready for the call for tenders.
4. The final presentation includes all the revisions to the 99% completed documents; the intention is to provide PWGSC with complete documents for the tender.

4.2 Scope and activities

4.2.1 General

1. Ask the Departmental Representative to approve documents required for design development (33%, 66%, and 99% completion and final stage).
2. Requirements for elements such as size, type, content, number of copies, etc. that apply to the preparation and submission of construction documents are included in the Description of Services section and Appendix C.
3. Define special procedures (such as phased construction).
4. Submit the necessary drawings and specifications for each stage (33%, 66%, 99%, final).
5. For the final presentation, all drawings and specifications must be produced in both official languages.

6. Respond in writing to all comments on the review and, where applicable, consider those comments in the construction documents.
7. Advise on the progress of cost estimates and submit updated cost estimates as the project progresses.
8. Update the project timeline (calendar).
9. Prepare an estimate of Category B costs.
10. Prepare an estimate of final Category A costs.
11. Assess and approve specifications for materials and construction processes to meet the sustainable development objectives.
12. Develop a risk management plan for carrying out the work

4.2.2 Details

1. Technical and production meetings

1. We will review the production of construction documents at the 33%, 66% and 99% stages during meetings convened by the consultant.
2. Representatives of the client department and PWGSC will attend these meetings.
3. The Consultant shall ensure that its employees and representatives of its sub-consultants are involved in technical meetings and production where necessary.
4. The Consultant shall ensure that all documents are coordinated with all sub-consultants and all sectors of activity.
5. The Consultant will need to arrange for all necessary data and progress summaries, among others.
6. The Consultant will be responsible for preparing meeting minutes and distributing copies to all participants.

2. Progress review

As that work progresses in the construction drawings, the Consultant must submit drawings, schedules, details, relevant design data, and the cost plan and updated project schedule, if necessary.

4.3 Deliverables

1. The deliverables are similar to the three stages mentioned in 4.1; progress in the project development should align with the stages.
2. Prepare and submit the deliverables as prescribed in the Description of Services section.
3. The deliverables are comparable at all stages. The degree of completion of the projects development will determine the stage at which the documents are produced.

4.3.1 Presentation at 33%, 66%, and 99% completion

1. Specifications and complete working drawings
2. A copy of the information collected on site (photographs, soil study report, drilling records, etc.).
3. A copy of the documents, studies and calculations, among others, required by PWGSC for final verification and archiving.
4. A copy of the updated cost plan and project schedule.

4.3.2 Final presentation

This presentation will include all revisions made after assessment of the project at the 99% stage. Provide the following:

1. Complete set of original drawings, signed and sealed
2. Complete sets of the original specifications, signed and sealed
3. Estimate of Category A construction costs

4. Tender slip
5. Work timeline in MS Project format
6. Risk management plan

RS 5 CALLS FOR TENDERS, EVALUATION OF PROPOSALS, AND AWARD OF CONSTRUCTION CONTRACTS

5.1 Objective

The purpose of this stage is to obtain bids from contractors that can carry out the project according to the tender documents, evaluate those contractors, then award the construction contract in accordance with government regulations, including the federal regulations on bid depositories.

5.2 Scope and activities

5.2.1 Calls for tenders

The Consultant must:

1. Provide the Departmental Representative with all the information that bidders need to fully interpret the construction documents;
2. Participate in bidder information meetings;
3. Prepare any necessary addenda for questions asked by bidders;
4. Keep detailed notes on all requests for information during the tender process and send them to the Departmental Representative at the end for storage in PWGSC files.

5.2.2 Assessment of proposals and award of construction contracts

The Consultant must participate in the evaluation of proposals by advising on matters such as:

1. Completeness of tender documents in all respects
2. Technical aspects of tenders
3. Impact of suggested alternatives and backups
4. Ability of bidders to complete the entire project
5. Availability of adequate capital to carry out the work
6. Information to support price negotiations
7. If PWGSC decided to relaunch a call for tenders, advise and assist the Departmental Representative
8. Assess and report the impact of any addenda on the project cost and schedule
9. Review and modify, at no cost to PWGSC, the tender documents in order to bring the cost of the work back below the established limits.

5.3 Deliverables

5.3.1 Overview of deliverables

1. Original drawings and specifications
2. Electronic copies of drawings and specifications
3. Addenda
4. Complete notes on all requests for information during the tender
5. Changes to documents, whether a new call for tenders is needed
6. Updated cost estimate or schedule

RS 6 ADMINISTRATION OF CONTRACTS AND CONSTRUCTION AND REVIEW OF WARRANTIES AFTER CONSTRUCTION

RS 6.1 Objective

Implement the project according to the contract documents and prescribe and monitor all required and requested changes to the scope of work during construction.

RS 6.2 Scope and activities

6.2.1 General

1. Intervening on behalf of PWGSC during project implementation, to the extent provided herein;
2. Periodically reviewing the work to verify whether it is following the contract documents;
3. Keeping PWGSC informed on the progress and quality of work and reporting any deficiencies or defects found during the on-site examinations;
4. Calculate the amounts payable to the Contractor based on work progress and certify those payments;
5. Assisting with interpretation of the requirements of the contract documents;
6. Advising on costs during construction;
7. Informing the Departmental Representative of any changes to be made to the scope of work during the project implementation phase;
8. Examining the documents submitted by the Contractor;
9. Preparing and justifying change authorizations to be issued by the Departmental Representative;
10. Indicating any changes or substitutions of materials and equipment in the archival documents;
11. During the warranty period (twelve [12] months), reviewing all real and alleged defects and sending instructions to the Contractor;
12. Performing a final review of the warranty.

6.2.2 Details

6.2.2.1 Construction meetings

1. Immediately after the award of the contract, organize an information meeting with the contractor and the Departmental Representative. Prepare the minutes of this meeting and send copies to all participants and to others, with the approval of the Departmental Representative
2. Hold working meetings every two weeks, starting with the briefing on the construction work. The following people should participate in these meetings, as appropriate: the site foreman, the Consultant's site representative, the main subcontractors, any sub-consultants concerned, and PWGSC representatives.
3. Prepare the minutes of this meeting and forward copies to all participants. The project manager may invite the client departments to participate in this meeting.

