
REQUEST FOR STANDING OFFER (RFSO)
Construction Laboratory Services

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PART 1 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Ineligibility and Suspension Policy (<https://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.

SI 3 SECURITY REQUIREMENTS

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

Should the successful offerors not have the level of security indicated above, PWGSC shall sponsor the successful offerors so CISC can initiate procedures for security clearance. CISC, 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.

PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)

2.1 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

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- 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":

The term "Offeror", also referred to as "Bidder" herein, means the person or entity (or, in the case of a joint venture, the persons or entities) who submits an offer to provide services under a call-up resulting from a Standing Offer. The term 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 expertise in geotechnics, building science and material quality control 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 projects in the Quebec region.
- 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 six (6) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers and will be distributed as follows:
 - **Zones 1a, 1b et 1c** indicated below, **four (4) Standing Offers** will be put in place for the Quebec region except for the area covered by the Comprehensive Land Claims Agreements (CLCA) – James Bay and Northern Quebec Agreement (JBNQA), as defined in TBS Contracting Policy Notice 1997-8;
 - **Zone 1a:** Western Quebec (Administrative regions of Quebec): Central Quebec, Eastern Townships, Lanaudiere, Laurentides, Laval, Monteregie, Montreal, Outaouais (excluding the federal National Capital region);
 - **Zone 1b:** Eastern Quebec (Administrative regions of Quebec): Bas St-Laurent, Capitale-Nationale, Chaudiere-Appalaches, Mauricie, Saguenay-Lac St-Jean;
 - **Zone 1c:** other administrative regions except zones 2 and 3.

The offeror submitting an offer for zone 1, must submit prices for each of zones 1a, 1b and 1c. Failure to submit a price for any of these zones will result in the bid being rejected for Zone 1.

- **Zone 2** indicated below, **one (1) Standing Offer** will be put in place for the Inuit zone;
 - Set-Asides for the Inuit zone covered by the CLCA – James Bay and Northern Quebec Agreement (JBNQA), as defined in the TBS Contracting Policy Notice 1997-8 covering, but not limited to, the location of Kuujuaq (Quebec).
- **Zone 3** indicated below, **one (1) Standing Offer** will be put in place for the Cree territory;
 - Set-aside for the Cree territory covered by the CLCA – James Bay and Northern Quebec Agreement (JBNQA), as defined in the TBS Contracting Policy Notice 1997-8 covering, but not limited to, the locations of Eastmain, Wemindgi and Waskaganish (Quebec)

If the use of the Standing Offer is authorized beyond the initial period, the Consultant agrees to extend its bid for up to two (2) additional one (1) year periods under the same conditions and at the rates of prices specified in the Standing Offer. The total dollar value of all Standing Offers is estimated to be \$5,000,000.00 (applicable taxes included). Individual call-ups will vary, up to a maximum of \$350,000.00 each (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 Offers are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

- 4) **For Zone 1** indicated above, this procurement is set aside to beneficiaries of a Land Claim Agreement (CLCA).
- 5) **For Zone 2 and 3** indicated above, this procurement is set aside to beneficiaries of a Comprehensive Land Claims Agreements (CLCA)
 - a) This Request for Standing Offer is reserved for beneficiaries of the following Comprehensive Land Claim Agreement (CLCA) entitled the James Bay and Northern Quebec Agreement (JBNQA) under Chapter 28, subsection 28.10.3 and Chapter 29, subsection 29.0.31 of this Agreement;
 - b) This Request for Standing Offer is excluded from international trade agreements under the provisions each agreement has set for small and minority businesses.
 - c) In accordance with section 800 Canadian Free Trade Agreement (CFTA), CFTA does not apply to this request for standing offers;

Therefore,

- d) **Zone 2** Inuit zone is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit businesses, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA. Offerors must complete and sign the document entitled "Set-Aside under the Procurement Strategy for Aboriginal Business / Certification" (see Appendix F of the present document), understood here as "Inuit Aboriginal businesses".

Zone 3 Cree territory is reserved for individuals defined as "Cree", as defined in chapter 3 of the JBNQA (paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Cree businesses, they must be located south of the 55.5th parallel, as described in chapter 5 of the JBNQA. Offerors must complete and sign the document entitled "Set-Aside under the Procurement Strategy for Aboriginal Business / Certification" (See Appendix F of the present document), understood here as "Cree Aboriginal businesses".
- e) In the event that offers filed by a targeted group do not meet the requirements or are beyond the estimated cost according to judicious management of the market, in this case, there should be a new Request for Standing Offer opened to all for the zone(s) involved, if applicable;
- f) The Set-Aside Program for Aboriginal Business certification can in the Appendix "F" entitled "Set-Aside Program Requirements for Aboriginal Business". The presentation of this certificate duly completed and attached to the proposal is a condition of validity of the offers. Failure to complete and submit the Certification with the proposal shall render the proposal noncompliant.

By its certification, the Offeror certifies that its business has Aboriginal business status under the Set-Aside Program for Aboriginal Business. The Offeror acknowledges that PWGSC relies on this certification to evaluate the bids and will use this certification for the issuance of any call-ups arising from this Request for Standing Offers

This certification may be subject to verification as PWGSC deems necessary. If an audit by PWGSC reveals a breach of this certification, PWGSC has the right to reject the bid or

may consider any call-up to be in default and impose the corrective measures set out in the certification and in the general conditions.

- 6) This solicitation must be completed through the epost Connect service provided by Canada Post Corporation for the electronic transmission of their offers.

Offerors must refer to General Instructions (GI) 10, Submission of Offer, and SR2 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, proponents may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

- 1) The Contracting Authority for this Request for Standing Offer is:

Isabelle Guilbault
Procurement Specialist
Public Services and Procurement Canada
Supply Directorate
800, de la Gauchetiere west, Suite 7300
Montreal (Quebec) H5A 1L6
514-476-8192
isabelle.guilbault@tpsgc-pwgsc.gc.ca

- 2) The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
- 3) A Departmental Representative will be identified at time of each individual Call-Up.
- 4) The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of 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 isabelle.guilbault@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;
 - 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 one week 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:

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- 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 by epost connection, please refer to the instructions in Section GI 10.2.1 below;
IMPORTANT: Due to the nature of the Request for Standing Offers, offers transmitted by facsimile or in hard copy to PWGSC will not be accepted.
- d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the 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 easy to recognize, in accordance with the instructions contained in the offer document. The separate sections must be presented in a single package, reproducing clearly and highlight the information specified in paragraph 2. (d) above.
- 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 OR FACSIMILE

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) To submit an offer using epost Connect service, the Offeror must either:
 - i. 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
 - ii. 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:
 - i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offeror;

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- vii. security of offer data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h) The Bid Receiving Unit will send an acknowledgement of the receipt of 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 NOT APPLICABLE

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 remove the bids delivered after the closing date and time specified in the request for standing offers.
- 2) Offers submitted late electronically will be removed. For example, in the case of offers transmitted using the epost connect, these conversations are initiated by the bid receiving unit using the epost connect and relating to an offer submitted late will be removed. Records will be retained to document the history of transactions related to late offers using the epost connect.

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- a) the only evidence of a delay of epost connect generated by the CPC system that will be accepted by PWGSC is a recording of the CPC epost connect that bears the date and time in a conversation epost connection and that clearly shows that the offer was sent prior to the bid closing date and time.
- 3) PWGSC will not accept bids that are received in a delay due to an error, routing of labour conflicts or other reasons.

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

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- 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

PART 3 - STANDING OFFER PARTICULARS (SP)

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 three (3) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its offer for up to two (2) additional periods of one (1) year each under the same conditions and at the rates or prices specified in 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 \$350,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

- 1) For the four (4) Standing Offers in place for Quebec Region except for the area covered by the Comprehensive Land Claims Agreements (CLCA) – James Bay and Northern Quebec Agreement (JBNQA), as defined in TBS Contracting Policy Notice 1997-8;

- 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; [37]% of the business for the top ranked consultant, [26]% for the 2nd ranked consultant, [21]% for the 3rd ranked consultant and [16]% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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) In the event that the amount of the bid would not be considered in the selection process and this, for exceptional reasons only, Canada reserves the right to choose a consultant other than the one with the least amount of work compared to its percentage of the established ideal distribution, if it is judged that this consultant has a better knowledge of the site or project and that awarding him a specific contract would be of benefit to Canada.
- c) If the Consultant is unable to accept or reject the order without valid reasons, the Contracting Authority may select the next Consultant within the proportion set out in the Standing Offer. The amount of the estimated project will nevertheless be debited to the firm that refused and taken into account for the next selection.
- d) 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.

- e) 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.
 - f) 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.
 - g) 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.
 - h) 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) **For the standing offer** in place for the Inuit Zone
- a) The Departmental Representative will determine the scope of services to be provided and will contact the selected Consultant for this area.
- 3) **For the standing offer** in place for the Cree territory
- a) The Departmental Representative will determine the scope of services to be provided and will contact the selected Consultant for this area.
- 4) For each region, regardless of the zone, 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.
- 5) 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 of the invoice	(1) =	Fees + Applicable Taxes = Total
Total of 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
% of services completed at this stage	(6)	
 - e) Authorized signatures of the consultant and the date.

Solicitation No. - N° de l'invitation
EE520-211659/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

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- 2) Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

PART 4 - TERMS AND CONDITIONS – GENERAL CONDITIONS (GC)

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.
- 4) 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) 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.

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. Can be found on the Treasury Board website the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which is also applicable to the Consultant.
- 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) (<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.

PART 5 - SUPPLEMENTARY CONDITIONS (SC)PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC 1 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB) AND/OR COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)

For both [Zones 2 and 3](#), these procurements are reserved for Aboriginal businesses under a federal government initiative on the Procurement Strategy for Aboriginal Business (PSAB), as described in Appendix 9.4 of the Procurement Supply Manual entitled "Procurement Strategy for Aboriginal Business".

* Note: In the context of this Request for Standing Offers, the term "Aboriginal" is understood to mean "Inuit" for Zone 2 and "Cree" for Zone 3.

