

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, B.C.
Vancouver
British Columbia
V6Z 0B9
Bid Fax: (604) 775-9381**

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, B.C.
V6Z 0B9
British C

Title - Sujet DISO - Architectural Services SOA Architectural Services, Correctional and Non Correctional Standing Offer	
Solicitation No. - N° de l'invitation EZ899-212319/A	Date 2021-06-28
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$TPV-020-9012
File No. - N° de dossier TPV-0-43247 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2021-08-10 Heure Avancée du Pacifique HAP	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Ly, Ronny(TPV)	Buyer Id - Id de l'acheteur tpv020
Telephone No. - N° de téléphone (604)318-5750 ()	FAX No. - N° de FAX (604)775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC - Various Locations, BC and Yukon	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

Table of Contents

PART 1	SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)	5
SI 1	INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES	5
SI 2	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	5
SI 3	SECURITY REQUIREMENTS	5
PART 2	GENERAL INSTRUCTIONS TO OFFERORS (GI)	6
2.1	INTEGRITY PROVISIONS – OFFER	6
GI 1	DEFINITION	7
GI 2	INTRODUCTION	7
GI 3	PROCUREMENT BUSINESS NUMBER	8
GI 4	CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE	8
GI 5	QUANTITY	9
GI 6	PWGSC OBLIGATION	9
GI 7	RESPONSIVE OFFERS	9
GI 8	COMMUNICATIONS - SOLICITATION PERIOD	9
GI 9	OVERVIEW OF SELECTION PROCESS	9
GI 10	SUBMISSION OF OFFER	10
GI 10.1	SUBMISSION OF OFFER	10
GI 10.2	TRANSMISSION BY EPOST CONNECT	11
GI 11	NOT APPLICABLE	12
GI 12	EVALUATION OF PRICE	12
GI 13	LIMITATION OF SUBMISSIONS	12
GI 14	LICENSING REQUIREMENTS	13
GI 15	REJECTION OF OFFER	13
GI 16	NOT APPLICABLE	14
GI 17	INSURANCE REQUIREMENTS	14
GI 18	JOINT VENTURE	14
GI 19	LATE SUBMISSIONS	15
GI 20	LEGAL CAPACITY	15
GI 21	DEBRIEFING	16
GI 22	FINANCIAL CAPABILITY	16

GI 23	NOT APPLICABLE	17
GI 24	PERFORMANCE EVALUATION	17
GI 25	OFFER COSTS	17
GI 26	CONFLICT OF INTEREST - UNFAIR ADVANTAGE	18
GI 27	LIMITATION OF LIABILITY	18
GI 28	STATUS AND AVAILABILITY OF RESOURCES	18
GI 29	CODE OF CONDUCT FOR PROCUREMENT – OFFER	18
PART 3 - STANDING OFFER PARTICULARS (SP)		20
SP 1	GENERAL	20
SP 2	WITHDRAWAL/REVISION	20
SP 3	PERIOD OF THE STANDING OFFER	20
SP 4	CALL-UP LIMITATION	21
SP 5	CALL-UP PROCEDURE	21
SP 6	INVOICING	22
PART 4 - TERMS AND CONDITIONS – GENERAL CONDITIONS (GC)		23
GC 1	DEFINITIONS	23
GC 2	INTERPRETATIONS	25
GC 3	NOT APPLICABLE	25
GC 4	ASSIGNMENT	25
GC 5	INDEMNIFICATION	25
GC 6	NOTICES	25
GC 7	SUSPENSION	25
GC 8	TERMINATION	26
GC 9	TAKING THE SERVICES OUT OF THE CONSULTANT’S HANDS	26
GC 10	TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT	27
GC 11	NATIONAL OR DEPARTMENTAL SECURITY	27
GC 12	RIGHTS TO INTELLECTUAL PROPERTY	28
GC 13	CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE	32
GC 14	STATUS OF CONSULTANT	32
GC 15	DECLARATION BY CONSULTANT	32
GC 16	INSURANCE REQUIREMENTS	33
GC 17	RESOLUTION OF DISAGREEMENTS	33
GC 18	AMENDMENTS	34

GC 19	ENTIRE AGREEMENT	35
GC 20	CONTINGENCY FEES	35
GC 21	HARASSMENT IN THE WORKPLACE	35
GC 22	TAXES	35
GC 23	CHANGES IN THE <i>CONSULTANT</i> TEAM	36
GC 24	JOINT AND SEVERAL LIABILITY	36
GC 25	PERFORMANCE EVALUATION - CONTRACT	37
GC 26	INTERNATIONAL SANCTIONS	37
GC 27	INTEGRITY PROVISIONS - STANDING OFFER	38
GC 28	CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER	38
GC 29	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	38
PART 5 - SUPPLEMENTARY CONDITIONS (SC)		39
SC 1	TRAVEL AND LIVING EXPENSES	39
SC 2	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT	39
PART 6 - TERMS OF PAYMENT (TP)		40
TP 1	FEES	40
TP 2	PAYMENTS TO THE CONSULTANT	40
TP 3	DELAYED PAYMENT	41
TP 4	CLAIMS AGAINST AND OBLIGATIONS OF THE CONSULTANT	41
TP 5	NO PAYMENT FOR ERRORS AND OMISSIONS	42
TP 6	PAYMENT FOR CHANGES AND REVISIONS	42
TP 7	EXTENSION OF TIME	42
TP 8	SUSPENSION COSTS	42
TP 9	TERMINATION COSTS	43
TP 10	DISBURSEMENTS	43
PART 7 - CONSULTANT SERVICES (CS)		45
CS 1	SERVICES	45
CS 2	STANDARD OF CARE	45
CS 3	TIME SCHEDULE	45
CS 4	PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS	45
CS 5	CHANGES IN SERVICES	45
CS 6	CODES, BY-LAWS, LICENCES, PERMITS	46

CS 7	PROVISION OF STAFF	46
CS 8	SUB-CONSULTANTS	46
CS 9	COST CONTROL	46
PART 8 - CALCULATION OF FEES (CF)		48
CF 1	FEE ARRANGEMENT(S) FOR SERVICES	48
CF 2	PAYMENTS FOR SERVICES	48
PART 9 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)		49
SRE 1	GENERAL INFORMATION	49
SRE 2	OFFER REQUIREMENTS	49
SRE 3	SUBMISSION REQUIREMENTS AND EVALUATION	51
SRE 4	PRICE OF SERVICES	56
SRE 5	TOTAL SCORE	56
SRE 6	SUBMISSION REQUIREMENTS - CHECKLIST	57
APPENDIX A - DECLARATION/CERTIFICATIONS FORM		58
APPENDIX B - PRICE OFFER FORM		63
APPENDIX C – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL (Attached Separately)		66
APPENDIX D – REQUIRED SERVICES (RS)		67

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.

Canada will also have the right to terminate the Call-up for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.