6.2.2.2 Project schedule

1. Obtain the project schedule as soon as possible after contract is awarded and ensure that it is distributed as needed.
2. Monitor the approved construction schedule, take the necessary measures to ensure that the schedule is up to date, and submit a detailed report to the Ministry accounting for delays.
3. Keep accurate records on the causes of delays.
4. Spare no effort to help the Contractor avoid delays.

6.2.2.3 Extensions

Only the Department may approve an extension. This approval will be issued in writing by the Departmental Representative.

6.2.2.4 Cost Allocation

Obtain the detailed breakdown of costs on the PWGSC form from the Contractor and submit it to PWGSC with the first progress claim.

6.2.2.5 Subcontractor changes

1. The Contractor must use the subcontractors identified when the contract was awarded, unless a change has been authorized by the Department. Changes will only be considered if they do not increase costs.
2. Review all requests for subcontractor changes and make recommendations to the Departmental Representative.
3. If the new subcontractors are not on the tender list, ask the Contractor to provide this list no later than ten days after the contract is awarded.

6.2.2.6 Labour needed

1. The Contractor must, under the contract, assign competent workers and meet the Working Conditions issued by Employment and Social Development Canada. Report to the Department any labour issues that may require its intervention.
2. The consultant must ensure that a copy of the Working Conditions described in the contract is displayed in plain view on the site.

6.2.2.7 Compliance with regulations

Ensure that construction work complies with the regulations.

6.2.2.8 Safety during construction work

1. All buildings and facilities occupied by federal employees during construction are subject to the federal *Occupational Health and Safety Regulations* and relevant regulations, which are administered by Employment and Social Development Canada, and/or provincial regulations, whichever is stricter.
2. During construction, the fire safety measures must meet FC standards 301 and 302, which are administered by Employment and Social Development Canada's Fire Service.
3. In addition, the Contractor must obey provincial and municipal safety laws and regulations, as well as all instructions issued by officials of the competent authorities regarding the safety of construction work.
4. Ensure that the Contractor is mandated to handle all necessary coordination, insulation, protection, and recovery of fire protection and suppression systems during the entire duration of construction.
5. Advise the property manager each time the fire prevention and suppression systems are to be taken out of order, and for how long they will be out of order.
6. Ensure that the contractor is mandated to provide a surveillance service as defined in FC Standard 301 and by the Fire Commissioner.

6.2.2.9 Site visits

1. Provide construction inspections as a non-resident. Ensure compliance with contract documents.
2. Provide competent employees who understand the technical and administrative requirements of the project.
3. Sign a written agreement with the entrepreneurs about the steps for inspection and the elements of the structure to be inspected before finishing.
4. Assess the quality of work and report all failures and deficiencies found during inspections in writing to the Contractor and the Department.
5. Inspect materials, assemblies, and prefabricated components at their source (or in the place where they are assembled, where necessary) to ensure that the project can progress.
6. All directives, clarifications, and lists of deficiencies must be addressed in writing to PWGSC.

6.2.2.10 Clarifications

Clarify plans, specifications, and site conditions, where necessary, to prevent delays.

6.2.2.11 Progress reports

Report progress to the Department on a regular basis. Submit weekly reports.

6.2.2.12 Measurements of work

1. If work is based on unit prices, measure and record the quantities for the verification of applications for monthly payments and the final certificate of measurement.
2. When a Contemplated Change Notice must be based on unit prices, keep an accurate record of the work. Record the size and quantities.

6.2.2.13 Detailed drawings

Submit to the Department, for information purposes, all additional detailed drawings needed to clarify or correctly interpret the contract documents.

6.2.2.14 Shop drawings

1. At the end of the project, send three copies of the shop drawings to the Department for review. Ensure that shop drawings include the project number and are saved in the correct order.
2. Verify the number of copies to be filed for the shop drawings. Provide additional copies for comments by the client department.
3. The shop drawings shall bear the words "verified and certified for construction," affixed by the Contractor. The Consultant should also stamp the documents with the word "Examined" before returning them to the Contractor.
4. Expedite the processing of shop drawings.

6.2.2.15 Inspection and testing

1. Before the call for tenders, submit to the Department the list of recommended tests, including site and factory tests.
2. Once the contract is awarded, help the Departmental Representative give the testing company information on services, the distribution of reports, and the channels of communication, among others.

3. Review all test reports and take necessary measures with the contractor if the work does not meet the conditions of the contract.
4. Immediately advise the Departmental Representative if tests do not meet the project requirements and correction will affect the schedule.
5. Help the Departmental Representative assess the invoices of the testing company responsible in terms of services rendered.

6.2.2.16 Changes to construction

1. The Consultant shall not be entitled to modify the work or the contract price. However, the Consultant should prepare the Contemplated Change Notice (CCN) and the Change Order (CO).
2. Changes that affect the cost or design must be approved by the Department.
3. Once the Department has issued its approval, ask the Contractor to submit detailed prices. Consider these prices and submit the recommendations to the Department.
4. The Ministry will send copies of the CCN and the CO prepared by the Consultant to the Contractor.
5. Change Orders cover all modifications, including those which do not affect the cost of the project.

6.2.2.17 Requests for progress payments

1. Each month, the Contractor shall submit a request for payment for work and materials in accordance with the requirements of the construction contract.
2. Requests for progress payment will be made on the following forms, if applicable:
 - a. Request for Progress Payment;
 - b. Statutory Declaration
3. Review and sign the forms and quickly send requests for payments to the Department (Departmental Representative) for processing.
4. Submit with each request for payment:
 - a. the updated schedule for the work;
 - b. photographs showing the progress of work.

6.2.2.18 Materials on site

1. The Contractor may request payment for materials on site, even if they have not yet been added to the works.
2. The materials must be stored in a secure location designated by the Departmental Representative.
3. The detailed list of materials, with the suppliers' invoices showing the price of each item, must accompany the application for progress payment; the Consultant will check and monitor this list (detailed description).
4. Once materials are integrated into the structure, the costs will be added to the corresponding item and removed from the list of materials.

6.2.2.19 Acceptance Committee

The Consultant shall inform the Departmental Representative once they determine that the project is essentially completed. They must ensure that their representative, the representative of their sub-consultants, their site representative, the Contractor, and the main representatives of the sub-trades are part of the project Acceptance Committee and participate in all meetings organized by the Departmental Representative.