The bidder must complete the certification in appendix F.

SC 2 LANGUAGE REQUIREMENTS

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

SC 3 SECURITY REQUIREMENTS

- 1) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B (including an IT Link at the level of PROTECTED B).

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- 4) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5) The Contractor/Offeror must comply with the provisions of the:
- a) Security Requirements Check List and security guide (if applicable), attached at Appendix D;
 - b) *Contract Security Manual* (Latest Edition).

PART 6 - TERMS OF PAYMENT (TP)

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 Part 8, Calculation of Fees 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
 - i. should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - ii. performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(i), and
 - b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the

Departmental Representative.

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

TP 5 NO PAYMENT FOR ERRORS AND OMISSIONS

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

TP 6 PAYMENT FOR CHANGES AND REVISIONS

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

TP 7 EXTENSION OF TIME

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

TP 8 SUSPENSION COSTS

- 1) 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;

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- 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.

PART 7 - CONSULTANT SERVICES (CS)

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

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- 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*.

PART 8 - CALCULATION OF FEES (CF)

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.

PARTIE 9 – STATEMENT OF THE STANDING OFFER

GENERAL PROJECT OBJECTIVES (GPO)

GPO 1 Project Objectives

The consulting firms selected will provide services to support projects and provision of professional and technical services for the Directorate General of PWGSC Real Property in the Quebec region. Each subsequent order will support a departmental representative of PWGSC and may include one or more of the services (required or additional) listed in this section and referring generally to the field of geotechnical, building science and materials quality control. The consultant firm will be called upon to provide services in most, if not all, of the services listed in the "Required Services" and "Additional Services" sections of this statement.

GPO 2 General Objectives

Please note that, as a general rule, the services provided to PWGSC will need to be comprehensive and include all important issues that will have a significant impact on the project. These services will need to promote an environment without unpleasant surprises, in order to improve the success of the implementation of the project. Please also note that the federal government of Canada has adopted a series of measures to ensure that sustainable development principles are incorporated into the policy of federal agencies. PWGSC's Real Estate Branch has developed a strategy to integrate the principles of sustainable development into its policies and operations. The consultant will be expected to incorporate the principles of sustainable design into the solutions he or she will propose for each project.

The service delivery schedule will be established on the date of each subsequent order.

GPO 3 Health and Safety

It is necessary that all relevant safety requirements be met during the contract period. PWGSC recognizes that any person to whom it grants access to federal government construction sites must be protected from danger or hazards that could cause injury, illness or death. PWGSC also recognizes that provincial or territorial occupational health and safety (OHS) legislation and regulations apply to provincially or territorially regulated contractors hired to perform work on Crown owned or managed land or property.

It is the responsibility of all individuals on a PWGSC project site to ensure:

- Familiarity with the Health & Safety requirements and the Site Specific Safety Plan for completing an activity in a safe manner; the Site Specific Safety Plan must be submitted for review prior to the start of work; and
- All reasonable and practical precautions, including implementation of appropriate work practices and engineering controls, have been taken to ensure that the health and safety of no individual is compromised by completion of an activity.

It is necessary to consider the impact that compliance with health & safety codes and regulations will have on an asset.

As a minimum, the following safety issues specific to work shall be respected:

- Access equipment to be best suited for investigation and type of work; certification of operation must be available on site;

- Any survey or documentation equipment that may be a health hazard to any persons either working or visiting the site during conservation work must be included within the Site Specific Safety Plan. Any certificates or statements from the manufacturers on their inherent safety must be included with this assessment along with any notification of operation on site;
- Ensure quality control and proper coordination throughout all aspects of investigations, analysis, assembly and dismantling of temporary support, scaffolding and shoring systems;
- Ensure that "recognized by industry" procedures and protocols are followed when taking samples of potentially hazardous materials (plaster, paint, mortar, etc.);
- Conformance with hazardous material abatement "recognized by industry" standards & procedures are followed; and
- Appropriate Personal Protective Equipment (PPE) shall be worn by everyone entering a PWGSC project site. Anyone entering a PWGSC project site shall wear as minimum PPE:
 - CSA approved safety glasses;
 - CSA approved safety boots; and
 - CSA approved safety hat;
 - approved procedure mask.

GPO 4 Sustainable Development

PWGSC) as the custodian agency of real estate and supplier of office space for departments, adopts the development of an Integrated Design Process (IDP) for each project and, in particular, for any construction related to major development or renovation work. The IDP approach and related procedures provide for a more cohesive and cost-effective approach to sustainable support design and operation of new and renovated buildings to meet sustainable development strategy objectives. 3DPs recognized by PWGSC are:

1. LEEDTM Canada-NC 1.0;
2. Environmental Assessment Protocol BREEAM Green Leaf and Green Globes.

In the context of services required by a subsequent order must be integrated into a real estate project where one of these IDP is used, the expert will need to be able to provide the services to meet the certification requirements.

In other context, the application of a sustainable infrastructure construction and operation approach is obviously desired, even if no environmental certification comes to formalize it.

PWGSC expects the consultant to incorporate sustainable development practices and principles into project development and to be put into practice at each phase of a project.

GPO 5 Environmental Objectives

The consultant and PWGSC must comply with relevant environmental legislation and policies. The consultant is committed to sustainable development, applying it to all operational practices, in compliance with environmental laws and regulations, using products and services that benefit the environment and using resources in a sustainable manner.

The following are key, but not limited, principles of environmentally responsible design and construction:

-
- Site: Optimize the potential of the site;
 - Energy: Minimize the use of non-renewable energy;
 - Materials: Use environmentally preferable products efficiently;
 - Water: Protect and conserve water;
 - Indoor Air Quality: Improve the quality of the indoor environment;
 - Operation and Maintenance: Optimize operation and maintenance practices throughout the life cycle of the facility.

These principles form the basis for planning, programming, budgeting, construction, commissioning, operation, maintenance and decommissioning of all new PWGSC facilities, as well as major renovations and modifications to existing buildings and facilities.

The Real Estate Directorate (RE) is linked to the non-hazardous solid waste management protocol resulting from construction, renovation and demolition work. This protocol covers the information needed to manage this type of waste. The protocol meets federal and provincial policy requirements and is consistent with the commitments and immediate objectives of the IS Sustainable Development Strategy for the management of non-hazardous solid waste generated by construction, renovation and demolition projects.

GPO 6 Balancing Code Compliance

Proposed testing and analysis must meet applicable and generally recognized industry standards, guides and guidelines. Codes, regulations, laws and decisions of "relevant authorities" must be complied with. If the regulatory provisions are overlapping, the most stringent ones will take precedence. The consultant must identify other regulatory texts and agencies that have authority over the project.

All tests and analyses must comply with the latest editions of applicable standards.

The consultant must carry out its work in accordance with applicable federal, provincial or municipal laws, regulations, codes, guides and standards. Depending on the mandate, the site's issue, the jurisdiction and the objectives of the study, the firm should refer to the following guidance documents (and updates to be published), but not limited to:

- Canada's National Building Code of 2015 or the newest approved;
- Canadian Standards Association;
- Canadian Geotechnical Society;
- Canadian Foundation Engineering Manual 2006, 4th ed. (CFEM 4th ed.) American Society for Testing and Materials (ASTM) or the newest approved;
- International Society for Rock Mechanics (ISRM).

GPO 7 Risk Management

A risk management strategy is critical for PWGSC Project Management and integrates project planning with procurement planning. All project stakeholders are an integral part of the risk management strategy, culminating in an integrated product team.

The Consultant is to contribute identifying risks at all stages of the life of the project assisting the Departmental Representative in developing and updating the Project Risk Plan. PWGSC may seek the consultant's support in developing the risk management plan.

GPO 8 PWGSC Standards and Procedures

Standards and Procedures relating to the provision of services under this Standing Offer are described in the Doing Business with PWGSC Documentation and Deliverables Manual and the Doing Business with PWGSC – Addendum – Quebec Region (See Appendix C). This guide provides the PWGSC's requirements for CAD and construction documents, information on classes of construction cost estimates and time management.

GPO 9 Project Delivery – Scope, Budget and Schedule

The Consultant must deliver services while respecting the project constraints and the approved scope, budget and schedule. The objective is to achieve:

- A cohesive functional partnership and open communication between all members of the project delivery team and stakeholders throughout all phases of the project life;
- Rigorous quality assurance review during the investigation, design and construction phases;
- Timely response to correct issues as they occur;
- Success in satisfying and exceeding the expectations and needs of PWGSC clients and stakeholders; and
- Continuity of key personnel and expertise working in a dedicated team for the project life.

GPO 10 Continuity of Operations

The Consultant will develop a strategy acceptable to PWGSC that will ensure safety and minimize disruption to building occupants and visitors. The Consultant will develop data collection and/or site testing in such a way that supports the occupants in the conduct of their business. A minimum transfer of noise, dust and odors should be the goal.

PROJECT ADMINISTRATION (PA)

PA 1 Objectifs

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

PA 2 Coordination with PWGSC

The departmental representative PWGSC assigned to a specific project:

- is the representative of the Ministry for the project;
- assumes all the responsibility of the project, including management, administration and coordination of activities defined in this document;
- acts as liaison between the Consultant, PWGSC and client departments.

A Departmental Representative is identified for each individual call-up. He is the liaison between the Consultant, PWGSC and, if applicable, to OGD's. A PWGSC Design Manager (DM) may be assigned to the project. If this is the case, the DM along with Technical Services colleagues, is to provide technical guidance and advisory services in support of the Departmental Representative.