The Offeror must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI 3 SECURITY REQUIREMENTS

Offerors are hereby informed that there is a 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
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Offeror":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Architectural Engineering expertise to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the following zones:

Zone A: Correctional Building Projects in British Columbia
Zone B: Non-Correctional Building Projects in British Columbia and Yukon

Offerors may submit proposals for either one zone or both zones in separate packages.

2. Offerors shall be licensed or eligible to be licensed to practise in the province of British Columbia for Zone A and British Columbia and Yukon for Zone B. If an Offeror is licensed to practise in only one of the provinces or territories, then that offeror must be eligible and willing to be licensed in the province or territory in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects within the last ten (10) 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 PSPC's intention to authorize up to two (2) Standing Offers for Zone A and up to three (3) Standing Offers for Zone B, each for a period of three (3) years from the date of issuing the Standing Offers plus two (2) twelve month option periods. The total dollar value of all Standing Offers is estimated to be \$10,500,000.00 (Applicable Taxes included) of which one third will be allotted to Zone A projects and two thirds to Zone B projects. Individual call-ups will vary, up to a maximum of \$2,000,000.00 (Applicable Taxes included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PSPC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)
5. This solicitation allows and encourages offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically.

Due to the nature of the solicitation, transmission of offers by facsimile is not considered to be practical, and therefore, will not be accepted.

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

GI 3 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>).

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Ronny Ly, Supply Specialist
Public Works and Government Services Canada
Real Property Contracting Directorate
219 – 800 Burrard Street
Vancouver, BC V6Z 0B9

Tel: 604-318-5750
Email: ronny.ly@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 ronny.ly@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;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below;

HARD COPY Offer Submission

In the case of submission of a hard copy offer, send its offer only to:
Bid Receiving Unit – Vancouver
219 – 800 Burrard Street
Vancouver, B.C.
V6Z 0B9

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

- d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
 - e) provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the offer must be submitted in separate sections in accordance with the instructions contained in the offer document.
 4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or

have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.

5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
7. Offer documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI 10.2 TRANSMISSION BY EPOST CONNECT

1. EPOST CONNECT

- a) Offers may 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.RPReceptiondessoumissions-PRBidReceiving.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;
 - 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 delete offers delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed offers as described in GI19.2. For late offers submitted using means other than the Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted electronically, the late offer will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer, will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect.
2. An offer delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.
 - a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

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

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

GI 20 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated

together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

GI 21 DEBRIEFING

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

GI 22 FINANCIAL CAPABILITY

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

3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a) the Offeror identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b) the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that an offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

GI 23 NOT APPLICABLE

GI 24 PERFORMANCE EVALUATION

Offerors shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, 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

Solicitation No. - N° de l'invitation
EZ899-212319/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
TPV020
CCC No./N° CCC - FMS No./N° VME

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 an additional two (2) twelve month period 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 \$2,000,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) **ZONE A Projects:** 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; 60% of the business for the top ranked consultant, and 40% for the 2nd ranked consultant. In the event fewer than two (2) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

AND / OR

ZONE B Projects: 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; 42% of the business for the top ranked consultant, 32% for the 2nd ranked consultant, and 26% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit an offer to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its offer (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same

qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's offer shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
 - d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
 - e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

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

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

GC 8 TERMINATION

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

GC 9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made an offer to the *Consultant's* creditors nor filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, or
 - b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made an offer to the *Consultant's* creditors or filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the offer or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.

5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 10 TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT

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

GC 11 NATIONAL OR DEPARTMENTAL SECURITY

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
 - b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project

Technical Documentation on another project without the written consent of the *Departmental Representative*.

GC 12 RIGHTS TO INTELLECTUAL PROPERTY

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

- a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and
- b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in another project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry

practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

- a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3

shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.

- b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

- a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of *Canada*, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the

Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 13 CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5. 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. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the [Treasury Board Web site](#).
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 TAXES

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase

the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 CHANGES IN THE CONSULTANT TEAM

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

GC 24 JOINT AND SEVERAL LIABILITY

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

GC 25 PERFORMANCE EVALUATION - CONTRACT

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

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

GC 26 INTERNATIONAL SANCTIONS

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (https://www.international.gc.ca/world-monde/international_relations-

[relations_internationales/sanctions/index.aspx?lang=eng](#)).

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

GC 27 INTEGRITY PROVISIONS - STANDING OFFER

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

GC 28 CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER

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

GC 29 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)

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

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

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

PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC 1 TRAVEL AND LIVING EXPENSES

1. For projects located in British Columbia and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PSPC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the *Consultant's* office to the project site, whichever is closer.
2. All travel related expenses within 50kms of the above locations will be included in the *Consultants* hourly fee structure.

SC 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT

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

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
 - b) 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
 - c) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and

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

TP 5 NO PAYMENT FOR ERRORS AND OMISSIONS

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

TP 6 PAYMENT FOR CHANGES AND REVISIONS

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

TP 7 EXTENSION OF TIME

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

TP 8 SUSPENSION COSTS

1. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:

- a) for clarity, an amount based on these Terms of Payment, for Services satisfactorily performed before the date of suspension; and
 - b) those out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

TP 9 TERMINATION COSTS

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

TP 10 DISBURSEMENTS

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;

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

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

- 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.

PART 9 - 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	90%	=	Technical Score (Points)
Price Rating	X	10%	=	Price Score (Points)
<hr/>				<hr/>
Total Score				Max. 100 Points

SRE 2 OFFER REQUIREMENTS

2.1 Offer via Epost Connect service

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

If the Offeror chooses to 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.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will take precedence over the wording of the other copies.

2.2 Offer in Hard Copies

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror submits its offer in separately bound sections as follows:

Section I: Technical Offer (submit one (1) bound original plus three (3) bound copies)
Section II: Price Offer (submit one (1) bound original) in a separate sealed envelope.)
Double-sided submissions are preferred.

2.3 Offer by Facsimile

Due to the nature of the solicitation, transmission of offers by facsimile is not considered to be practical, and therefore, will not be accepted.

2.4 Requirement for Offer Format

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

1. Submit one (1) bound original plus three (3) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 12 point Times or equal
4. Minimum margins - 25 mm left, right, top, and bottom
5. Single-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.
9. Binding - plastic cirlox or spiral wire, appropriately sized so submission can be folded back on itself without binding, falling apart or creating excessive thickness.
10. Front cover, clear plastic, each section separated with tabbed dividers.
11. Laser jet or non water soluble ink.
12. On footer, identify firm and number all pages of submission consecutively.

2.5 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 sixteen (16) 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
- Declaration/Certifications Form (Appendix A)
- 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
- Price Offer Form (Appendix B)

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:

- a) Appendix A, Declaration / Certifications Form as required.

3.1.2 Licensing, Certification or Authorization

The Offeror shall be authorized to provide architectural services and must include an architect 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 British Columbia and Yukon.

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):

Other than the Price Offer, the appendices do not form part of the evaluation criteria.