6.2.2.20 Provisional inspection

The Acceptance Committee will inspect the work and list of all incomplete and unsatisfactory work in a designated form. The Committee should accept the Contractor's project, provided that deficiencies will be corrected and incomplete work is listed and priced.

6.2.2.21 Certificate of substantial performance (provisional)

1. To authorize payment, the parties involved will have to prepare and sign the following documents:
 - a. (Provisional) certificate of substantial performance
 - b. Request for progress payment
 - c. Statutory Declaration
 - d. CNESST certificate (or equivalent based on regional rules)
2. Ensure that all items are listed correctly and ensure that they provide the Department with completed documents and necessary supporting documents for processing.

6.2.2.22 Taking possession of works

The date of acceptance is typically that on the certificate of completion issued to the Contractor. On the date of acceptance, the Contractor may cancel the insurance provided by the contract and the Department or the client department (as applicable) will be responsible for:

1. The safety of the facility
2. The smooth operation and proper use of installed equipment
3. General maintenance and cleaning of the facility
4. Maintenance of the site (except for maintenance work under the contract)

6.2.2.23 Final inspection

1. The Consultant shall notify the Departmental Representative once it finds that all contract work has been completed, including the correction of defects. They will be responsible for inspection and acceptance following the provisional acceptance.
2. The Departmental Representative should reconvene the Committee of acceptance, which will conduct a final inspection of the project. If everything is satisfactory, the Committee will confirm the final acceptance of the project by the contractor.

6.2.2.24 Certificate of completion

1. For the final payment, the parties involved will have to prepare and sign the following documents:
 - a. Certificate of completion
 - b. Request for progress payment
 - c. Statutory Declaration
 - d. Certificate of release from the Workers' Compensation Board (or equivalent according to regional rules)
 - e. Certificate from the hydroelectric company (according to regional rules)
2. Ensure that all items are listed accurately and provide the completed forms and all supporting documents to the Department for processing.

6.2.2.25 Taking possession of the works

1. Taking formal possession of the works or parts thereof from the contractor is established by the PWGSC project team, which includes the Consultant and the client department. The date of the provisional certificate of substantial performance and certificate of completion marks the beginning of the twelve-month warranty period for work completed on the date of each of these certificates, in accordance with the terms of the contract.
2. Submit to the Department the Contractor's original warranties for all materials and work covered by an extended warranty in accordance with the conditions of the specifications. Ensure that these warranties are full and check the scope.

6.2.2.26 Archives of drawings and specifications of the completed work

1. After taking possession of the facility, obtain an annotated copy of the drawings and specifications of the finished work from the Contractor.
2. Describe important changes in construction work from the original contract drawings, including changes indicated in the post-contract drawings, changes resulting from a Change order, and changes in response to instructions given to the Contractor on the site.
3. Check and verify all documents of the finished work to ensure that they are accurate and complete, then submit them to PWGSC.
4. Produce archive drawings, including, in the project drawings, information on the finished work.
5. Submit drawings and specifications for archives within eight (8) weeks of final acceptance.
6. Provide a complete set of final shop drawings.

6.3 Deliverables

1. Written reports on site visits, specifying the names of people who attended
2. Written progress and month-end cost
3. Additional detailed drawings where necessary to clarify, interpret, or complete the construction documents
4. Post-contract drawings
5. Certificate of substantial performance and certificate of completion
6. Reports on commissioning activities
7. Archival material for the finished work
8. List of services covered
9. Report on the final review of the warranty

RS 7 Studies

7.1 Objective

The purpose of this service is to carry out any studies that may be required. The call-up will specify the type of study needed and the scope of the report to be produced. For studies whose results may be influenced by climate change, the Consultant should incorporate a climate change assessment into their studies.

The types of studies to be carried out may include, but are not limited to, the following:

1. Structure inspections (including, where required, an underwater inspection)
2. Structural studies (load-bearing capacity, residual life, etc.)
3. Wave and design water level studies
4. Agitation studies for a harbour
5. Hydro-sedimentary studies
6. Current studies
7. Ice studies
8. Seismic surveys
9. Cathodic protection studies
10. Mooring force studies
11. Other studies, as needed

If the Consultant is unable to provide these services internally, they may hire a specialized firm to do so.

The costs of specialist services will be considered disbursements and reimbursed in accordance with the conditions listed in the Terms of Payment.

ADDITIONAL SERVICES (AS)

AS 1 CONTINUOUS AND DISCONTINUOUS INSPECTION SERVICES ON THE SITE

1.1 Objectives

Continuous and discontinuous site inspections are designed to ensure the continuous presence of the Consultant's representative so that they can coordinate third-party inspections and tests and inspect and monitor all aspects of work during construction. The site representative will also liaise with the Contractor, Public Works and Government Services Canada, and other agencies, as necessary.

1.2 Scope and activities

1. The Consultant's site representative is required to provide on-site inspection, as described in the agreement, for all aspects of the project. They must also keep daily records of all construction work in progress. The site representative ensures constant communication between the Departmental Representative, the design companies, the Contractor, the regional Fire Commissioner and the provincial department of labour.
2. The site representative reports directly to the Consultant.
3. The site representative is required to familiarize themselves fully with the contract documents, codes, and standards. They must also be aware municipal and provincial standards on the health and safety of construction workers.

1.2.1 Roles and responsibilities

1. The site representative will report to the Consultant and provide full- or part-time site inspection services, coordination, and monitoring of construction work. In addition, the Departmental Representative may delegate additional responsibilities, subject to the Consultant's approval.
2. The site representative must maintain daily records of all construction work assigned. They must also ensure communication between the Departmental Representative, the regional Fire Commissioner, the Consultant, the Contractor, and other consultants.
3. The site representative may coordinate the activities of an assistant and provide them with the necessary instructions.
4. In an emergency, the site representative has the authority to stop work or give orders to ensure the safety of workers or protect Crown property.