PWGSC administers the project and exercises continuing control over the Consultant's services during all phases of development. Unless directed otherwise by the Departmental Representative, the Consultant is responsible to comply with all Federal requirements and to obtain all required approvals from "authorities having jurisdiction"

The Consultant shall:

- provide services in accordance with approved documents and guidelines provided by the Department's representative;
- following the issuance of an order addressed to him, the consultant must, conscientiously and professionally, produce all the work described in this order;
- be able to understand and translate the client department's needs into technical terms and report them in the documents to be delivered as part of the project;
- build and maintain, for the duration of each project, a team that will be able to effectively provide the services described in this document;
- complete the project within the time frame and budget entrusted to it, in accordance with the plan approved by the project manager;
- ensure that the project title, project number and file number assigned by PWGSC are included in all communications;
- participate in project progress meetings that will take place at regular intervals during the duration of this project, as prescribed at the subsequent order, chair these meetings, and prepare and distribute the minutes within the prescribed time frame;
- submit project progress reports to the Department's representative, based on the time intervals prescribed for the subsequent order;
- consider normal operations or operational needs of facilities to minimize project impact;
- coordinating the development and development of a project taking into account other work in preparation or in the works that may interact with the project;
- notify the Department's representative of any changes that may affect the scope, timing, budget or risks, or that are inconsistent with the frame of reference, instructions or prior written approvals of the subsequent order or project;

-
- the consultant must specify the scope and reasons for these changes and always obtain written approval before proceeding.

The consultant's team must be able to provide services in all disciplines of geotechnical engineering and materials quality control (civil, road construction, municipal engineering, airport engineering, marine engineering, works of art, building) and other related areas:

- civil: exterior development around buildings, national parks, vacant lots, storage sites, military base;
- road construction: roads and parking, road signs, road markings, earthmoving, bike paths, outdoor lighting;
- municipal engineering: aqueduct and sewer, storm drainage, wastewater treatment, outdoor fire protection system, drinking water treatment;
- airport engineering: taxiway, apron and runway, air zoning, visual aids to navigation;
- marine engineering: wharves, piers, breakwaters, shore protections, canals and locks, lighthouses, navigational aids, other marine structures;
- works of art: bridge, culverts, footbridges, retaining walls, canals and locks, underground tunnels and slabs, masonry works, outdoor shooting ranges, wharves, ramps, radars, telecommunications site;
- building: buildings of all types: heritage building, federal building in urban or regional areas, warehouses, multi-stage parking lots, correctional facilities and others.

PA 3 Coordination with sub-experts advice

From time to time, the consultant may have to hire advisors or specialists in specific areas of expertise in order to obtain all the technical information that is useful or necessary for the development of studies or site follow-ups or any decision-making. Costs associated with the use of a specialist's services, in a discipline other than those covered by this standing offer, will be considered disbursements and will be reimbursed in accordance with the terms of payment.

If necessary, the consultant will be able to hire a firm specializing in one of the following areas:

- Industrial hygiene;
- Contaminated soils and environmental characterization;
- Heritage conservation;
- Architecture;
- Surveying;
- Archaeology;
- Hydrology, urban hydraulics, bathymetry, agitation and wave studies and related hydraulic studies;

-
- Seismic studies and structural standards.

The consultant must:

- coordinate the work of the sub-consultants and specialists to whom it will call upon during all stages of the project and assume responsibility for all work;
- communicate clearly, accurately and continuously issues related to scope, budget, risk and timing (including changes) that affect the responsibilities of all sub-consultants and specialists for all required services;
- ensure that sub-consultants and specialists provide adequate on-site inspection services and attend all required meetings;
- review sub-consultants' proposals for scope, effort and fees, timing, completeness, relevance and integration with project requirements.

PA 4 General Project Deliverables

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, PowerPoint presentations, provide in electronic format all deliverables as per the requirements of each call-up. Hard copies may also be requested. If this is the case, the number of requested copies will be mentioned in each call-up. In all cases, all native files (.doc, .xls, .pdf, .rvt, and others) must be submitted to PWGSC at the end of each project and on request during the project.

All documents (drawings and specifications) are to be produced in accordance with PWGSC document Doing Business with PWGSC, Appendix C and, at project delivery stage, as described in each individual call-up.

The creation of an electronic document-sharing site will be the responsibility of the consultant at each subsequent order. The sharing site will have to meet the SRCL criteria for protected B content. Otherwise, protected B items will have to be shared via paper copies, the federal government's ftp site (cooper) or CD/DVD.

PA 5 Lines of Communication

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

During construction tender call, PWGSC conducts all correspondence with bidders and makes the contract award.

PA 6 Medias

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

PA 7 Meetings

The consultant must be available for initial project meeting with the departmental representative, within three (3) business days following the date on which the Consultant was advised that his firm

was chosen for the next call. The meeting will review the mandate of the project and clarify the requirements of this specific call-up.

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

Unless otherwise specified in a project's frame of reference, the average frequency of project meetings to plan for is one meeting every 2 weeks for the entire project life, for all members of the Consultant Team. However, meetings may not be scheduled every two weeks, as the meeting schedule will follow the approved project schedule.

Requests for Conference Calls will be addressed on a case by case basis and will require authorization by the Departmental Representative for the field meetings. For follow-up meetings and administrative meetings, video conferencing is acceptable.

PA 8 Project Response Time

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

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

PA 9 Review of Deliverables

The consultant who has agreed to undertake the work of the Call-up, shall submit a project proposal, to the Project Manager, within five (5) working days of the date of the initial project meeting.

Among other things, the project proposal must meet all the requirements of Section SP 5 – CALL-UP PROCEDURES, as well as clearly identify the scope of work, deliverables and timelines, a schedule of work and any other relevant requirements contained in this Standing Offer.

For each call-up, deliverables as per the Required Services (RS) will be reviewed, at a minimum, by the Departmental Representative as well as, but not limited to, the following entities:

- PWGSC Project Team and End User (note that these reviews are usually concurrent);
- Municipal Authorities. Timelines vary depending on complexity.

Timelines vary depending on the complexity of the proposed work and whether it is reviewed by staff or through a formal process.

All required reviews (as specified in the terms of reference for each specific project) are to be integrated in the approved project schedule.

The consultant is to provide ten (10) open days' notice as to when the deliverable will be submitted to the Departmental Representative.

PA 10 Material and equipment

The consultant will be required to provide all the material and equipment necessary to carry out the work and will assume responsibility for ensuring the proper operation of these equipment.

PA 11 Site Accessibility

The sites are accessible by road, boat or helicopter. The consultant will be responsible for his own transportation without PWGSC support, and will have to take care of all his travels. The choice of mode of transportation rests with the consultant, but will have to be approved by the department's representative for each subsequent order. Some sites such as the wharves may not have carrying capacity, so the use of barges will have to be considered to do the work.

PA 12 Waiting Periods

If, as part of a mandate, the trip is temporarily interrupted (for example, due to the weather), the additional disbursements could be reimbursed (under the approval of the Department Representative), but not the fees. The consultant's staff should be able to occupy free time through work related to the mandate (data compilation, drafting report, etc.).

PA 13 Authorization to Proceed

For each call-up, once a Service has been completed, the Consultant shall not proceed to the next Service until "authorization to proceed" has been granted by the Departmental Representative.

PA 14 Bilingual Documents

Under this Standing Offer, services must be provided in both official languages. Please refer to the section of the Supplemental Conditions SC intitled "Language Requirements".

PA 15 Quality of work

The Ministry expects the consultant to maintain high quality standards based on recognized principles of modern design. All aspects of a project and all disciplines involved in the project must be fully coordinated by the consultant.

The projects must be made in order to meet environmental standards, federal, provincial and municipal governments.

The quality of materials and construction methods must be appropriate to the type of work and budget identified. We must avoid using experimental materials and take account of the life cycle of facilities.

Projects must be maintained at the lowest maintenance and operating costs. One must account for these costs at the level of studies and preliminary projects every time a choice is presented both in the selection of materials for the choice of working methods.

The proposed development must meet the standards, guides and guidelines and generally accepted in the industry. It must comply with codes, regulations, laws and decisions of "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.

PA 16 Major Elements of cost

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 model of cost analysis component of the Canadian Institute of economists under construction.

We shall provide a summary estimates and supporting documents indicating the complete work, quantities, unit prices and amounts.

PA 17 Major Elements of time

Although the quality and respect of the budget remain important, the performance of work within the time limits set represents a very important element of a project. At each stage in the progress of a project, the consultant should make every effort possible and reasonable to get to meet deadlines set by the project schedule.

PA 18 Risk Management

The consultant will assist the departmental representative in the detection of risks throughout the project life cycle. Please consult the document entitled "Doing Business with PWGSC" presented at Appendix C to read the definitions and the checklist for risk management.

The risk management process includes, among others, the following:

- identify risks from experience and using the checklist proposed or other lists available;
- quality and quantify the probability of risk (low, low-medium, medium, medium-high or high) and their impact (low, low-medium, medium, medium-high or high);
- develop intervention measures to prevent, mitigate and control the risks (ie, evaluating the different alternatives for reducing risks. This is the real added value of risk management);
- implement risk reduction measures.

A risk management strategy (including the calendar risks) is essential to the management of PWGSC. Such a strategy combines project planning and procurement planning. All interest groups will be taken into account in the risk management strategy draft. These groups will form a team of integrated production.

REQUIRED SERVICES (RS)

RS 1 SERVICES DRAFT

1. The objectives of this stage include:
 1. prepare feasibility studies and analysis of options;
 2. to collect data;
 3. produce reports on the state of the works;

RS 1.1 Feasibility studies and options analysis

1.1.1 Objectives

1. The objectives are to:
 - i. study and analyze the building materials and building components, capacity, site conditions including soil conditions, regulations, etc..;
 - ii. analyze the economic, regulatory, environmental and sustainable as well as technical issues;
 - iii. give an overview of research and subsequent analysis may be required to determine the feasibility of a project;
 - iv. develop options with cost estimates, and
 - v. make recommendations.

1.1.2 Scope and activities

1. Unless otherwise specified in the call-up, the scope and activities of the feasibility study and analysis of options will be to:
 - i. Visit the site and investigate and analyze the factors that may affect the feasibility of the project;
 - ii. Review needs with respect to facilities or structures involved, in particular in terms of existing and new technologies.
 - iii. Review all existing materials and are available relating to the types of structures in place or planned.
 - iv. Study and analyze all the codes, laws and other standards,
 - v. Evaluate existing facilities in relation to the enforcement of codes and standards;
 - vi. Identify all the competent authorities in the project and verify all their demands;
 - vii. Prepare recommendations on the feasibility of the project.