A separate proposal and accompanying fee for each zone is expected. The Offeror may submit a proposal for each zone or only one zone, see Appendix B Price Proposal Form.

3.2.1 Management & Delivery of Services

- .1 *What we are looking for:*
How the team will be organized and approach in the delivery of the Required Services.
- .2 *What the Offeror should provide:*
Recommended four (4) pages. A description of:
 - a) Roles and responsibilities of key personnel;
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Management and organization (reporting structure);
 - d) Approach to responding to the individual call-ups;
 - e) Describe how you deal with co-ordination of sub-Consultant work;

- f) Meeting the 'Project Response Time Requirements';
- g) Summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort.
- h) Describe firm dispute resolution process with their subs and contractors

3.2.2 Firm Experience: Selected Projects:

1. *What we are looking for:*
Demonstration that within the last ten (10) years, the Offeror has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required Services sections RS 1 and RS 2. The differentiation between renovation and rehabilitation is the value attached to each which reflects a greater scope.
- a) **Zone A:** A brief description of three (3) significant projects of which one is new construction valued under \$25,000,000, one is rehabilitation valued under \$10,000,000 and one is renovation valued under \$5,000,000. The projects by the firm must be completed within the last ten (10) years or are currently in the construction phase as of May 2021. Correctional Building Projects relate only to work done on B1 major occupancy building

Or

- Zone B:** A brief description of three (3) significant projects of which one is new construction valued under \$25,000,000, one is rehabilitation valued under \$10,000,000 and one is renovation valued under \$5,000,000. The projects by the firm must be completed within the last ten (10) years or are currently in the construction phase as of May 2021. This zone includes to all other building types such as offices, laboratories, border crossings and light industrial buildings;
- b) The Offeror (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Offeror will not be considered in the evaluation unless these entities form part of a joint venture Offeror;
 - c) Indicate those projects which were carried out in joint venture with other Architectural firms and the responsibilities of each of the involved entities in each project. Other sub - *Consultants* need only be identified by name.

3.2.2.1 Project Experience: Design

1. What the Offeror should provide: recommended (1) page of text and images for each project.
 - a) Demonstrate an elegant design solution;
 - b) Delivery of a quality product;
 - c) Demonstrate application of Public processes and practices;
 - d) Indicate the use of innovation and leverage of current building science practices and technological advancements;
 - e) Show evidence based / data driven design;
 - f) For Zone A correctional facilities, demonstrate a clear understanding of both the static and dynamic security concepts used.

3.2.2.2 Firm Experience: Process

1. What the Offeror should provide: recommended one (1) page of text and images for each project.
 - a) Demonstrate collaborative processes with multiple stakeholders;
 - b) Highlight any additional services including programming;
 - c) Experience with an integrated and systems based approach to sustainability & climate change, (for example, but not limited to LEED Gold or equivalent for new construction, LEED Silver or equivalent for tenant improvements);
 - d) Experience in integrated teams utilizing BIM (with continuity of use from design, through construction and into operations; ie: for concepts, energy modeling, lifecycle costing, clash detection, data sharing, facility management);
 - e) Highlight innovation in project delivery such as design build, fast-track procurement or construction management services;
 - f) Awards and recognition received by firm within the last 10 years

3.2.2.3 Project Experience: Implementation

1. What the Offeror should provide: recommended (1) page of text and images for each project.
 - a) List design and construction best practices;
 - b) Public processes and practices;
 - c) Demonstrate the maximizing value within a fixed budget;
 - d) Include the names of architectural staff personnel who were involved, their respective responsibilities;
 - e) List only the names sub-Consultant firms used;
 - f) Indicate the construction budget for the listed projects;
 - g) Indicate the completion dates for the listed projects;
 - h) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

3.2.3 Senior Personnel Expertise and Experience

1. What we are looking for: A demonstration that the Offeror has senior personnel with the capability, capacity and expertise in each area listed in the Required Services RS 1 and RS 2 sections.
2. What the Offeror should provide: recommended one (1) page per senior personnel.
 - a) Submit a maximum of two (2) c.v.'s of senior personnel;
 - b) Indicate the years of experience the senior personnel has in the provision of the services;
 - c) Identify the number of years with the firm;
 - d) Professional accreditation.

3.2.4 Project Personnel Expertise and Experience

1. What we are looking for: A demonstration that the Offeror has project personnel with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services RS 1 and RS 2 sections. Experience with Correctional facilities is required for all Zone A.
2. What the Offeror should provide: recommended one (1) page per project personnel.

- a) Submit a maximum of four (4) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups
- b) Indicate the years of experience which each of the project personnel has in the provision of the services specified in the Required Services (RS) section;
- c) Identify the number of years with the firm;
- d) Professional accreditation.

3.2.5 Project Format and Presentation

Submission document will be concise, ordered and formatted according to SRE 2.1.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Management of Services	1.0	0 - 10	0 - 10
Project Experience: Design	2.0	0 - 10	0 – 20
Project Experience: Process	2.0	0 - 10	0 – 20
Project Experience: Implementation	2.0	0 - 10	0 – 20
Senior Personnel Expertise and Experience	1.0	0 - 10	0 – 10
Project Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Format and Presentation	0.5	0 - 10	0 - 5
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 seventy-five (75) 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 seventy-five (75) points.

SRE 4 PRICE OF SERVICES

All price offers corresponding to responsive offers which have achieved the pass mark of seventy-five (75) 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, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price offers receive a Price Rating of 0.
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

Total Scores will be established in accordance with the following:

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

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offerors submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected. Canada reserves the right to issue up to two (2) Standing Offers for Zone A and up to three (3) Standing Offers for Zone B.

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).

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
- ☐ 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>) 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>) and as per General instructions to Offerors (GI), Integrity Provisions – Offer, section 3b.
- ☐ Offer
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

For hard copy Offer:

- ☐ Offer - one (1) original plus 3 copies
- ☐ Price Offer Form – only one (1) Price Offer Form completed and submitted in a separate envelope

For epost Connect Offer:

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

APPENDIX A - DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 5)

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 5)

Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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 4 of 5)

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 5 of 5)

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 B - PRICE OFFER FORM

INSTRUCTIONS

1. Complete price offer form and submit in accordance with the instructions in this solicitation.
2. Price offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. For each of the positions listed below (Partner or principals of the firm, Senior Personnel, Intermediate Personnel, Junior Personnel, and Administrative Support), to ensure that fair and competitive hourly rates are received for each position, the following requirements must be strictly adhered to:
 - a) Offerors must provide an hourly rate for each position that meets the following requirements:
 - i. the hourly rate must not be a nominal value and should reflect compensation typically paid for such position; and
 - ii. failure to insert an hourly rate for each position listed will render your offer non-responsive.
 - b) For the categories where Senior, Intermediate and Junior Personnel are requested, the hourly all-inclusive rate must meet the following requirements:
 - i. the hourly rate of the Senior personnel must be greater or equal to the hourly rate of the Intermediate personnel, or if there is no Intermediate personnel it must be greater or equal than the Junior personnel; and
 - ii. the hourly rate for an Intermediate personnel must be greater or equal to the hourly rate of a Junior personnel within the same category.
- V. The hourly rates identified will be for the duration of the Standing Offer.
- 6 Travel and Living Expenses: Refer to Supplementary Conditions, SC 1.
- 7 Fixed hourly rates for each Category of Personnel are to be provided in column B and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C are added for evaluation purposes.