1.2.2 Inspection and reporting

1. The site representative is responsible for inspecting all phases of ongoing work in order to, after checking with the Consultant and the Departmental Representative, bring any discrepancies between the work, the contract documents, and the accepted construction procedures to the Contractor's attention. They must keep a daily log of such inspections and send a written report, in the approved format, to the Consultant each week for distribution.
2. Each day, they must record site data (number of workers; work performed; weather conditions such as temperature, wind, and precipitation).
3. Each day, they must immediately respond to and act upon relevant questions raised during the work.
4. Each day, they must work with the Contractor's superintendent to note the differences of implementation with the P&Ds.
5. The site representative must produce any report or study required by the Departmental representative through the consultant

1.2.3 Interpretation of contract documents

1. Interpretation of contract documents is the responsibility of the Consultant. However, they may ask the site representative to provide information on working conditions and provide daily instructions to the Contractor.
2. The site representative has a duty to help the Consultant and inform them of potential problems that may delay the work. The method used to share this information will be decided by the Consultant.

1.2.4 Changes in the work

1. The site representative shall not authorize or order changes in the work that could change the design of the work or the contract value.
2. The Consultant may ask the site representative to assist in assessing changes in the work if they require information from someone who knows the working conditions.

1.2.5 Communication and liaison

The site representative must:

1. Provide contractors with instructions on labour standards to be met.
2. Identify faults or work that does not conform to the drawings and specifications, discuss their findings with the Consultant, and get instructions from them. The findings should then be reported to the Contractor's superintendent. Although informal discussions with the supervisors of secondary professions are generally permitted (albeit only with the Contractor's consent), the site representative should not deal directly with the supervisors or professionals or influence of any how the work progresses.
3. Officially communicate with the Contractor through service notes only. When issuing such documents, they must immediately send copies to PWGSC and the Consultant.
4. Immediately contact the Consultant when it becomes apparent that they will need their information intervention. This may include general instructions, clarifications, approval of a shop design, requests, approval for intended changes, site instructions, details, drawings, etc.

5. Accompany the PWGSC representatives during inspections and report to the Consultant any requirements, comments, and guidance issued by PWGSC staff. It should be noted that the site representative should encourage people to submit their requirements, comments, or instructions in writing.
6. Review and evaluate all suggestions made by the Contractor and changes they wish to make to documents. Immediately report the suggestions and changes to the Consultant, alongside the comments.
7. Ensure that PWGSC and the Consultant are informed promptly when key elements and/or materials and equipment are delivered, so that both parties can make arrangements for inspection by appropriate personnel prior to installation.
8. Review any temporary or permanent connections to any of the building systems prior to installation, establish a schedule for completion of the installation and related work, and approve the connections in writing.
9. If work cannot be done outside of business hours, inform the Departmental Representative of any disruptions to normal services in buildings and other facilities at least 24 hours in advance.

1.2.6 Daily Register

The site representative has to keep a daily log where they record the following information:

1. atmospheric conditions, particularly those that are unusual given the ongoing construction;
2. main delivery of materials and equipment;
3. daily activities and important work performed;
4. start, stop, and completion of work;
5. presence of testing company employees on site, tests done, results, etc.;
6. unusual conditions on site;
7. significant incidents, observations, etc.
8. unusual visitors on site;
9. permissions granted to the Contractor to perform certain work or hazardous work;
10. environmental incidents;
11. reports and instructions for emergency measures adopted by the competent authorities.

Note: This log is the personal property of the site representative. Copies of records must be forwarded to PWGSC and the Consultant at the end of the project.

1.2.7 Weekly reports

The site representative has to make weekly reports to the Consultant in the required format. It must include:

1. progress of work in relation to the timetable;
2. principal activities started or completed during the week; major activities in progress;
3. principal deliveries of materials and/or equipment;
4. difficulties that may delay the completion of the work;

5. labour and materials required immediately;
6. estimates of the cost of completed work and delivered materials (cost and contracts);
7. requirements of the Consultant or PWGSC regarding information to provide or measures to be taken which have not yet been met;
8. labour;
9. weather;
10. observations;
11. accidents on the site;
12. dangers threatening the safety of persons or hazards in the building caused by work, the Contractor, or their agents.

1.2.8 Site records

The site representative has to keep thorough, updated site records for PWGSC, the Consultant and themselves, containing the following documents:

1. contract and tender documents;
2. approved shop drawings;
3. approved samples;
4. samples;
5. site instructions;
6. Notice of Contemplated Changes;
7. Change Orders;
8. memoranda;
9. reports on tests and defects;
10. correspondence and meeting minutes;
11. names, addresses and phone numbers (including home phone numbers, in case of emergency) of the client, Consultant, and contractor representatives and all key contractors and employees for the trades involved in the performance of the contract;
12. The site representative must also maintain an updated schedule.
13. A reproduction of the original drawings that were part of the contract must be kept in a safe place and kept up to date with information from all memos, change orders, site instructions, details, final terms, etc. issued after the contract award.

1.2.9 Inspection of the work

1. The site representative must make observations and audits of the work to determine whether the work, materials, and equipment comply with the contract documents and additional conditions. The Consultant's site representative must inform the Contractor of any defects or any unapproved deviations through a memorandum and immediately report the Consultant and Departmental Representative any problems that the Contractor is refusing or neglecting to address.

2. The site representative will arrange for the Consultant's quality control laboratories and consultants to be able to conduct the routine inspections required under their contract with the Consultant at the right times as the project progresses.
3. The site representative must also indicate if the materials and equipment are incorporated into the project before the shop drawings or samples thereof are approved. The site representative will work with the Departmental Representative and the Consultant to prepare all final and preliminary reports on the defects found.
4. The site representative will also ensure that work can be done on a per-unit basis.

1.2.10 Site meetings

The site representative has to attend all site meetings. The Consultant's project manager will lead the site meetings and take the minutes of the meeting.

1.2.11 Inspection and testing

1. The site representative must ensure that the tests and inspections required by the contract documents are performed, attend the tests, and record results in the daily log.
2. They must notify the Consultant if the tests do not meet the specified requirements or if the Contractor does not perform the tests properly.

1.2.12 Emergencies

When an emergency threatening the safety of persons or property, or threatening when the proper conduct of the work is compromised by the activities of the contractor, to protect the interests of PWGSC, the site representative shall immediately notify the contractor in writing of the possible danger. Moreover, if necessary, he will interrupt the work site or order corrective action and will immediately report with the consultant for further instructions.