- viii. The development of at least two options, with cost estimates of the type D ("Order of magnitude"), suitable to the work and the problem at hand.
- ix. For each option, identify the advantages and disadvantages with emphasis on the manner and extent to which each option can solve every problem and why it should recommend a particular option.

1.1.3 Deliverables

- 1. Complete summary of existing conditions and analysis of the feasibility and options, including:
 - i. a report on existing structures, including their condition, their shortcomings and their life expectancy;
 - ii. a report on all codes, regulations, standards and administrations;
 - iii. a report on the recommendations and analysis of options, including an analysis of overall costs;
 - iv. the description of the problem, conflict or other information received and identify options to be confirmed by the Departmental representative;
 - v. a report on the costs of the type D (estimate) for each option.

RS 1.2 Strategy and implementation schedule

1.2.1 Objectives

- 1. The objective is to specify an implementation strategy to achieve the goals of the project.

1.2.2 Portée et activités

- 1. The Consultant will, among others:
 - i. prepare an implementation strategy describing detailed in a report all the activities, milestones and deliverables to achieve the project, including deadlines for submissions, reviews and approvals;
 - ii. prepare a project timetable showing in graphical form, for example using the critical path (MCC) and the examination technique evaluation (PERT) all activities, milestones, deadlines critics, elements with a long delivery time and the stage of maturity required to efficiently produce documents relating to the project, including the time for presentations, examinations and approvals;
 - iii. strategy and preliminary schedule for implementation described below will include:
 - a) staggered phases;
 - b) coordination of activities with other work or with the normal operations of the site;
 - iv. inform the Departmental representative any changes in the scope of work and could affect the timetable or inconsistent with the instructions or written approvals already

issued. The Consultant should specify the extent of and reasons for change and obtain written approval before they are made.

- v. submit the strategy and implementation schedule for review. Revise where necessary. The resubmit for final approval. The schedule originally approved schedule will be "basic" for monitoring the progress of the project;
- vi. throughout the project, monitor the critical path and deadlines for submissions, revisions and approvals. Submit weekly progress reports indicating the documents produced, skids and upcoming events.

1.2.3 Deliverables

- 1. Strategy implementation;
- 2. Chronological (calendar) of services and implementation preliminary plan.

RS 1.3 Report on the works or installations

1.3.1 Objectives

- 1. The objective is to assess the status of works or facilities to determine the management strategy most relevant to the conservation, maintenance and (or) rehabilitation (or) the replacement of equipment to meet current and future needs of customers.

1.3.2 Scope and activities

- 1. Project Initiation
 - i. A launch meeting will take place at the time and place to be specified by the departmental representative.
 - ii. It is expected that all parties become aware of the requirements of the project in anticipation of this meeting.
 - iii. The departmental representative will convene the meeting to launch the project. At this meeting, we will present all parties to be involved in the project and will host a panel discussion on the requirements of the project and will ensure that all fully understand the requirements for achieving this project.
 - iv. To help define the procedures and requirements, the consultant must list the details and additional information prior to the meeting.
 - v. We will review the proposed project schedule for the audit to ensure that all steps are achievable.
 - vi. We will examine the list of drawings, reports, studies and other records and to publicize the case in which one must make copies.
- 2. Phase of research
 - i. This phase focuses on reviewing the literature prior to the inspection of the works to confirm the range of information available and to identify missing elements or

reasons for concern that it will devote particular attention in the next phase or as statements of existing conditions.

- ii. The consultant will ensure different activities, including:
 - a. examination of documents and evaluation reports on the existing structures;
 - b. review of codes and standards current localities, provinces and the whole country and the analysis of compliance with codes;
 - c. review of original drawings and the finished work;
 - d. interviews with maintenance personnel and operations to ascertain the issues that deserve consideration;
- iii. Some information may be provided with the briefing prepared by the departmental representative. For other cases, we must do research to gather the documentation for the definition and development of the project.

3. Phase transcripts of existing conditions

- i. The team of the consultant will conduct a detailed review of the current works:

1.3.3 Deliverables

- 1. Submit a report including an analysis of data relating to the state, the rest of life, compliance with codes, description of conditions and their impact on the functionality works.
- 2. Attach to the report document experts, surveys or other analysis results support the recommendation.
- 3. Accompany the report with photographic records.

RS 2 CONCEPTUAL STUDY

RS 2.1 Objectives

- 1. Conduct engineering studies to support the design or oversight of a project.

RS 2.2 Scope and activities

2.2.1 General

- 1. Ask the departmental representative to approve in writing the options of the conceptual study, based on analysis of project requirements.
- 2. Prepare a preliminary report on the project description, showing the different elements and different systems.
- 3. Minimize materials and hazardous or toxic products used.
- 4. Recommend an option to develop, with all the information and technical justification.

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5. Produce a cost C estimate for the various options.
 6. Produce a timetable for implementation, including procurement strategies and construction.
 7. Write a final report for comment;
 8. Prepare a final report including comments from the departmental representative.

2.2.2 Supplementary studies

The main studies and analyses can be requested are as follows;

1. Verticality study;
2. Seismic analysis;
3. Hygrothermal and thermographic study including the installation and monitoring of various probes (temperature, humidity and others);
4. Geotechnical study;
5. Hydrogeological study;
6. Seismic evaluation and analysis of buildings;
7. Georadar;
8. Acoustic, noise and vibration studies;
9. Surveying;
10. roof and envelope waterproofing and other tests on roofs, openings and building envelopes;
11. Various exploratory borings in existing buildings;
12. In-situ shear tests;
13. Special dynamic analysis beyond code requirements, such as soil or foundation response;
14. Numerical analysis of stress and strain (2-D and 3-D) in foundations;
15. Blasting tests;
16. Site selection;
17. Slope stability;
18. Monitoring requirements;
19. Other studies.

2.2.3 Cost estimate

1. Prepare cost estimates of the "type C" in accordance with Uniformat guidelines;
2. Quantify the costs of design and construction, contingencies and risks;
3. Prepare and study the alternatives for the calculation of costs, to help to establish the design method and (or) the most economical construction;
4. Consider life cycle costs and reporting;
5. Describe all unit prices, as well as analysis and evaluation.

2.2.4 Chronological plan (calendar)

1. Prepare the schedule of the project for each option;
2. Identify potential risks to be included in the schedule;
3. Give advice on different approaches to procurement and construction to produce efficiency gains as far as possible.

RS 2.3 Deliverables

1. Additional studies including;
 - a. Description of approach and results of surveys, studies, inspections;
 - b. measurements, and evaluations;
 - c. Results of all data analysis and compliance audits;
 - d. Recommendations to provide information for the design of the work to be performed;
 - e. Options and recommendation of the preferred solution;
 - f. Conceptual design drawings including details;
 - g. General and specific location drawings for each test, survey, or feature placed;
 - h. Test reports;
 - i. Type C cost estimates, including estimation methodology, adopted assumptions, costing alternatives, and life cycle costs;
 - j. Schedule slippage report and recommendation for corrective action or schedule update.

ADDITIONAL SERVICES (AS)

AS 1 INSPECTION SERVICES ON THE SITE

AS 1.1 Objectives

1. An ongoing inspection of the site are designed to ensure the presence of representative consultant on site to do the inspections and tests and to inspect and monitor the work included in his mandate during the construction of facilities and liaise with the contractor, Public Works and Government Services Canada and other agencies, insofar as it applies in the context of the work.

AS 1.2 Scope and activities

1. The representative of the Consultant is required on site to provide inspection services on site for all aspects of the project included in his mandate and must keep daily records of all inspections and testing done. The representative of the site ensures that site visits are coordinated with the contractor and the consultant's site representative responsible for construction surveillance.
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. He also has to know all the municipal, provincial and federal standards relating to health and safety of construction workers.

1.2.1 Fonctions et responsabilités

1. The representative will provide site inspection services, testing, coordination and monitoring on-site partial time for construction work and report to the Consultant.
2. Representative of the site must maintain daily records of his inspection and testing under his responsibility and ensure the constant communication among the Quality Control Consultant, the Department Representative, the consultant responsible for construction surveillance and the Contractor.
3. In an emergency, the site representative has the authority to recommend to the consultant's site representative responsible for construction surveillance to stop work or give orders to ensure the safety of workers or to protect the property of the state.

1.2.2 Inspection and Reporting

1. The site representative shall do all the inspection and testing in his mandate for all phases of work in progress, to bring to the attention of the contractor, after verification with the consultant and the representative of the Directorate of Construction, any difference between the work, contract documents and construction procedures accepted. He has to keep a daily log of such inspections and forward once a week, a written report to the Consultant and the departmental representative, for distribution in accordance with the format indicated.
 - i. Daily record data site (number of workers, work performed, conditions of temperature, wind and precipitation).
 - ii. Daily, respond and act immediately to relevant questions during the work.

- iii. Daily, and in collaboration with the superintendent of the Contractor, note the differences of implementation with construction documents.
2. The site representative has to produce any reports or studies required by the departmental representative through the consultant.

1.2.3 Interpretation of contract documents

1. The interpretation of contract documents is the responsibility of the consultant. The latter can ask the site representative to provide information on working conditions and to provide daily direction to the contractor.
2. The representative of the site has a duty to help the consultant and inform of any problems that may delay the work. The method used to transmit this information will be decided by the consultant.

1.2.4 Changes in the work

1. The representative of the site shall not authorize or order changes in the work, which will change the design of construction or the contract value.
2. The consultant may ask the site representative to assist in assessing changes in the work when it is necessary to appeal to someone who knows the working conditions.