APPENDIX B - PRICE OFFER

Name of Offeror: _____

Address: _____

PRICE OFFER - ZONE A

Category of Personnel Zone A Correctional Building Projects in British Columbia	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of *Consultant* or Joint Venture *Consultants*.

.....
Firm signature & capacity

.....
Firm signature & capacity

END OF PRICE OFFER FORM ZONE A

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

APPENDIX B - PRICE OFFER

Name of Offeror: _____

Address: _____

PRICE OFFER FORM - ZONE B

Category of Personnel Zone B Non-Correctional Building Projects in British Columbia & Yukon	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of *Consultant* or Joint Venture *Consultants*.

.....
Firm signature & capacity

.....
Firm signature & capacity

END OF PRICE OFFER FORM ZONE B

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

Solicitation No. - N° de l'invitation
EZ899-212319/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
TPV020
CCC No./N° CCC - FMS No./N° VME

**APPENDIX C – DOING BUSINESS WITH PWGSC DOCUMENTATION AND
DELIVERABLES MANUAL
(Attached Separately)**

Solicitation No. - N° de l'invitation
EZ899-212319/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
TPV020
CCC No./N° CCC - FMS No./N° VME

APPENDIX D – REQUIRED SERVICES (RS)

RS 1 Introduction

- RS 1.1 General Objectives
- RS 1.2 Roles and Responsibilities
- RS 1.3 Coordination with PSPC
- RS 1.4 Project Response Time

RS 2 SCOPE OF SERVICES

RS 2.1 Basic Services

- RS 2.1.1 Analysis of Project Scope of Work
- RS 2.1.2 Design Concept (Schematic Design)
- RS 2.1.3 Design Development
- RS 2.1.4 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
- RS 2.1.5 Tender Call, Bid Evaluation and Construction Contract Award
- RS 2.1.6 Construction and Contract Administration
- RS 2.1.7 Commissioning
- RS 2.1.8 Post-Construction Warranty Review

RS 3.2 Additional and Specialized Services (As Required)

- RS 3.2.1 Additional Services (As Required)
- RS 3.2.2 Specialized Services (As Required)

REQUIRED SERVICES (RS)

RS 1 INTRODUCTION

RS 1.1 General Objectives

1. The services will support the PSPC Pacific Region Real Property Services Branch. The Consultant will provide one or more of required services listed in this standing offer either as part of their in-house expertise and/or a combination of in-house resources and sub-consultants/specialists. Specific services will be identified in each Call-Up.
2. Services must be complete and identify all major issues that will have a significant impact on the project. Services may require the engagement of *Sub-Consultants*.
3. Incorporate sustainable design principles in project solutions.
4. For any or all of the Required Services the *Consultant* may be required to:
 - .1 Chair project status meetings during the life of the project, prepare and distribute minutes within five working days of meetings.
 - .2 Submit project progress reports.
5. When client requested changes alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the *Departmental Representative* prior to incorporation in the design.
6. Unless otherwise indicated in the Standing Offer or in the Call-Up, provide five (5) paper copies of all deliverables. Provide specifications using Microsoft Word files, provide drawings in current AutoCAD dwg and Adobe pdf files. Other documents in Adobe pdf files when not available in native format.
7. All documents (drawings and specification) are to be produced in accordance with Appendix C "Doing Business with A&ES" and at project delivery stage as described in each individual Call-up.
8. The schedule for the delivery of services will be determined at the time of each individual Call-up.
9. PSPC recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction. In order to meet those responsibilities, PSPC insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

RS 1.2 Roles and Responsibilities

1.2.1 *Departmental Representative*

The PSPC *Departmental Representative* or assigned *Departmental Representative*, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this Document.

1.2.2 Consultant

- .1 Be responsible for the assembling and engagement of the complete design team required to carry out the work
- .2 Be responsible for gathering, identifying and documenting the needs of the client department and incorporating those needs into the required project deliverables.
- .3 Establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
- .4 Deliver the project within the time frame and assigned budget in accordance with the approved plan.
- .5 Upon execution of the *Consultant* Call-Up, be responsible for producing all work described in the call-up document, in a conscientious and professional manner.
- .6 Coordinate project requirements with any other current and planned projects work that may be underway.

RS 1.3 Coordination with PSPC

1. Carry out services in accordance with approved documents and directions given by the *Departmental Representative*.
2. Correspond only with the *Departmental Representative* at the times and in the manner dictated by the *Departmental Representative*. Do not communicate with the client department unless so authorized in writing by the *Departmental Representative*.
3. Ensure all communications carry the PSPC's Project Title, Project Number and File Number.
4. Advise the *Departmental Representative* of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. Detail the extent and reasons for the changes and obtain written approval before proceeding.

RS 1.4 Project Response Time

1. It is a requirement of all projects covered under this Request for Standing Offer that the prime *Consultant* project working staff and their proposed Sub-*Consultants* should be personally available to attend meetings and respond to inquiries within half (½) a day of the *Departmental Representative's* request, in the locality of the place of the work from the date of the award of the *Consultant* call-up until final inspection and turnover.
2. The *Consultant* must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Request

for Standing Offer in a timely fashion.

3. Upon receipt of potential call-up documentation, the *Consultant* must prepare and present the fee proposal within 10 business days. Failure to present the fee proposal within 10 business days, the *Consultant* will be bypassed. PSPC will proceed to the next *Consultant* of the SOA.

RS 2 SCOPE OF SERVICES:

RS 2.1 BASIC SERVICES

1. Basic services described below are considered to be the traditional architectural design services (full/integrated design service) provided by the prime consultant and the services provided by the three basic engineering disciplines: structural, mechanical and electrical, with the specification writer and cost estimator as sub-consultants and/or in-house resources.
2. Call-ups may include any or all of the following Basic, Additional or Specialized Services. Specific services will be identified in each Call-up:

The Consultant shall:

1. Manage and coordinate the design and administration of the project and also ensure that all members of the consultant team are properly informed of, and fulfill, their responsibilities for the basic services.
2. Throughout all stages of the project, coordinate and assume responsibility for the work of any sub-consultants and specialists retained by the consultant.
3. Ensure clear, accurate and ongoing communication of concept, design intent, budget, and scheduling issues (including changes) as they relate to the responsibilities of all sub-consultants and specialists from initial base building reviews to post construction reports.
4. Ensure Sub-Consultants provide site inspection services to meet municipal and building code obligations, prepare field review reports and issue correspondence in a timely fashion, respond to the requirements of the authorities having jurisdiction, submit a copy of all correspondence with authorities having jurisdiction to the departmental representative, and attend all required meetings.
5. Prepare a documentation and reporting structure for the coordination of consultants in other disciplines to include minutes, change orders, site instructions, shop drawing log and other items of the design process to facilitate project completion, commissioning and close-out.