1.2.13 Restrictions

The site representative is prohibited from:

1. allowing deviations from the contract documents
2. performing tests
3. approving shop drawings or samples
4. advise the client on any matters without first obtaining instructions from the Consultant
5. approving the work done or any part of the building
6. encroaching on the responsibilities of the Contractor's superintendent
7. interrupting the work, unless they are certain that there is an emergency, as described above.

1.3 Deliverables

1. Daily site logs
2. Weekly reports

AS 2 BILINGUAL DOCUMENTS (FOR PUBLIC TENDER DOCUMENTS)

2.1 Objectives

Prepare tender documents in both of Canada's official languages. Communications during the call for tenders must also be bilingual.

2.2 Scope and activities

The Departmental Representative will have to translate all the documentation submitted for public tenders into both of Canada's official languages. This includes plans, specifications, addenda, and communications during the call for tenders.

2.3 Deliverables

Documentation submitted for public calls for tenders (plans, specifications, addenda and communications) in both of Canada's official languages.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General information
- SRE 2 Proposal requirements
- SRE 3 Submission requirements and evaluation
- SRE 4 Price of services
- SRE 5 Total score
- SRE 6 Submission requirements - checklist

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the selection procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

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

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following solicitation requires offerors to use the epost Connect service offered by Canada Post Corporation for the electronic transmission of their offers.

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

Canada requests that the offer be assembled into separate electronic documents (attachments) as follows:

Section I: Technical offer

Section II: Price offer

Each electronic attachment must bear the section name and solicitation number.

2.2 Specific requirements for proposal format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is [thirty-five (35)] pages.

The following are not part of the page limit mentioned above:

1. Cover letter
2. Declaration/Certifications Form (Appendix A)
3. Integrity Provisions – required documentation (Appendix B)
4. Front page of the Request for Standing Offer document
5. Front page of revision(s) to the Request for Standing Offer document
6. Price Proposal Form (Appendix C)

Consequence of non-compliance: any pages that extend beyond the aforementioned page limit, as well as any other attachments, will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board for consideration.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit:

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

3.1.2 Licensing, certification, or authorization

The proponent must be authorized to provide engineering services. The Consultant's team members and key personnel must be licensed or eligible to be licensed, certified, or otherwise authorized to provide the necessary professional services to the full extent that may be required by law in the province of Québec.

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

3.1.3 Integrity Provisions – required documentation

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

3.2 RATED REQUIREMENTS

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

3.2.1 Understanding of the scope of services

1. *What we are looking for:*

Demonstration that you understand the overall requirements for services that may be required as part of a variety of potential projects. These requirements include deliverables, expected approaches, technical expectations, and coordination requirements.

2. *What the Proponent should provide:*

- a. scope of services - detailed list of services;

- b. summary of your proposed typical work breakdown structure, i.e. resources assigned, schedule, and level of effort;
- c. broader goals (federal image, sustainable development, sensitive issues);
- 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/service management approach

1. *What we are looking for:*

How the team's approach and methodology will be organized to ensure the delivery of services, given the variety of potential projects.

2. *What the proponent should provide:*

A description of:

- a. the roles and responsibilities of key personnel
- b. the allocation of resources and availability of substitutes
- c. the management and organization hierarchy
- d. the firm's approach for following up on the call-ups issued under this standing offer
- e. the design tools that the firm is able to use to prepare design documents
- f. the methods used for quality control and coordinating design work between all disciplines
- g. how the team plans to meet project deadlines
- h. the contractor's conflict resolution methods

3.2.3 Skills and experience of key project team members

1. *What we are looking for:*

Demonstration that the proponent has key project personnel with the necessary skills, capacity, and experience to provide the required services, to produce the documents listed in the Required Services (RS) section, and to handle the types of projects listed in the Description of Services (DS) section.

"Key personnel" means the people on the project team that the Proponent will use to fill the following roles:

- a. Project Manager
- b. Lead Designer
- c. Designer/Reviewer
- d. Lead Site Supervisor

The experience and competence of the key individuals should be described regardless of their previous association with the current proponent's company.

The definition of key positions that applies to this RFP includes the following clarifications and requirements:

(a) Project Manager: senior engineer with experience in managing marine projects

Role: For the duration of the project, they will be personally responsible for communicating with the Departmental Representative on all matters involving the project, whether they be technical or

administrative. They will supervise and participate in the implementation of the whole project. The Project Manager must fill the role on a daily basis for the duration of the project, rather than, for example, delegating the role to another person.

Their main responsibilities include, but are not limited to:

1. Organizing, leading, and taking minutes of kick-off and follow-up meetings with the client and the Contractor, as well as internal meetings with the multidisciplinary team;
2. Preparing the work program for their team, including the jobs to be done; the personnel assigned to each job; the budget and schedule; and the list of deliverables, following the client's instructions;
3. Preparing a project-specific quality plan and ensuring it is followed;
4. Managing and controlling the project's human, material, and financial resources;
5. Verifying project information (preparatory studies; previous expert assessments; environmental assessments; existing plans, surveys, right of way corridors; and other initial data);
6. Ensuring that design criteria are established and a functional, cost-effective, and sustainable concept is developed using an approach based on performance and the client's expectations;
7. Overseeing the effective delivery of required services (RS) and additional services (AS);
8. Coordinating all disciplines;
9. Managing technical and administrative communications between the client and the project team;
10. Ensuring that the heads of each discipline coordinate their efforts to deliver a technically excellent project on time and at the lowest possible cost;
11. Encouraging synergy between the disciplines, both internally and with the client and Contractor, by targeting the project objectives;
12. Checking the quality of the deliverables;
13. Performing the administrative follow-up for the project.

(b) Lead Designer: Senior marine design engineer

Role: This engineer will be responsible for designing and preparing the corresponding sections of the specifications. In their capacity as the designer, they must sign and seal the primary planning sheets for their discipline.

Reporting to the Project Manager, the Lead Designer:

1. Technically coordinates the entire project;
2. Is responsible for the structural design of marine structures, including all related components and equipment;
3. Works closely with heads of other disciplines (geotechnics, civil engineering, etc.) and any experts who may be involved in design, contractor calls for tenders, and supervision during the course of the mandate;
4. Establishes the design criteria and the design methodology for the works and assesses project constraints, construction methods (to ensure continuity of service), and the integrity of structures that may be affected by the work;
5. Manages the design and planning activities for their discipline and assigns tasks to the engineers, technicians, and support staff on their team;
6. Participates in the technical review committees and recommends them to the Project Manager;
7. Monitors the construction budget and schedule, leads the preparation of budget estimates, and takes corrective measures if elements go over budget;
8. Ensures the quality of the technical content of the documents, visits the site regularly and as needed, and issues reports and recommendations.