1.2.5 Communication and liaison

1. The representative of the site must:
 - i. Communicate, with contractors, instructions on labor standards to be met.
 - ii. Identify faults or work which does not conform to drawings and specifications, discuss their findings with the consultant's site representative responsible for construction surveillance and get instructions from him. Although informal discussions with the supervisors of secondary professions are generally permitted (but only with the consent of the contractor), representative of the site should not deal directly with the supervisors or professionals or influence of any how the work progresses.
 - iii. Officially communicate with the contractor, through service notes only. When issuing such documents, he has to immediately send copies to PWGSC and the consultant.
 - iv. Be in touch immediately with the consultant is apparent when it requires him to get information or when intervention is required on his part: general instructions, clarifications, approval of a sample design workshop requests, authorization changes, site management, details, drawings, etc.;
 - v. Review and evaluate all suggestions made by the contractor or it's wishes to make changes to documents and report them immediately to the consultant, together with comments.
 - vi. Ensure that PWGSC and the Consultant are informed promptly when key elements and / or hardware components and equipment are delivered, so that

both parties can make arrangements for inspection by appropriate personnel prior to installation.

1.2.6 Daily Register

1. The site representative has to keep a daily log in which he shall record the following information:
 - i. atmospheric conditions, particularly those that are unusual in the context of construction in progress;
 - ii. daily activities;
 - iii. inspection and testing, testing, results, etc.;
 - iv. unusual conditions on site;
 - v. significant incidents, comments, etc.;
 - vi. permissions granted to the contractor to perform certain work or hazardous work;
 - vii. reports and instructions for measures adopted by the competent authorities.

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

1.2.7 Weekly Feature

1. The site representative has to make weekly reports to the consultant, with the required format:
 - i. progress of work in relation to the timetable;
 - ii. principal activities commenced or completed during the week, major activities;
 - iii. estimates of the cost of work completed and materials delivered (cost and contracts);
 - iv. inspections and testing results resumed;
 - v. workers on site;
 - vi. weather;
 - vii. observations.

1.2.8 Records on site

1. He has to keep records and methodical days on site to PWGSC, the consultant and himself, containing the following documents:
 - i. contract documents of the contractor and construction documents;
 - ii. approved shop drawings;

-
- iii. Samples approved;
 - iv. samples;
 - v. site guidelines;
 - vi. Notice of proposed amendment;
 - vii. permission to change;
 - viii. service notes;
 - ix. reports on the tests and defects;
 - x. correspondence and minutes of meetings;
 - xi. names, addresses and phone numbers of PWGSC representatives, consultant and all contractors and key part of the trades involved in the performance of the contract, including cell phone numbers for an emergency.
2. In addition, he has to maintain a schedule of progress to date.
 3. 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, permissions modification, site management, details, final terms, and so on, issued after the contract award.

1.2.9 Site meetings

1. The site representative must participate in all site meetings. The principal Architect will lead the site meetings.

1.2.10 Inspection and Testing

1. The consultant should be notified if the test results do not meet the specified requirements.

1.2.11 Emergencies

1. 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.

1.2.12 Restrictions

1. It is prohibited to the representative of the consultant:
 - i. allowing derogations from the contract documents;
 - ii. approve shop drawings or samples;
 - iii. advise the client user about any issue without first obtaining instructions from the consultant;

-
- iv. approve the work done or any part of the building;
 - v. encroaching on the sphere of responsibilities of the contractor;
 - vi. to interrupt the work, unless it is satisfied that there is an emergency, as described above.

AS 1.3 Deliverables

- 1. Register daily site
- 2. Weekly Feature
- 3. End of project report.

PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Offers

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

1.3 Calculation of Total Score

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

Technical Rating	X	70%	=	Technical Score (Points)
Price Rating	X	30%	=	Price Score (Points)
<hr/>				<hr/>
Total Score				Max. 100 Points

SRE 2 OFFER REQUIREMENTS

2.1 Offer via Epost Connect service

This solicitation requires offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offer electronically.

The Offeror must submit its offer electronically through epost Connect service, Canada requests that the Offeror submits its offer in accordance with section [GI10, Submission of offer, of the General Instructions](#). The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per separate electronic document (attachment) as follows:

Section I: Technical Offer;

Section II: Price Offer.

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

2.2 Requirement for Offer Format

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

1. Paper format (or page) size should be - 216mm x 279mm (8.5" x 11")
2. Minimum font size - 11 point Times or equal
3. Minimum margins - 12 mm left, right, top, and bottom
4. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper

5. 279mm x 432mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
6. The order of the offers should follow the order of the Request for Standing Offer SRE 3 section.

2.3 Specific Requirements for Offer Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the offer, provided they are free of all other text and/or graphics
- Table of Contents
- Price Offer Form (Appendix A)
- Team Identification (Appendix B)
- Declaration/Certifications Form (Appendix E)
- Declaration/Certification "Set-Aside PSAB (Appendix F)
- Integrity Provisions –Required Documentation
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Offerors must complete, sign and submit the following:

- Appendix E, Declaration / Certifications Form as required.

3.1.2 Licensing, Certification or Authorization

The Offeror shall be authorized to provide engineering services and must include engineers licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Quebec.

You must indicate current license or how you intend to meet the provincial licensing 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 Offeror must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Offerors (GI), Integrity Provisions – Offer, **section 3a**.

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

1) What we are looking for:

- 1.1 A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.

2) What the Offeror should provide:

- 2.1 scope of services - detailed list of services;
- 2.2 broader goals (federal image, sustainable development, sensitivities);
- 2.3 project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general).
- 2.4 The following certifications
 - 2.4.1 Canadian Council of Independent Laboratories (CCIL) – Class A to E for tests on asphalt and aggregates;
 - 2.4.2 Canadian Council of Independent Laboratories (CCIL) – Categories 0, I et II (CSA A283) for basic concrete tests and advanced and additional tests on concrete, aggregates and injection cements;
 - 2.4.3 Canadian Welding Bureau (CWB) – Certification CSA W178.1 – Certified Welding Inspection Organization;
 - 2.4.4 Canadian General Standards Board (CGSB) - Certification 48.9712 - Non-destructive Testing of Metallic Components;

2.4.5 Association des maîtres couvreurs du Québec (AMCQ) - Accredited firm for the supervision of roofing work.

3.2.2 Team Approach / Management of Services

1) What we are looking for:

1.1 How the team will be organized in its approach and methodology in the delivery of the Services.

2) What the Offeror should provide:

2.1 A description of:

- a) the duties and responsibilities of key employees who will make up the proposed team,
- b) the names of available backup employees, and descriptions of their skills, abilities and experience;
- c) the reporting structure and management of the proposed team;
- d) procedures followed to determine quantities of resources required for individual call-ups to standing offers and to assign tasks to team members;
- e) quality control and coordination techniques between all required disciplines;
- f) how the consultant will ensure compliance with various deadlines;
- g) dispute resolution methods.

3.2.3 Past Experience

1. What we are looking for:

- 1.1 Demonstration that over at least the past five (5) years, the Offeror has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS and AS) section. The Offeror's participation in these projects should have involved the scope of services listed in the Required Services (RS and AS) section.
- 1.2 The selected projects should illustrate the firm's ability to carry out a broad range of projects, including small-scale studies as well as major studies and quality control in small or large rehabilitation, renovation, heritage conservation, seismic evaluation of buildings and new construction projects. Projects with special characteristics, e.g. site isolation, difficult site conditions, tight deadlines, should be reported.

2. What the Offeror should provide:

- 2.1 A brief description of three (3) projects completed over the last ten (10) years by the Offeror. From among the submitted projects, select at least one (1) project in each of the following areas of specialization:
 - a) Geotechnical studies;

b) Quality control of the construction site.

- 2.2 for the above projects, clearly indicate how this project is comparable/relevant to this RFP Standing Offer;
 - 2.3 For the above projects, indicate the intent and a brief description of the project; the narrative sections should include a discussion of the approach and philosophy used to meet the spirit of the project and satisfy the project challenges and resolutions;
 - 2.4 for the above projects, indicate budget control and management - i.e. contract price - explain variances;
 - 2.5 for the above projects, indicate the control and management of the project schedules - i.e. original schedule and revised schedule - explain differences;
 - 2.6 for the above projects, indicate the names of the senior and project staff members who were part of the project team, as well as their different responsibilities, scope of work and budget. by sector of activity;
 - 2.7 indicate the dates on which the services were provided for the projects listed;
 - 2.8 indicate the scope of services rendered and objectives, constraints and documents to be produced as part of the projects;
 - 2.9 indicate customers whose names are given by reference: names, addresses, and telephone and fax numbers of those responsible for contacting clients at the enforcement level. Reference checks could be carried out if necessary.
3. In-house personnel means personnel within the Offeror's organization (see definition of Offeror in General Instructions GI 1). Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.
4. Please indicate the projects that have been completed as part of a joint venture and the responsibilities of each of the joint entities in each project.

3.2.4 Skills and experience of staff assigned to the project

1. What we are looking for:

- 1.1 A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section and to handle the types of projects listed in the General Project Objectives (GPO) section.

2. What the Offeror should provide:

- 2.1 Submit a maximum of five (5) resumés for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers. Team members are understood to mean the following:
 - a) Contract Administrator (Principal engineer);
 - b) Senior engineer;

- c) Intermediate engineer;
- d) Junior engineer;
- e) Senior field technician.

2.2 Each resumé must clearly indicate the number of years of experience of the project personnel in providing the services specified in the Required Services (RS and AS) section and in dealing with the types of projects listed in section «Project Administration (PA) 3 Coordination with sub-experts advice »;

- i. indicate the number of years of experience of the staff and the number of years of service to the company;
 - a) Principal: more than fifteen (15) years of experience;
 - b) Senior: between ten (10) and fifteen (15) years of experience;
 - c) Intermediate: between five (5) and ten (10) years of experience;
 - d) Junior: less than five (5) years of experience.
- ii. specify professional certification;
- iii. specify the certifications of the following personnel:
 - a) engineers (minimum of 1 proposed resource): "National Association of Corrosion Engineers (NACE)" certification;
 - b) senior field technician: American Concrete Institute (ACI) - certified field cement concrete testing technician;
- iv. record achievements;
- v. the degree to which these individuals are available to provide services under this Standing Offer.