The following basic services are considered part of the full/integrated design service of a project and call-ups may include any or all of these services:

RS 2.1.1 ANALYSIS OF PROJECT SCOPE OF WORK

2.1.1.1 INTENT

The purpose of this stage is to ensure the consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provided alternative strategies, presented and received approval on a Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

2.1.1.2 SCOPE AND ACTIVITIES:

The Consultant shall:

1. Analyze the Project Brief or the Terms of Reference and advise the Departmental Representative of any noted problems or the need for more information, clarification or direction
2. Visit the site and/or buildings and verify the availability and capacity of services needed for the project
3. Perform surveys and obtain local information applicable to the design, during the site visit. This includes verifying or preparing as built records as necessary
4. Attend project start up meeting
5. Analyze the project requirements including but not limited to the space analysis requirements and functional program (when available)
6. Review all available existing material related to the project. **(Please note: Subject to applicable security requirements, the Consultant will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Departmental Representative on termination of the contract.)**
7. Review the proposed project schedule for verification that all milestone dates are achievable
8. Review the cost plan/budget for verification that the costs are realistic and achievable
9. Identify and verify all authorities having jurisdiction over the project
10. Identify the codes, regulations and standards that apply
11. Establish a policy for project to minimize environmental impacts consistent with the project objectives and economic constraints
12. Review potential for environmental impacts and application of the Canadian Environmental Assessment (CEA) Act
13. Identify additional and/or specialized services that may be required to proceed with the project but are not included in the required services of the specific call-up. Advise and recommend to the departmental representative the list of proposed services such as soil testing, equipment testing, material testing, geotechnical analysis or any other services that may impact the design, quality, budget or schedule of the project.

2.1.1.3 DELIVERABLES:

The Consultant shall:

1. Provide a comprehensive summary of the project requirements/program demonstrating understanding of the scope of work including:
 - a. report on existing base building system elements including their condition, deficiencies and life expectancy.
 - b. confirmed or adjusted project cost and time plans
 - c. written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the project manager/departmental representative.

RS 2.1.2 DESIGN CONCEPT (SCHEMATIC DESIGN)

2.1.2.1 INTENT

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

2.1.2.2 SCOPE AND ACTIVITIES:

The Consultant shall:

1. Present alternative design options which are viable and have potential for development
2. Analyze each solution with regard to the project goals including cost and schedule
3. Recommend one option for further development with all supporting background and technical justifications
4. Submit to the Departmental Representative, design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements
5. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project;
6. Provide copies of all design concept documents in the type and number specified in RS 1.1.6,
7. Develop alternative solutions which accommodate the Client User Program, and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections, room names and sizes. Perspective sketches may be requested;
8. Provide option analysis, complete with life cycle cost analysis; and
9. Meet and correspond with authorities having jurisdiction and obtain written approvals

from authorities such as Human Resources and Social Development Canada (HRSDC) and Federal Heritage Buildings Review Office (FHBRO), as and when required.

2.1.2.3 DELIVERABLES

The Consultant shall provide the following:

1. Design Concept/Schematic Drawings
2. Description of the options with recommendation of preferred solution
3. Class 'C' Estimate 4. Report on deviation from schedule and recommend corrective measures or updated time line.

2.1.2.4 DELIVERABLES - DETAILS

The Consultant shall provide the following:

2.1.2.4.1 Architectural:

1. Site plan showing proposed building outlines, orientation, main accesses and traffic patterns
2. Schematic building plans of alternatives showing relative disposition of main accommodation areas, circulation patterns, numbers of floors, etc
3. Sketch elevations and sections indicating the basic design approach and aesthetic philosophy
4. Sketch perspectives or massing studies
5. Outside gross building areas and summary of main accommodation areas required and proposed 6. Horizontal and vertical space relationships
6. Building Code analysis for proposed design

2.1.2.4.2 Structural:

1. Proposed or alternative structural systems including foundation methods, explanatory sketches, etc. and a copy of the site report on which the design is based

2.1.2.4.3 Mechanical:

1. The concept submission shall include a description a specific mechanical requirements and function for each area (room) in the building. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.
2. Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
3. Identify the volume of outdoor air to be supplied per person.
4. Identify the delivery rate of supply air to occupied spaces.

5. Identify whether full time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility.
6. Identify location of entry point into the building of all mechanical services into the building.
7. Identify in square metres the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building.
8. Analysis of alternative mechanical schemes at the conceptual design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative.

Life cycle cost analyses shall be based on a projected building life of 25 years.
9. Carry out energy analysis on system alternatives.
10. Establish an energy budget for the building and compare it to energy consumption of other similar buildings. Total energy consumed in the building shall be expressed in kWh/sq m.
11. Submit a complete energy analysis as described in this section in the paragraphs under the heading Building Loads and Energy Analysis. 12. Identify the type of boilers to be used (i.e. cast iron sectional, fire tube, etc.) and provide an economic and technical explanation of the reason for the type of boiler to be used. 13. List of non-Canadian products and materials proposed for the project with written justification.

2.1.2.4.4 Electrical:

1. Proposed basic electrical systems of significance to the early design.
2. Site plan showing location of service entrances.
3. Distribution diagram showing single line diagrams to distribution centres.
4. Floor plans complete with locations of major electrical equipment and distribution centres.
5. Lighting layouts.
6. Power outlets.
7. Ceiling distribution systems for lighting, power and telecommunications.
8. List of standard PSPC details to be utilized.
9. Telephone rooms, conduits and telecommunication cable systems requirements and layout.

10. Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.
11. List of non-Canadian products and materials proposed for the project with written justification.

2.1.2.4.5 Commissioning:

1. Define Commissioning Requirements.
2. Identify in square meters the area to be provided to maintenance personnel, including storage and workshops for mechanical, electrical and housekeeping.
3. Define project archives.