(c) Designer/Reviewer: Senior marine design engineer

Role: The Department requires that the Consultant's quality assurance process include an internal design review by an engineer other than the Senior Engineer. The Designer/Reviewer will need to sign and seal all planning sheets signed by the lead designer. **All planning sheets will need to be signed and sealed by two different engineers: one acting as designer, and the other as reviewer.**

Reporting to the Project Manager, the Designer/Reviewer:

1. Approves marine engineering plans;
2. Is responsible for verifying all marine engineering documents (reports, plans, specifications, estimates, and other deliverables);
3. Approves the deliverables created during the project;
4. Works closely with the senior marine engineering designer and their team;
5. Participates in all project design reviews;
6. Fully reviews documents before they are sent;
7. Provides comments and recommendations for adjustments and corrections.

(d) Lead Site Supervisor: Intermediate engineer or senior technician with experience as a lead supervisor in marine engineering projects.

Reporting to the Project Manager, the Lead Site Supervisor:

1. Is responsible for on-site monitoring and managing the quality of work in all disciplines;
2. Is in constant contact with the discipline managers and the lead designer to quickly solve problems, handle special technical visits, and manage specific follow-ups;
3. Participates in site meetings;
4. Audits and follows up on the contractor's claims for progress payment;
5. Performs all tasks specified in the Additional Services (AS).

What the proponent should provide:

For each of the key individuals, the applicant must provide the required information in the following two forms:

1. A résumé, which should clearly include the following:
 1. Years of experience, indicating the position(s) held and the specialties (e.g. harbour engineering, coastal engineering, civil engineering) involved;
 2. Professional accreditations;
 3. Education and training;
 4. List of marine engineering projects in which they were involved. For each project listed, provide the following information:
 - a. Project title, location, year(s)
 - b. Project cost
 - c. Job title
 - d. Client's name and representative contact information

2. Detailed description of three (3) marine engineering projects

Submit three (3) projects that demonstrate that the key individuals identified have the ability, experience, and skills required to provide the full range of services listed in the Required Services (RS) section.

Each project must have been undertaken and completed within the last eight (08) years prior to the closing date of this request for proposals.

It would be to the proponent's advantage to include large, highly complex projects that, in general, cover a wide variety of the issues, needs, and structures encountered in marine engineering.

The following information should be provided for each of the key people's projects:

- a. Description of the project, including objectives, issues, and specifics, as well as the approach used to address them;
- b. The person's role and responsibilities and the extent of their participation, specifying whether they held their role alone or worked with someone else. In addition, specify whether they worked during the entire project or on a specific area (if so, specify which);
- c. How budget control and management fit into their role;
- d. How schedule control and management fit into their role;
- e. References from the client representative (name, address, phone number, and email address). References may be consulted, so ensure that they consent to being listed as a reference.

For each of the key positions, the involvement of the people in question must at least include the activities in the following table.

Key position	Number of projects submitted with an activity requirement	Minimum activities to be covered
Project Manager	All three projects	RS1–RS6
Lead Designer	One project	RS1–RS6

	Two projects	RS1–RS4
Designer/Reviewer	One project	RS1–RS6
	Two projects	RS1–RS4

The team members used by the proponent must be part of the proponent's company (see the definition of "proponent" in section IG 1 of the General Instructions). The skills and experience of people who do not belong to the proponent's company will not be considered.

3.3 EVALUATION AND SCORING

Eligible proposals (i.e. proposals that meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated, and rated by a PWGSC Evaluation Board. For this first evaluation, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish technical scores:

Criterion	Weight Factor	Score	Weighted Score
Understanding of the scope of services	1.0	0–10	0–10
Team/service management approach	1.0	0–10	0–10
Project Manager skills and experience	1.5	0–10	0–15
Lead Designer skills and experience	2.5	0–10	0–25
Reviewer skills and experience	2.0	0–10	0–20
Site supervisor skills and experience	2.0	0–10	0–20
Total	10.0	0–10	0–100

Generic evaluation table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will score 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 that could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have successfully worked 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	Has led sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum weighted score of sixty (60) points out of the hundred (100) points available for the rated technical criteria specified above.

No further consideration will be given to proponents not achieving the pass mark of sixty (60) points.

SRE 4 PRICE OF SERVICES

The price proposal envelopes for eligible proposals that have achieved the pass mark of sixty (60) points will be opened once the technical evaluation has been completed. Once there are three or more responsive proposals, an average price will be determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when only one or two eligible proposals have been received.

All price proposals greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

The remaining price proposals will be rated as follows:

1. The lowest price proposal receives a price rating of 100
2. The second-, third-, fourth-, and fifth-lowest prices will receive price ratings of 80, 60, 40, and 20, respectively. All other price proposals will receive a price rating of 0.
3. On the rare occasions where two (or more) price proposals are identical, the matching price proposals will 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 score	0–100	90	0–90
Price score	0–100	10	0–10
Total score		100	0–100

The proposals will be ranked from highest to lowest using the total score (technical plus price scores). The proponents with the highest ranked proposals will be recommended for issuance of a standing offer. In the event of a tie, the proponent with the lower price for the services will be selected. The Government of Canada reserves the right to issue up to five (5) Standing Offers.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of helping the proponent ensure their submission is complete. Proponents are responsible for meeting all submission requirements.