3. If a team member has skills, abilities and experience in more than one discipline, the Offeror must clearly state that this is the case. The resumé will then be assessed twice, i.e., for each discipline identified.

3.2.5 Hypothetical Projects

1. What we are looking for:

- 1.1 Describe the approach and methodology that you would employ to deliver the project in a general written response only.
- 1.2 The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

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

-
- 2.1 description of the approach and methodology that you would employ to complete the mandate;
 - 2.2 summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
 - 2.3 appropriateness of assigned resources;
 - 2.4 level of effort;
 - 2.5 project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
 - 2.6 problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems);
3. *The Facts:*
- 3.1 When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Offeror sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.
 - 3.2 If these can be helpful in focusing the Offeror's answers on key elements, reasonable hypotheses may be put forward to round out the information provided in the scenarios. A rationale and clear evidence must be provided for any hypothesis. Hypotheses should not be used to avoid problems.

PROJECT 1

PWGSC, on behalf of a client department, is planning major wharf rehabilitation work on a federal historic site (National Historic Sites of Canada). The project is located in a tourist area.

In 2018, following the receipt of funding for the pier rehabilitation, the client department was able to mandate PWGSC to manage the planning and execution of the pier rehabilitation project including the various contracting processes required to complete the project.

In the fall of 2018, the firm responsible for the design and supervision was mandated to carry out the conceptual studies, the design of the plans and specifications as well as the supervision of the work. The call for tenders for the work was carried out in the spring of 2021 and the general construction contractor will be selected shortly via a public call for tenders in order to begin construction work as early as October 1, 2021 according to the established phasing schedule of the work. The end of the work and the reopening of the pier are planned for the beginning of summer 2023.

For information, the final rehabilitation concept retained consists of the demolition of the existing dock to a height of ± 1.4 meters, the installation of a sheet pile curtain surrounding the existing dock, the construction of a concrete facing and cap on the exposed portion of the sheet piles, the backfilling of the dock with granular materials and finally the installation of a reinforced concrete slab on grade.

Services Required:

The purpose of this mandate is to carry out all professional services related to the qualitative control of materials (geotechnical engineering and materials engineering) and to the follow-up of the management of contaminated soils (environmental characterization of materials) within the framework of the work required for the complete rehabilitation of the pier. The Laboratory to be mandated will assist the main firm responsible for the supervision of the work.

The mandate shall include the following additional services:

- AS 1 Site Inspection Services

PROJECT 2

PWGSC, on behalf of a client department, wishes to obtain the services of a consulting firm to conduct a geotechnical soil investigation in preparation for the construction of a new hangar and the expansion of an existing kennel in Quebec City.

The client department wishes to expand its kennel and build a new training shed to meet future training needs. All the work is located within the fenced and secured area of the federal property. The entire description of the work is taken from the architectural and kennel expansion plans suggested by PWGSC. All construction details are not yet known at the time of writing this RFP.

For the kennel, the improvements consist of:

- Addition of 12 indoor and 12 outdoor pens;
- A new technician's office with 5 work stations;
- A new janitor's room;
- Two fenced outdoor dog areas totaling 20 square meters;
- A new paved access from the main road.

For the hangar, amenities within the new building include:

- Office areas;

- Storage areas for various stimulants (drugs, firearms, currency, ammunition);
- Dog training areas;
- Garage for simulation vehicles.

The heated, one-story hangar is planned to measure 45 meters x 30 meters (size to be confirmed) on a slab floor capable of supporting small vehicle loads.

Services Required:

The purpose of the geotechnical component is to obtain all the information required to define the design parameters for the project, as well as for construction (bearing capacity, frost protection, liquefaction potential, etc.). This component shall provide recommendations for building construction on (but not limited to) the following: site preparation, slab and foundation design options, bearing capacity to support the foundation, drainage, excavations, backfill and reuse of excavated soil.

Recommendations should also be provided for the pavement structure of any areas dedicated to vehicle traffic outside the buildings. Some of the areas to be considered include: the area to be paved in front of the kennel expansion and the shed driveway.

The mandate shall also include the following required services:

- RS 1 Preliminary Design Services
- RS 2 Conceptual Design

3.3 EVALUATION AND RATING

Offers that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1,0	0 - 10	0 - 10
Team Approach / Management of Services	1,5	0 - 10	0 - 15
Past Experience			
• Geotechnical studies	1,5	0 - 10	0 - 15
• Quality control on site	1,5	0 - 10	0 - 15
Project Personnel Expertise and Experience	3,0	0 - 10	0 - 30
Hypothetical Projects	1,5	0 - 10	0 - 15
Total	10,0		0 - 100

Generic Evaluation Table

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

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

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

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

SRE 4 PRICE OF SERVICES

All price offers corresponding to responsive offers which have achieved the pass mark of sixty (60) points will be considered upon completion of the technical evaluation. When there are three or more responsive offers, an average price is determined by adding all the price offers together and dividing the total by the number of price offers being opened. This calculation will not be conducted when one or two responsive offers are received.

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

The remaining price offers are rated as follows:

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

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

SRE 5 TOTAL SCORE

5.1 For procurements of Zones 1a, 1b et 1c for the Quebec region except for the area covered by the Comprehensive Land Claims Agreements (CLCA) – James Bay and Northern Quebec Agreement (JBNQA), as defined in TBS Contracting Policy Notice 1997-8;

5.1.1 To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory criteria; and
- c) Obtain the required minimum of sixty (60) points overall for the technical evaluation criteria which are subject to point rating. (The rating is performed on a scale of 100 points).

5.1.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.

5.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The Total Score will be established in accordance with the scale below. The ratio will be 70% for the technical merit and 30% for the price.

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	70	0 - 70
Price Rating	0 - 100	30	0 - 30
Total Score		100	0 - 100

-
- 5.1.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained will be divided by the total number of points that can be awarded; then multiplied by the ratio of 70%.
- 5.1.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 5.1.6** All price offers which are greater than 25 percent above the average price will cause their respective complete offers to be set aside and receive no further consideration.
- 5.1.7** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 5.1.8** The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offerors submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected.
- 5.1.9** Canada reserves the right to issue up to four (4) Standing Offers, for the Quebec Region, defined by zones 1a, 1b and 1c with the exception of the James Bay and Northern Quebec Agreement (JBNQA) CLCA area as defined in TBS Contracting Policy Notice 1997-8;
- 5.2 For procurements of Zone 2** for the Inuit zone covered by CLCA – James Bay and Northern Quebec Agreement (JBNQA), as defined in the TBS Contracting Policy Notice 1997-8 covering, but not limited to, the location of Kuujuaq (Quebec).
- For procurements **Zone 3** for the Cree territory covered by the CLCA – James Bay and Northern Quebec Agreement (JBNQA), as defined in the TBS Contracting Policy Notice 1997-8 covering, but not limited to, the locations of Eastmain, Wemindgi and Waskaganish (Quebec).
- 5.2.1** Offerors wishing to qualify for the set-asides must clearly indicate this in their documentation and submit a separate technical and financial offer.
- 5.2.2** The evaluation process will be based on the same criteria as for the unreserved contract in Zone 1 with a separate ranking for each of the reserved contracts.
- 5.2.3** For each of the set-asides, the Offeror meeting the requirements of the Aboriginal firms (Appendix F) with the highest offer score will be recommended for award of a Standing Offer.
- 5.2.4** Canada reserves the right to issue no more than:
- 5.2.4.1** One (1) Standing Offer for the Inuit zone (zone 2); and
- 5.2.4.2** One (1) Standing Offer for the Cree territory (zone 3).

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ 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, see Sample Presentation Template in Appendix A
- ☐ Team identification - see model presented in Appendix B
- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix E
- ☐ Declaration / Certifications Form - Set-asides for *Comprehensive Land Claim Agreement (CLCA)* beneficiaries - completed and signed form provided in Appendix F
- ☐ 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 Offerors (GI), Integrity Provisions – Offer, **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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Offerors (GI), Integrity Provisions – Offer, **section 3b**.
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

Solicitation No. - N° de l'invitation
EE520-211659/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX A

Price Proposal Form

APPENDIX A – Price Offer Form

Instructions

1. Complete price Offer form and submit it in a separate section, with the Offeror's name, Solicitation Number, and the words "Price Offer Form" for each zone (1a, 1b, 1c, 2 and 3):
 - **Zone 1a:** Western Quebec: the following administrative regions of Quebec: Central Quebec, Eastern Townships, Lanaudière, Laurentides, Laval, Montérégie, Montreal, Outaouais (excluding the federal National Capital region)
 - **Zone 1b:** Eastern Quebec: the following administrative regions of Quebec: Bas St-Laurent, Capitale-Nationale, Chaudière-Appalaches, Mauricie, Saguenay-Lac-Saint-Jean
 - **Zone 1c:** other administrative regions except zones 2 and 3.
 - **Zone 2:** set-aside for the Inuit Zone covered by the CLCA – James Bay and Northern Quebec Agreement (JBNQA), as defined in TBS Contracting Policy Notice 1997-8 covering, but not limited to, the location of Kuujuaq, Quebec.
 - **Zone 3:** set-aside for the Cree territory covered by the CLCA - James Bay and Northern Québec Agreement (JBNQA), as defined in TBS Contracting Policy Notice 1997-8 covering, without limitation, the Eastmain, Wemindgi and Waskaganish (Quebec) locations.
2. The Offeror submitting an offer for Zone 1 must submit prices for each of Zones 1a, 1b and 1c. Failure to submit a price for any of these zones will result in the bid being rejected for Zone 1.
3. Price Offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
4. Offerors are not to alter or add information to the form.
5. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. For the different engineer rates asked, 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 Offer non-responsive.
6. The hourly rates identified will be for the duration of the Standing Offer. In exceptional cases where a contract amendment was to be awarded after the end of Year 5 (Column D), the CPI rate would be applied to the personnel and testing rates in Column D for the amendment in question.
7. Companies should note that they must calculate travel and other expenses in the **Senior Field Technician's hourly rates** in relation to the provision of services for any location in the area.