2.1.2.4.6 Sustainable Development:

1. Design and evaluate Design Options exploring positive environment strategies.
2. Environmental Assessment and the CEA Act Screening Report (to include comment on all the design options)

RS 2.1.3 DESIGN DEVELOPMENT

2.1.3.1 INTENT

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

2.1.3.2 SCOPE AND ACTIVITIES:

The Consultant shall:

1. Obtain written approval from Project Manager for development of one of the proposed Design Concept options
2. If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required
3. Expand and clarify the Concept Design intent for each design discipline
4. Continue to review all applicable statutes, regulations, standards, guidelines, codes and by-laws in relation to the design of the project
5. Present the design to the governmental authorities having jurisdiction or local authorities where required
6. Refine the approved Conceptual Design Option to a level of detail which will facilitate

Class C cost estimates, design review and discussions with the Client Department;

7. Submit to the Departmental Representative, design development documents in sufficient detail to define the size, intent and character of the entire Project; 8. Analyze the constructability of the project and advise on the construction process and duration 9. Present the design materials to the client, design review or other committees as indicated by the Project Manager
8. Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on tenants
9. Provide a list and draft specification sections of all NMS sections to be used. Submit outline specifications for all systems and principle components and equipment. Provide in the outline specifications manufacturers literature about principal equipment and system components proposed for use in this project.
10. Submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan and Project Schedule; and
11. Provide copies of all design development documents in the type and number specified in RS 1.1.6

2.1.3.3 DELIVERABLES:

The Consultant shall provide the following:

1. Floor plans including all disciplines showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project
2. Two (2) or three (3) building sections
3. Demolition Plans
4. Architectural, structural, engineering, millwork and finishing details to determine choice of materials and finishes
5. Reflected ceiling plans
6. Elevations
7. Site and building models as required
8. Finished and colour schemes
9. Outline specifications for all systems and principle components or equipment
10. Class 'B' cost estimate
11. Preliminary construction schedule including long term delivery items
12. Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and it's occupants

13. Project dossier detailing the basic assumptions of the project and the justifications for all major decisions
14. Commissioning Plan

2.1.3.4 DELIVERABLES - DETAILS

The deliverables shall include the following:

2.1.3.4.1 Architectural Drawings:

1. Site Plan showing the building(s) and existing or proposed environmental items including the following: .
 - .1 Traffic pattern:
 - a. Pedestrian
 - b. Private Vehicles
 - c. Public Transportation
 - d. Service Roads.
 - .2 Parking:
 - a. Employees
 - b. Visitors
 - c. Service vehicle parking and loading areas.
 - .3 Grading:
 - a. Existing and proposed grade elevations.
 - .4 Landscaping:
 - a. Main planting and grassed areas. Where possible show the location of underground services in relation to proposed planting. Indicate any significant use of planting such as windbreaks, screens, erosion control, etc.
2. Site Cross Sections:
 1. Cross sections through the site to show the relation- ship of buildings to proposed ground elevations and planting, to illustrate the three-dimensional aspects of the site. Include simple perspective sketches of main features if necessary.
3. Floor Plans of each floor showing all accommodation required, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Define areas relating to fall-out shelter space. Indicate building grids, modules, etc., and key dimensions.
4. Furniture and Equipment plans.
5. Elevations of all exterior building facades showing all doors and windows accurately sized and projected from the floor plans and sections. Indicate clear floor and ceiling levels and any concealed roof levels.
6. Cross Sections through the building(s) to show floor levels, room heights, inner corridor

or court elevations, etc.

7. Detail Sections of walls or special design features requiring illustration and explanation of this stage, including fireproofing methods.

2.1.3.4.2 Structural Drawings:

1. Drawings indicating the proposed structural framing system, type of foundation, structural materials, cladding details and other significant or unusual details proposed. Drawings may be separate or incorporated on the Architectural sheets. Include a copy of the site report on which the design is based.

2.1.3.4.3 Mechanical Drawings:

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

2.1.3.4.4 Electrical drawings:

Provide drawings showing advanced development of the following:

1. Single line diagram of the power circuits with their metering and protection, including:
 - a. Complete rating of equipment.
 - b. Ratios and connections of CT's and PT's.
 - c. Description of relays when used.
 - d. Maximum short circuit levels on which design is based.
 - e. Identification and size of services.
 - f. Connected load and estimated maximum demand on each load centre.
2. Electrical plans with:

- a. Floor elevations and room identification.
 - b. Legend of all symbols used.
 - c. Circuit numbers at outlets and control switching identified.
 - d. All conduit and wire sizes except for minimum sizes which should be given in the specification.
 - e. A panel schedule with loadings for each panel.
 - f. Telephone conduits system layout for ceiling/floor distribution.
3. Riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
4. Elementary control diagrams for each system.
5. Schedule for motor and controls.
6. Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting.
7. Electric heating layout and schedule.
8. Provide the following data:
 - a. Total connected load.
 - b. Maximum demand and diversity factors.
 - c. Sizing of standby load.
 - d. Short-circuit requirements and calculations showing the ratings of equipment used.

2.1.3.4.5 Commissioning

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

RS 2.1.4 CONSTRUCTION DOCUMENTS, PRE-TENDER CONSTRUCTION COST ESTIMATE AND PROJECT SCHEDULE

2.1.4.1 INTENT

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

1. 33% indicates technical 33% completeness of all working documents
2. 66% indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules and specifications
3. 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes
4. Develop project specific Systems Operations Manual (SOM)

5. Final Submission incorporates all revisions required in the 99% version and is intended to provide PSPC with complete construction documents for tender call.

2.1.4.2 SCOPE AND ACTIVITIES:

1. The Consultant shall, after acceptance of the design development documents, prepare and:
 - a. submit for review to the Departmental Representative construction documents detailing the requirements for the construction of the Project at each stage of production as specified;
 - b. submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of production; and c. provide copies of all construction documents submitted, in the type and number specified in RS 1.1.6
2. The Consultant shall prepare for tender call purposes and submit to the Departmental Representative for acceptance a final Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.
3. Activities are similar at all three stages; completeness of the project development should reflect the stage of a submission.
 - a. Obtain Project Manager's approval for Design Development submissions (33%, 66%, 99% and final)
 - b. Confirm format of drawings and specifications
 - c. Clarify special procedures (i.e. phased construction)
 - d. Submit drawings and specifications at the required stages. (33%, 66%, 99%)
 - e. Provide written response to all review comments and incorporate them into Construction Documents where required.
 - f. Advise as to the progress of cost estimates and submit updated cost estimates as the project develops
 - g. Update the project schedule
 - h. Prepare a final Class 'A' estimate. Review and approve materials and construction processes specifications to meet sustainable development objectives.
 - i. Provide copies of all construction and pre-bid/pre-tender documents in the type and number specified in RS 1.1.6

2.1.4.3 SCOPE AND ACTIVITIES - DETAILS

2.1.4.3.1 Technical and Production Meetings

1. Production of construction documents will be reviewed during the meetings arranged by Project Manager and Consultant.
2. Representatives from Client Department(s) and PSPC support staff will be present as arranged by the Project Manager.
3. Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required.
4. Consultant shall arrange for all necessary data, progress prints, etc.