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

- ☐ Declaration/Certifications Form – form provided in Appendix A, completed and signed
- ☐ Integrity Provisions – required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- ☐ Integrity Provisions – Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per the General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.
- ☐ Proposal
- ☐ Front page of the Request for Standing Offer and signature
- ☐ Front page of revision(s) to the Request for Standing Offer
- ☐ Offer - one (1) electronic document attached to the message
- ☐ Price Offer Form - one (1) price offer form completed and submitted in a separate electronic document attached to the message
- ☐ Recommended: Provide your Organization security clearances (Reliability or Secret) delivered by CPS (Contract security program)

Appendix A - Team Identification Format

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

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. **Prime Consultant:**

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

II. **Key Sub Consultants:**

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

Firm:

- Name
- Key Individuals and
Provincial professional licensing status

Name _____ Signature _____ Date _____

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EE520-210680

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File No. - N° du dossier
MTC-0-43234

Buyer ID - Id de l'acheteur
MTC120
N° CCC / CCC No./ N° VME - FMS

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

NAME OF PROPONENT: _____	
Procurement Business Number (PBN) : _____ https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier#600	
Is this a Joint Venture? (Clause ref. IG 18 previously mentioned) : ____ YES ____ NON	
Street Address:	Mailing Address (if different than street address)
City:	City:
Prov./Terr./State:	Prov./Terr./State:
Postal/ZIP Code :	Postal/ZIP Code:
Telephone Number: ()	
Fax Number: ()	
E-Mail:	
Other Type of Organization ____ Sole Proprietorship ____ Partnership ____ Corporation	Size of Organization Number of Employees: _____ Graduate Architects-Prof. Engineers: _____ Other Professionals: _____ Technical Support: _____ Other: _____

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

Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

- ☐ A1. The Proponent certifies having no work force in Canada.
- ☐ A2. The Proponent certifies being a public sector employer.
- ☐ A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

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

OR

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

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

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

_____ YES

_____ NO

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

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

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

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

Work Force Adjustment Directive

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

_____ **YES**

_____ **NO**

If so, the Proponent must provide the following information:

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

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

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

Name of Proponent: _____

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature: _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

During proposal evaluation period, PWGSC contact will be with the above named as per intermediary.

APPENDIX C - PRICE PROPOSAL

INSTRUCTIONS

- A. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
- B. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
- C. Proponents are not to alter or add information to the form.
- D. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
- E. The hourly rates identified will be for the duration of the Standing Offer.
- F. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within:
- a 50 km radius of the Consultants's office – Office the closest to the site when a Consultant has business offices in more than one address;
 - a 50 km radius from Place Bonaventure, Montréal;
 - a 50 km radius from 1550 d'Estimauville, Québec
 - a 50 km radius from 180 de la cathedrale, Rimouski
- There will be no travel time or travel and living expenses payable for services rendered within 50 kilometers from the Designated Service Centre listed in Annex B. For services rendered further than 50 kilometers from the Designated Service Centre, the Consultant will be paid its actual travel time in accordance with the hourly rates detailed in Annex B. The Consultant will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle expense allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "traveller", rather than those referring to "employee". Canada will not pay the Consultant any incidental expense allowance for authorized travel. All travel must have the prior authorization of Departmental Representative.
- G. Fixed hourly rates for each Category of Personnel are to be provided in columns B and C and multiplied by the value in column A (provided for evaluation purpose only). Sub-totals of columns A X B and A X C are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____
Address: _____

A		B	C	D			
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	Fixed Hourly Rates * Year 3	Fixed Hourly Rates * Optional years	A x B	A x C	A x D
Services rendus par le personnel du bureau							
Senior Engineer (reserved for the engineer who performs tasks involving a high degree of responsibility)	100	\$	\$	\$	\$	\$	\$
Senior engineer ¹	1000	\$	\$	\$	\$	\$	\$
Intermediate engineer ²	600	\$	\$	\$	\$	\$	\$
Junior engineer ³	300	\$	\$	\$	\$	\$	\$
Senior technician ¹	600	\$	\$	\$	\$	\$	\$
Intermediate technician ²	400	\$	\$	\$	\$	\$	\$
Junior technician ³	200	\$	\$	\$	\$	\$	\$
Drafting technician	200	\$	\$	\$	\$	\$	\$
Administrative support	200	\$	\$	\$	\$	\$	\$
Site supervisor – Site technician	800	\$	\$	\$	\$	\$	\$
Surveyor – construction	100	\$	\$	\$	\$	\$	\$
Surveyor assistant	100	\$	\$	\$	\$	\$	\$
SUB-TOTALS (1)					\$	\$	\$
MULTIPLIED BY					34%	34%	34%
SUB-TOTALS (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES					\$		

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

1. 10 years or more of experience
2. From 5 to 10 years of experience
3. Less than 5 years of experience

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Appendix D – Doing Business with PWGSC & Addendum Quebec Region

Attached – PFD Document



Serving
GOVERNMENT,
Serving
CANADIANS.

Doing Business with PWGSC

Documentation and Deliverables Manual



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Revisions

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

1 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 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.

2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

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

2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

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

2.3 Building Information Modelling (BIM)

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

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

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

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

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

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

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

2.4 Specifications

2.4.1 National Master Specification

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

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

2.4.2 Index

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

2.4.3 Specification Organization

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

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

2.4.4 Standards

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

2.4.5 Specifying Materials

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

2.4.5.1 Alternate Products and Materials

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

2.4.5.2 Sole Sourcing

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

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

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

Designated Contractor

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

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

Designated Contractor

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

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

Materials

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

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

Acceptable Materials

- .1 The only acceptable materials are [_____].

2.4.6 Measurement for Payment

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

2.4.6.1 Unit Prices

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

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

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

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

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

2.4.7 Cash Allowances

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

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

2.4.8 Warranties

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

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

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

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

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

2.4.9 Miscellaneous Requirements

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

2.4.10 Specification Coordination

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

2.4.11 Regional Guide

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

2.4.12 Health and Safety

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

2.4.13 Subsurface Investigation Reports

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

Subsurface Investigation Report(s)

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

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

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

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

2.4.14 Prequalification and Pre-Award Submissions

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

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

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

2.4.15 Contracting Issues

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

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

2.4.16 Specification Submission Format

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

2.4.16.1 Specification Hard Copy Deliverable Format

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

2.4.16.2 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be:

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

2.5 Addenda

2.5.1 Format

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

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

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

2.5.2 Content

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

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

3 Cost Estimates

3.1 Cost Estimates Submission Formats

3.1.1 Format

Construction cost estimates for projects shall be prepared in 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

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.