Firms should note that they must calculate, in the hourly rates, travel and other expenses related to the provision of services **for other resources** within a radius of:

-
- *50 km from the office of the firm - office closest to the site when the consultant does business from more than one address
 - *50 km from Place Bonaventure, Montreal; and
 - *50 km from 1550 d'Estimauville Avenue, Quebec

For these other resources, for services to be provided outside this range, travel expenses (with the prior approval of the Departmental Representative) will be reimbursed in accordance with the National Joint Council Travel Directive.

**50 km along the most direct road.*

8. Columns B, C and D should show the fixed hourly rates or ratio rate for each category of staff or tests and multiply them by the weighting factor in column A (for evaluation purposes only). The subtotals of the AxB and AxC columns are then multiplied by the weighting factors identified for each period and the summed results for evaluation purposes.

APPENDIX A – Price Offer Form (suite) – Zone 1a (West of Quebec)

Name of Offeror : _____
Address : _____

	A	B	C	D			
Category of Personnel / tests	Weigh Factor	Fixed Hourly Rates (all inclusive) 3 years	Fixed Hourly Rates (all inclusive) Option 1 (Year 4)	Fixed Hourly Rates (all inclusive) Option 2 (Year 5)	A x B ①	A x C ②	A x D ③
Services rendered by office, laboratory and field staff							
Principal (reserved for the engineer who performs tasks involving a high degree of responsibility) ¹	0,10	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Engineer	0,20	\$/h	\$/h	\$/h	\$	\$	\$
Intermediate ³ Engineer	0,15	\$/h	\$/h	\$/h	\$	\$	\$
Junior ⁴ Engineer	0,05	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Field ⁵ technician (Daily rate of 10h on the field)	0,15	\$/10h	\$/10h	\$/10h	\$	\$	\$
Senior ² Field ⁵ technician (Half-Daily rate of 5h on the field)	0,15	\$/5h	\$/5h	\$/5h	\$	\$	\$
-----	-----	Rate (all inclusive) 3 years	Rate (all inclusive) Option 1 (Year 4)	Rate (all inclusive) Option 2 (Year 5)	-----	-----	-----
Essais							
Ratio of the prices given by the «Association des firmes de génie-conseil du Québec» (AFG) at the «Guide de rémunération» (section 3.0 «Ingénierie des sols et matériaux») up to date ⁶	0,20	%	%	%	\$	\$	\$
Sub-totals (1)					\$	\$	\$
Multiplied by					60%	20%	20%
Sub-totals (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 1a (Summation of Sub-totals (2) = ①+②+③)						\$	

* Refer to Standing Offer Particulars SP3 Period of the Standing Offer.
1. 15 years or more of experience 2. From 10 to 15 years of experience 3. From 5 to 10 years of experience 4. Less than 5 years of experience
5. Field technician rate includes: travel time in addition to the hours identified on site, travel and other expenses and tools required for all types of field tests (for example: compaction, concrete, aggregates, roofing, building cladding, welding, paving and other tests in civil engineering, building, dam, airport, marine or other).
6. Here is the link to get the updated guide : <https://afg.quebec/genie-conseil/meilleures-pratiques/guide-de-remuneration>. If the nominator indicates "80%", the number 80 and not 0.8 will be used to calculate the subtotal. Strictly for reasons of evaluating the quote, in this example the "80" will be used as \$80. Following the award, the 80% in the example will be applied to all rates in the updated guide (section 3.0) that will be required for Call-ups.

Solicitation No. - N° de l'invitation
EE520-211659/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX A – Price Offer Form (suite) – Zone 1b (East of Quebec)

Name of Offeror : _____
Address : _____

	A	B	C	D			
Category of Personnel / tests	Weigh Factor	Fixed Hourly Rates (all inclusive) 3 years	Fixed Hourly Rates (all inclusive) Option 1 (Year 4)	Fixed Hourly Rates (all inclusive) Option 2 (Year 5)	A x B ①	A x C ②	A x D ③
Services rendered by office, laboratory and field staff							
Principal (reserved for the engineer who performs tasks involving a high degree of responsibility) ¹	0,10	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Engineer	0,20	\$/h	\$/h	\$/h	\$	\$	\$
Intermediate ³ Engineer	0,15	\$/h	\$/h	\$/h	\$	\$	\$
Junior ⁴ Engineer	0,05	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Field ⁵ technician (Daily rate of 10h on the field)	0,15	\$/10h	\$/10h	\$/10h	\$	\$	\$
Senior ² Field ⁵ technician (Half-Daily rate of 5h on the field)	0,15	\$/5h	\$/5h	\$/5h	\$	\$	\$
-----	-----	Rate (all inclusive) 3 years	Rate (all inclusive) Option 1 (Year 4)	Rate (all inclusive) Option 2 (Year 5)	-----	-----	-----
Essais							
Ratio of the prices given by the «Association des firmes de génie-conseil du Québec» (AFG) at the «Guide de rémunération» (section 3.0 «Ingénierie des sols et matériaux») up to date ⁶	0,20	%	%	%	\$	\$	\$
Sub-totals (1)					\$	\$	\$
Multiplied by					60%	20%	20%
Sub-totals (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 1b (Summation of Sub-totals (2) = ①+②+③)					\$		

* Refer to Standing Offer Particulars SP3 Period of the Standing Offer.
1. 15 years or more of experience 2. From 10 to 15 years of experience 3. From 5 to 10 years of experience 4. Less than 5 years of experience
5. Field technician rate includes: travel time in addition to the hours identified on site, travel and other expenses and tools required for all types of field tests (for example: compaction, concrete, aggregates, roofing, building cladding, welding, paving and other tests in civil engineering, building, dam, airport, marine or other).
6. Here is the link to get the updated guide : <https://afg.quebec/genie-conseil/meilleures-pratiques/guide-de-remuneration>. If the nominator indicates "80%", the number 80 and not 0.8 will be used to calculate the subtotal. Strictly for reasons of evaluating the quote, in this example the "80" will be used as \$80. Following the award, the 80% in the example will be applied to all rates in the updated guide (section 3.0) that will be required for Call-ups.

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EE520-211659/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX A – Price Offer Form (suite) – Zone 1c (Other zones)

Name of Offeror : _____
Address : _____

	A	B	C	D			
Category of Personnel / tests	Weigh Factor	Fixed Hourly Rates (all inclusive) 3 years	Fixed Hourly Rates (all inclusive) Option 1 (Year 4)	Fixed Hourly Rates (all inclusive) Option 2 (Year 5)	A x B ①	A x C ②	A x D ③
Services rendered by office, laboratory and field staff							
Principal (reserved for the engineer who performs tasks involving a high degree of responsibility) ¹	0,10	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Engineer	0,20	\$/h	\$/h	\$/h	\$	\$	\$
Intermediate ³ Engineer	0,15	\$/h	\$/h	\$/h	\$	\$	\$
Junior ⁴ Engineer	0,05	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Field ⁵ technician (Daily rate of 10h on the field)	0,15	\$/10h	\$/10h	\$/10h	\$	\$	\$
Senior ² Field ⁵ technician (Half-Daily rate of 5h on the field)	0,15	\$/5h	\$/5h	\$/5h	\$	\$	\$
-----	-----	Rate (all inclusive) 3 years	Rate (all inclusive) Option 1 (Year 4)	Rate (all inclusive) Option 2 (Year 5)	-----	-----	-----
Essais							
Ratio of the prices given by the «Association des firmes de génie-conseil du Québec» (AFG) at the «Guide de rémunération» (section 3.0 «Ingénierie des sols et matériaux») up to date ⁶	0,20	%	%	%	\$	\$	\$
Sub-totals (1)					\$	\$	\$
Multiplied by					60%	20%	20%
Sub-totals (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 1c (Summation of Sub-totals (2) = ①+②+③)						\$	

* Refer to Standing Offer Particulars SP3 Period of the Standing Offer.
1. 15 years or more of experience 2. From 10 to 15 years of experience 3. From 5 to 10 years of experience 4. Less than 5 years of experience
5. Field technician rate includes: travel time in addition to the hours identified on site, travel and other expenses and tools required for all types of field tests (for example: compaction, concrete, aggregates, roofing, building cladding, welding, paving and other tests in civil engineering, building, dam, airport, marine or other).
6. Here is the link to get the updated guide : <https://afg.quebec/genie-conseil/meilleures-pratiques/guide-de-remuneration>. If the nominator indicates "80%", the number 80 and not 0.8 will be used to calculate the subtotal. Strictly for reasons of evaluating the quote, in this example the "80" will be used as \$80. Following the award, the 80% in the example will be applied to all rates in the updated guide (section 3.0) that will be required for Call-ups.

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MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX A – Price Offer Form (suite) – Zone 1 (Total of zone 1a, 1b and 1c)

Name of propositant : _____
Adress : _____

Summation of the zones 1a, 1b et 1c for evaluation.