5. Consultant shall prepare minutes of the meetings and distribute copies to all participants.

2.1.4.3.2 Progress Review

1. As work progresses on construction drawings, submit drawings, schedules, details, pertinent design data and updated Cost Plan and Project Schedule as required.
 1. Mechanical:
 - a. Flow diagrams, system layouts, equipment selections and sizes, floor plan layouts showing major equipment.
 - b. All major ductwork sized and shown on drawings including layout of all major mechanical and transformer rooms.
 - c. EMCS network architecture, mechanical control schematics, sequence of operation for each mechanical system, electrical control schematics, DDC input/output point schedules.
 - d. Commissioning Plan in accordance with PSPC Commissioning Guidelines: CP.3 - Guide to the development of the Commissioning Plan, latest edition.
 - e. Update the building load calculation, energy analysis and energy budget.
 - f. Submit at the stipulated progress submission all calculations for mechanical design and equipment selection. These calculations shall be bound (3-ring binder) and indexed.
 2. Calculations submitted shall not necessarily be reviewed. They are required for record purposes and in certain instances to assist in the understanding and interpretation of designs. Calculations shall be submitted in a format that is legible, neat and easily understandable.
 3. Specifications and an index of specifications. The specifications shall consist of typed and edited PSPC amended NMS sections, PSPC in-house master specs sections and NMS sections.

2.1.4.4 DELIVERABLES:

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

.1 99% Submission:

Complete specification and working drawings.

- a. 99% Commissioning plan and Systems Operations manual
- b. One copy of the complete colour schedules, including textures, sheens, super-graphics, colour chips and material samples.
- c. One copy of site information, soil investigating report, borehole logs, etc.
- d. One copy of support data, studies, calculations, etc., required by PSPC

- Engineering disciplines for final checking and record.
- e. One copy of updated Cost Plan and Project Schedule

.2 Final Submission:

1. This submission incorporates all revisions required by the review of the 99% submission. Provide the following:
 - a. Complete set of originals of the working drawings.
 - b. Complete sets of original specifications.
 - c. Class 'A' estimate
 - d. Complete Commissioning Plan
 - e. Complete Systems Operations manual
 - f. Complete set of original Colour Schedule.
 - g. One set of soil investigating report with amendments if any.
 - h. One set of designated substance survey report.
2. As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of the specifications.
3. Inspection Authorities Submission
 - a. Submit and obtain approval on plans and specifications required by Inspection Authorities before tender call.

RS 2.1.5 TENDER CALL, BID EVALUATION AND CONSTRUCTION CONTRACT AWARD

2.1.5.1 INTENT:

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

2.1.5.2 SCOPE AND ACTIVITIES:

1. General:

The Consultant shall:

1. Attend tenderers briefing meeting(s)
2. Prepare addenda based on questions arising in such meetings for issue by the Project Manager
3. Provide the Project Manager with all information required by tenderers to fully interpret the Construction Documents. The Project Manager will issue the addenda to all participants.
4. Keep full notes of all inquiries during the bidding period and submit same to Project Manager at the end, for PSPC records.
5. Assist in tender evaluation by providing advice on the following:
 - a. The completeness of tender documents in all respects.
 - b. The technical aspects of the tenders.
 - c. The effect of alternatives and qualifications which may have been included in the tender.
 - d. The tenderers capability to undertake the full scope of work.
 - e. The availability of adequate equipment to carry out the work.
6. If PSPC decides

- to re-tender the project, provide advice and assistance to the Project Manager
6. Revise and amend, at your cost, the construction documents to bring the cost of the work within the limits stipulated
 7. Examine and report on any cost and schedule impact created by the issue of tender / contract addenda
 8. Provide copies of all documents in the type and number specified in RS 1.1.6

2. Tender Call:

1. The Consultant shall, after acceptance of the final submission of the construction documents by the Departmental Representative, provide one (1) complete set of the approved working drawings stamped by a Professional Engineer digitally, suitable for reproduction, and two (2) sets of the approved specifications, one set to be suitable for reproduction and the other set to be properly bound and covered.
2. The Consultant shall, on request:
 - a. provide the Departmental Representative with information required for
 - b. interpretation and clarification of the construction documents;
 - c. assist in the evaluation and approval of equivalent alternative materials,
 - d. methods and systems;
 - e. assist with the preparation of addenda;
 - f. attend job or site showings as required.

3. Bid Evaluation and Construction Contract Award:

1. The Departmental Representative shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.
2. The Consultant shall, on request: a. review and evaluate the bids received for the construction of the Project, and advise on their relative merits; b. provide information to support price negotiations.

2.1.5.3 DELIVERABLES:

The Consultant shall provide the following:

1. Originals of drawings and specifications
2. Electronic copies of drawings and specifications.
3. Addenda where needed
4. Changes to the documents, if re-tendering is necessary
5. Updated cost estimate and/or schedule

RS 2.1.6 CONSTRUCTION AND CONTRACT ADMINISTRATION

2.1.6.1 INTENT:

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

2.1.6.2 SCOPE AND ACTIVITIES:

The Consultant shall:

1. During the implementation of the project, act on PSPC's behalf to the extent provided in this document
2. Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents and the municipality and building code requirements; the number of site visits to be determined at call-up
3. Keep PSPC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review
4. Ensure compliance with Commissioning Plan, update plan as necessary
5. Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor
6. Act as interpreter of the requirements of the Contract Documents
7. Provide cost advice during construction
8. Advise the Project Manager of all potential changes to scope for the duration of the implementation
9. Review the Contractor's submittals
10. Prepare and justify change orders for issue by the Departmental Representative
11. Indicate any changes or material/equipment substitutions on Record Documents
12. During the twelve (12) month warranty period investigate all defects and alleged defects and issue the instructions to the Contractor
13. Prepare and post Systems Operating Instructions
14. Finalize Systems Operations Manual
15. Conduct a final warranty review

2.1.6.3 SCOPE AND ACTIVITIES - DETAILS:

The Consultant shall:

2.1.6.3.1 Construction Meetings

1. Immediately after contract award, arrange a briefing meeting with the Contractor and the Departmental Representatives. Prepare minutes of the meeting and distribute copies to all participants and to other persons agreed upon with the Project Manager.
2. Call site meetings as frequently as required, commencing with the construction briefing meeting. The meetings should include the job superintendent, Inspector of Construction main sub-subcontractors, affected sub-consultants and Government Services representatives as necessary. Prepare minutes of the meeting and distribute copies to all participants. The Project Manager may invite client Departments to attend any of these meetings.
3. Advise the Departmental Representative of the dates and times of the proposed meetings;
4. Attend all such meetings; and
5. Maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof.

2.1.6.3.2 Project and Construction Schedule

1. As soon as practical after the award of the Construction Contract, request from the

- Contractor a detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule to the Departmental Representative;
2. Obtain Construction Schedule with detailed commissioning component shown separately, as soon as possible after contract award and ensure proper distribution.
 3. Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Department concerning any delays.
 4. Report to the Departmental Representative the progress of the construction.
 5. Notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays. Make every effort to assist the Contractor to avoid delays.

2.1.6.3.3 Time Extensions

1. Not approve any requests for time extensions. The Departmental Representative shall evaluate all requests from the Contractor for time extensions, and shall issue directions to the Contractor and the Consultant. Only the Department may approve any request for Time Extensions. Approval will be issued in writing by the Project Manager.