4 Project Schedules

4.1 Schedule Format

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

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

4.2 Progress Report

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

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

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

4.2.1 Executive Summary

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

4.2.2 Narrative Report

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

4.2.3 Variance Report

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

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

4.2.4 Criticality Report

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

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

4.2.5 Exception Report

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

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

The exception report shall be provided in the following format:

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

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

4.2.6 Master Schedule

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

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

4.2.7 Detailed Project Schedule

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

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

Appendix A Checklist for the Submission of Construction Documents

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

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

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

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

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

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

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

Appendix B Drawings and Specifications Table of Contents Template

B.1 General

List all drawings by number and title.

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

B.2 Sample Table of Contents

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

DRAWINGS:

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

SPECIFICATIONS:

DIVISION	SECTION	NO. OF PAGES
01	01 00 10 – General InstructionsXX
	01 14 25 – Designated Substances ReportXX
	01 35 30 – Health and SafetyXX
23	23 xx xx	
26	26 xx xx	

Appendix C Addenda Formatting Template

C.1 Instructions

To re-issue a drawing with an addendum:

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

To re-issue a specification with an addendum:

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

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

C.2 Sample Addendum

Date: _____

Addendum Number: _____

Project Number: _____

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

DRAWINGS:

- 1 A1 Architecture
.1

SPECIFICATIONS:

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

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

D.1 Electronic Submissions

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

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

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

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

D.2 Directory Structure

D.2.1 1st Tier Subfolder

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

D.2.2 2nd Tier Subfolder

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

D.2.3 3rd Tier Subfolder

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

D.2.4 4th Tier Subfolder - Drawings

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

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

- Y

Where:

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

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

For the “Drawings - Dessins” folder:

= Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

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

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

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

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

D.2.5 4th-Tier Subfolders for Specifications

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

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

- Y

Where:

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

Y = the title of the folder

Example:

02 – Divisions

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

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

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

D.2.6 Directory Structure Example

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

```
Project #####
  Bilingual – Bilingue
    Drawings – Dessins
      01 - Drawing List – Liste des dessins
      02 – Demolition – Démolition
      03 – Architecture – Architectural
      04 – Civil – Civil
      05 – Landscaping - Aménagement paysager
      06 – Mechanical – Mécanique
      07 – Electrical – 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

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Revisions

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

A1 General

A1.1 Effective Date of Addendum

June 1st, 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.

Discipline	Drawing
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)

Date:	
Project Title:	Project Location :
Project Number:	Construction 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
1 Index		
1a The index shows a complete listing of drawing titles and numbers.		
2 Title Blocks		
2a Title blocks are as per the <i>PWGSC Quebec Region CADD Standard</i> .		
3 Units		
3a All units of measure are metric only.		
4 Trade Names		
4a Trade names are not used.		
5 Specification Notes		
5a There are no specification-type notes.		
6 Terminology		
6a The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."		
6b Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.		

Drawings/Design		
Item	Verified by:	Explanations
7 Information to be included		
7a The project quantities, configurations, dimensions, and construction details are included.		
7b References to future work and elements not in the tender documents do not appear or are kept to an absolute minimum and clearly marked.		
8 Quality Assurance		
8a Coordination review of the design between various disciplines has been completed by the Consultant.		
8b Constructability review of design has been performed.		
9 Signing and Sealing		
9a Every final drawing bears the seal and signature of the responsible design professional in compliance with various provincial jurisdiction requirements.		

Specifications		
Item	Verified by:	Explanations
1 National Master Specification		
1a The current edition of the National Master Specification (NMS) has been used.		
1b Sections have been included for all work identified on drawings and sections have been edited.		
2 Index		
2a The index shows a complete list of specifications sections with the correct number of pages, the proper titles and section names as well as the list of drawings for each discipline.		
3 Organization		
3a The same page format is used consistently for the entire specifications.		
3b Each section starts on a new page and the project number, section title, section number, page number and date is shown on each page.		
3c The Consultant's name and the project title are not indicated.		
4 Terminology		
4a The term "Departmental Representative" is used instead of "Engineer," "PWGSC," "Owner," "Consultant," or "Architect."		
4b Notations such as "verify on site," "as instructed," "to match existing," "example," "equal to," "equivalent to," and "to be determined on site by" are not used.		
5 Dimensions		
5a Dimensions are provided in metric only.		
6 Standards		
6a The current edition of all references quoted is used.		

Specifications		
Item	Verified by:	Explanations
7 Materials' Specifications		
7a The method of specifying materials uses recognized standards. Actual brand names and model numbers are not specified.		
7b Materials are specified using standards and performance criteria.		
7c Non-restrictive, non-trade name "prescription" or "performance" specifications are used throughout.		
7d The term "Acceptable Manufacturers" is not used.		
7e No sole sourcing has been specified.		
7f 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.		
8 Measurement for Payment		
8a Unit prices are used only for work that is difficult to estimate.		
9 Cash Allowances		
9a No cash allowances have been used or if they have, approval from the Departmental Representative has been received.		
10 Miscellaneous Requirements		
10a No paragraphs noted as "Scope of Work" are included.		
10b In Part 1 - General of any section, the paragraphs "Summary" and "Section Includes" are not used.		
10c Section 01 11 01 Work Related General Information is included.		
11 Specification Coordination		
11a The list of related sections and appendices are coordinated.		

Specifications		
Item	Verified by:	Explanations
12 Health and Safety		
12a Section 01 35 29.06 – Health and Safety Requirements (Quebec Region) is included.		
13 Subsurface Investigation		
13a Subsurface investigation reports are included after Section 31.		
14 Prequalification		
14a There are no mandatory contractor and/or subcontractor prequalification requirements or references to certificates, transcripts, licence numbers of a trade or subcontractor, or other such documentation or item included in the bid.		
15 Contracting Issues		
15a Contracting issues do not appear in the specifications.		
15b Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).		
16 Quality Assurance		
16a There are no specification clauses with square brackets “[]” or lines “ ” indicating that the document is incomplete or missing information.		
17 Signing and Sealing		
17a Every final specification bears the seal and signature of the responsible design professional as required. Seals and signatures shall be shown in NMS section 00 01 07.		

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

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 Informationxx
	01 14 00 – Work Restrictionsxx
	01 35 29.06 – Health and Safety Requirementsxx
23	23 xx xx	
26	26 xx xx	

DRAWINGS:

Architectural

A00 Title page
A01 Demolition – Plan of 1st floor
A0x xx

Structural

S01 Legend
S02 xx

Mechanical

M01 Legend
M02 xx

[END OF DOCUMENT]