TOTAL FOR EVALUATION PURPOSES FOR ZONE 1a (Summation of Sub-totals (2) = ①+②+③)	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 1b (Summation of Sub-totals (2) = ①+②+③)	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 1c (Summation of Sub-totals (2) = ①+②+③)	\$
TOTAL FOR EVALUATION FOR ZONE 1 (Summation of Sub-totals (2) = 1a+1b+1c)	\$

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File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX A – Price Offer Form (suite) – Zone 2 (Inuit Zone)

Name of Offeror : _____
Address : _____

	A	B	C	D			
Category of Personnel / tests	Weigh Factor	Fixed Hourly Rates (all inclusive) 3 years	Fixed Hourly Rates (all inclusive) Option 1 (Year 4)	Fixed Hourly Rates (all inclusive) Option 2 (Year 5)	A x B ①	A x C ②	A x D ③
Services rendered by office, laboratory and field staff							
Principal (reserved for the engineer who performs tasks involving a high degree of responsibility) ¹	0,10	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Engineer	0,20	\$/h	\$/h	\$/h	\$	\$	\$
Intermediate ³ Engineer	0,15	\$/h	\$/h	\$/h	\$	\$	\$
Junior ⁴ Engineer	0,05	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Field ⁵ technician (Daily rate of 10h on the field)	0,15	\$/10h	\$/10h	\$/10h	\$	\$	\$
Senior ² Field ⁵ technician (Half-Daily rate of 5h on the field)	0,15	\$/5h	\$/5h	\$/5h	\$	\$	\$
-----	-----	Rate (all inclusive) 3 years	Rate (all inclusive) Option 1 (Year 4)	Rate (all inclusive) Option 2 (Year 5)	-----	-----	-----
Essais							
Ratio of the prices given by the «Association des firmes de génie-conseil du Québec» (AFG) at the «Guide de rémunération» (section 3.0 «Ingénierie des sols et matériaux») up to date ⁶	0,20	%	%	%	\$	\$	\$
Sub-totals (1)					\$	\$	\$
Multiplied by					60%	20%	20%
Sub-totals (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 2 (Summation of Sub-totals (2) = ①+②+③)					\$		

* Refer to Standing Offer Particulars SP3 Period of the Standing Offer.
1. 15 years or more of experience 2. From 10 to 15 years of experience 3. From 5 to 10 years of experience 4. Less than 5 years of experience
5. Field technician rate includes: travel time in addition to the hours identified on site, travel and other expenses and tools required for all types of field tests (for example: compaction, concrete, aggregates, roofing, building cladding, welding, paving and other tests in civil engineering, building, dam, airport, marine or other).
6. Here is the link to get the updated guide : <https://afg.quebec/genie-conseil/meilleures-pratiques/guide-de-remuneration>. If the nominator indicates "80%", the number 80 and not 0.8 will be used to calculate the subtotal. Strictly for reasons of evaluating the quote, in this example the "80" will be used as \$80. Following the award, the 80% in the example will be applied to all rates in the updated guide (section 3.0) that will be required for Call-ups.

APPENDIX A – Price Offer Form (suite) – Zone 3 (Cris Territory)

Name of Offeror :
Address :

	A	B	C	D			
Category of Personnel / tests	Weigh Factor	Fixed Hourly Rates (all inclusive) 3 years	Fixed Hourly Rates (all inclusive) Option 1 (Year 4)	Fixed Hourly Rates (all inclusive) Option 2 (Year 5)	A x B ①	A x C ②	A x D ③
Services rendered by office, laboratory and field staff							
Principal (reserved for the engineer who performs tasks involving a high degree of responsibility) ¹	0,10	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Engineer	0,20	\$/h	\$/h	\$/h	\$	\$	\$
Intermediate ³ Engineer	0,15	\$/h	\$/h	\$/h	\$	\$	\$
Junior ⁴ Engineer	0,05	\$/h	\$/h	\$/h	\$	\$	\$
Senior ² Field ⁵ technician (Daily rate of 10h on the field)	0,15	\$/10h	\$/10h	\$/10h	\$	\$	\$
Senior ² Field ⁵ technician (Half-Daily rate of 5h on the field)	0,15	\$/5h	\$/5h	\$/5h	\$	\$	\$
-----	-----	Rate (all inclusive) 3 years	Rate (all inclusive) Option 1 (Year 4)	Rate (all inclusive) Option 2 (Year 5)	-----	-----	-----
Essais							
Ratio of the prices given by the «Association des firmes de génie-conseil du Québec» (AFG) at the «Guide de rémunération» (section 3.0 «Ingénierie des sols et matériaux») up to date ⁶	0,20	%	%	%	\$	\$	\$
Sub-totals (1)					\$	\$	\$
Multiplied by					60%	20%	20%
Sub-totals (2)					\$	\$	\$
TOTAL FOR EVALUATION PURPOSES FOR ZONE 3 (Summation of Sub-totals (2) = ①+②+③)					\$		

* Refer to Standing Offer Particulars SP3 Period of the Standing Offer.

1. 15 years or more of experience 2. From 10 to 15 years of experience 3. From 5 to 10 years of experience 4. Less than 5 years of experience

5. Field technician rate includes: travel time in addition to the hours identified on site, travel and other expenses and tools required for all types of field tests (for example: compaction, concrete, aggregates, roofing, building cladding, welding, paving and other tests in civil engineering, building, dam, airport, marine or other).

6. Here is the link to get the updated guide : <https://afg.quebec/genie-conseil/meilleures-pratiques/guide-de-remuneration>. If the nominator indicates "80%", the number 80 and not 0.8 will be used to calculate the subtotal. Strictly for reasons of evaluating the quote, in this example the "80" will be used as \$80. Following the award, the 80% in the example will be applied to all rates in the updated guide (section 3.0) that will be required for Call-ups.

APPENDIX B

Team Identification

APPENDIX B – Team Identification

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

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.

In providing the information below, the following terminology is recognized:

- Principal : greater than fifteen (15) years of experience
- Senior: between ten (10) and fifteen (15) years of experience
- Intermediate: between five (5) and ten (10) years of experience
- Junior: less than five (5) years of experience

I. Prime Consultant:

Contract administrator (principal engineer)

Firm of Joint Venture Name :

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

II. Specialists:

Senior engineer

Firm Name :

For each key person, please indicate the professional accreditation and the years of experience.

APPENDIX B – Team Identification (suite)

Intermediate engineer

Firm Name : _____

For each key person, please indicate the professional accreditation and the years of experience.

Junior Engineer

Firm Name : _____

For each key person, please indicate the professional accreditation and the years of experience.

Senior site technician

Firm Name : _____

For each key person, please indicate the professional accreditation and the years of experience.

END OF TEAM IDENTIFICATION

APPENDIX C

Doing Business with PWGSC Documentation and Deliverables Manual

Doing Business with PWGSC – Addendum – Quebec Region (PDF attached)



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 to work with software that is compliant to this standard.

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

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

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

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

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

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

2.4 Specifications

2.4.1 National Master Specification

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

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

2.4.2 Index

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

2.4.3 Specification Organization

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

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

2.4.4 Standards

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

2.4.5 Specifying Materials

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

2.4.5.1 Alternate Products and Materials

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

2.4.5.2 Sole Sourcing

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

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

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

Designated Contractor

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

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

Designated Contractor

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

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

Materials

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

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

Acceptable Materials

- .1 The only acceptable materials are [].

2.4.6 Measurement for Payment

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

2.4.6.1 Unit Prices

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

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

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

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

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

2.4.7 Cash Allowances

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

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

2.4.8 Warranties

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

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

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

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

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

2.4.9 Miscellaneous Requirements

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

2.4.10 Specification Coordination

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

2.4.11 Regional Guide

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

2.4.12 Health and Safety

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

2.4.13 Subsurface Investigation Reports

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

Subsurface Investigation Report(s)

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

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

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

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

2.4.14 Prequalification and Pre-Award Submissions

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

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

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

2.4.15 Contracting Issues

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

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

2.4.16 Specification Submission Format

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

2.4.16.1 Specification Hard Copy Deliverable Format

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

2.4.16.2 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be:

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

2.5 Addenda

2.5.1 Format

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

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

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

2.5.2 Content

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

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

3 Cost Estimates

3.1 Cost Estimates Submission Formats

3.1.1 Format

Construction cost estimates for projects shall be prepared in 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 Uniformat 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-1Civil
- L-1Landscaping
- A-1Architecture
- S-1Structural
- M-1Mechanical
- E-1Electrical

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-folder 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	I01, I02, 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]

APPENDIX D

Security Requirement Check List (SRCL) (PDF attached)



SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

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



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☐ Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☐ No / Non ☐ Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET – SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☐ Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☐ No / Non ☐ Yes / Oui



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

☐ No ☐ Yes
☐ Non ☐ Oui

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

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

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

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

☐ No ☐ Yes
☐ Non ☐ Oui

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

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

Solicitation No. - N° de l'invitation
EE520-211659/A
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-0-43192

Buyer ID - Id de l'acheteur
mtc790
CCC No./N° CCC - FMS No./N° VME

APPENDIX E

Declaration / Certification Form

DECLARATION/CERTIFICATIONS FORM (page 1 of 4)

Name of Offeror:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 4)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Declaration / Certifications Form (page 3 of 4)

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

Declaration / Certifications Form (page 4 of 4)

Name of Offeror:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

APPENDIX F

Declaration / Attestations Form

Set-Aside under the Procurement Strategy for Aboriginal Business of
Comprehensive Land Claims Agreement (CLCA)

Requirements for the Set-aside Program for Aboriginal business / Certification

Offerors must provide the following duly completed certification with their offer.

Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
4. The Bidder must check the applicable box below:
☐ The Aboriginal business has fewer than six full-time employees.
OR
☐ The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

The term «Aboriginal» in the context of this tender call is interpreted as "Inuits" and "Creeps"

Requirements for the Set-aside Program for Aboriginal Business (Supply manual Annex .4)

1. Who is eligible?
 - a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organizationin which Aboriginal persons have at least 51 percent ownership and control,
 - OR
 - b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.
The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions (SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the

Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

a. Ownership and control

- i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
- ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)

b. Employment and employees

- i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
- ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

-
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
 - b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;

-
- i. executive and employee compensation records for indication of level of efforts associated with position;
 - j. nature of the business in comparison with the type of contract being negotiated;
 - k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
 - l. tax returns to identify ownership and business history;
 - m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
 - n. contracts with owners, officers and employees to be fair and reasonable;
 - o. stockholder authority, i.e., appointments of officers, directors, auditors;
 - p. trust agreements made between parties to influence ownership and control decisions;
 - q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
 - r. litigation proceedings over ownership;
 - s. transfer pricing from non-Aboriginal joint venture;
 - t. payment of management or administrative fees;
 - u. guarantees made by the Aboriginal business;
 - v. collateral agreements.