2.1.6.3.4 Cost Breakdown

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

2.1.6.3.5 Changes to list of sub-contractors

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

2.1.6.3.6 Labour Requirements

1. The Contractor is bound by the Contract to maintain competent and suitable workmen on the project and to comply with the Canada Department of Labour - Labour Conditions. Inform the Department of any labour situations that appear to require corrective action by the Department.
2. The Consultant shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

2.1.6.3.7 Bylaw Compliance

1. Ensure that construction complies with applicable bylaws and regulations. 2. Matters pertaining to the Department of Labour shall be referred to the Departmental Representative.

2.1.6.3.8 Construction Safety

1. All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada.
2. Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by the Fire Commissioner Canada.
3. In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety.
4. Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction. Notify the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time. Ensure the Contractor is mandate to provide Watchman Service as defined in FC 301 and by the Fire Commissioner.

2.1.6.3.9 Site Visits

1. Provide non-resident construction inspection services to meet municipal and building code obligations and ensure compliance with contract documents.
2. Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project.
3. Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
4. Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.
5. Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
6. Any directions, clarifications or deficiency list shall be issued in writing to PSPC.
7. Record and report to the Departmental Representative on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed; take digital photographs of the progress of the work and work to be rectified; include photographs into the reports; and recommend the action to be taken.

2.1.6.3.10 Clarifications and Interpretation

1. Provide clarification and interpretation of the construction documents or site conditions, in written or graphic form, as required in order that project not be delayed, to the Contractor for the proper execution and progress of the construction as and when necessary.

2.1.6.3.11 Progress Reports

1. Report to the Department regularly on the progress of the work. Submit weekly reports.

2.1.6.3.12 Work Measurement

1. If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.
2. When Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work. Record dimensions and quantities.

2.1.6.3.13 Detail Drawings

1. Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents.

2.1.6.3.14 Shop Drawings

1. Establish and implement a shop drawing handling/distribution protocol acceptable to the Project Team. Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
2. Specify in the construction documents the shop drawings that are to be submitted by the Contractor;
3. Review and take other appropriate action with reasonable promptness upon such contractor submittals as shop drawings, product data, and samples, for conformance with the general design concept of the work as provided in the Contract Documents.
4. Review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general design concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof; and provide the Departmental Representative with one (1) copy when such conformity is confirmed.
5. Verify that shop drawings include the project number and are recorded in sequence. 6. Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed with comments", "reviewed" or "rejected" by the Consultant before return to the Contractor.
6. Expedite the processing of Shop Drawings within the five (5) working days or the number of days agreed by the departmental representative.
7. On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

2.1.6.3.15 Inspection and Testing

1. Recommend the need for, and review, test reports of materials or construction.
2. Specify in the construction documents product and performance testing to be undertaken by the Contractor.
3. Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly.
4. Request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly.
5. Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing.
6. Ensure all testing is detailed within commissioning plan.
7. When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.
8. Review all test reports and take necessary action with Contractor when work fails to comply with contract.
9. Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.

10. Assist Departmental Representative in evaluating testing firm's invoices for services performed.

2.1.6.3.16 Training

1. Prior to tender, provide Department with recommended list of training to be undertaken
2. Ensure all training is detailed within the commissioning plan.

2.1.6.3.17 Changes to Construction Contract

1. The Consultant does not have authority to change the work or the price of the Contract.
2. Submit all requests and recommendations for changes to the Construction Contract and their implications to the Departmental Representative for approval
3. Changes which affect cost or design concept must be approved by the Department. 4. Upon Departmental approval obtain quotations from the Contractor in detail for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit promptly recommendations to the Departmental Representative.
4. The Departmental Representative will issue Consultant-prepared Change Orders to the Contractor, with copy to Consultant. The Departmental Representative shall issue Change Orders for all approved changes.
5. All changes, including those not affecting the cost of the project, will be covered by Change Orders.
6. The practice of "trade offs" is not allowed.

2.1.6.3.18 Contractor's Progress Claims

1. Request from the Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Contractor's first progress claim.
2. Review the progress claim (request for progress claim), for work and materials as per the requirements of the Construction Documents, submitted each month by the Contractor.
3. Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative for approval and processing.
4. If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.
5. Verify at each progress payment that Contractor has accurately recorded information on the site as-built set of Contract Documents.
6. The claims are made by completing the following forms where applicable:
 - a. Request for Progress Payment
 - b. Cost Breakdown for Unit and/or combined Price Contract
 - c. Cost Breakdown for Fixed Price Contract
 - d. Statutory Declaration Progress Claim
7. Review and sign designated forms and promptly forward claims to the Departmental Representative for processing.
8. Submit with each progress claim:

- a. Updated schedule of the progress of the work.
- b. Detailed photographs of the progress of the work.

2.1.6.3.19 Materials On Site

1. The Contractor may claim for payment of material on site but not incorporated in work.
2. Material must be stored in a secure place designated by the Department.
3. Detailed list of materials with supplier's invoice showing price of each item must accompany claim; Consultant shall check and verify the list.
4. Items shall be listed separately on the Detail Sheet after the break-down list and total.
5. As material is incorporated in the work the cost must be added to the appropriate Detail item and removed from the material list.

2.1.6.3.20 Acceptance Board

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

2.1.6.3.21 Substantial Performance (Interim) Inspection

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

2.1.6.3.22 Certificate of Substantial Performance (Interim)

1. Review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected.
2. Request from the Contractor, review for completeness and adequacy and provide the Departmental Representative with, all operation and maintenance manuals and any other documents or items to be provided by the Contractor, in accordance with the Construction Contract;
3. Prepare and submit to the Departmental Representative for approval and processing, and as a basis for payment to the Contractor, a Certificate of Substantial Performance (Interim) as required by the Construction Contract, together with supporting documents properly signed and certified.
4. Payment requires completion and signing, by the parties concerned, of the following documents:
 - a. Certificate of Substantial Performance
 - b. Cost Breakdown for Fixed Price Contract
 - c. Cost Breakdown for Unit or Combined Price Contract
 - d. Inspection and Acceptance
 - e. Statutory Declaration Certificate of Substantial Performance
 - f. Workmen's Compensation Board Certificate.
5. Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

2.1.6.3.23 Building Occupation

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

2.1.6.3.24 Operation and Maintenance Data Manual

1. Operation and Maintenance Data Manual: four (4) sets of each volume produced by Contractor in accordance with Sections 01 11 01, 01 77 00, 01 78 00 of project specification and verified for completeness, relevance and format by the Architectural, Mechanical and Electrical Consultants and submitted to PSPC Project Manager prior to interim acceptance or actual start of operation and instruction period, whichever occurs sooner. The Contractor shall retain one copy of each volume for his record and use during the instruction period.

2.1.6.3.25 Instruction of Operating Personnel

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

2.1.6.3.26 Keys

1. Ensure that all keys and safe combinations are delivered to the Department and/or the Client Department as applicable.

2.1.6.3.27 Final Inspection

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

2.1.6.3.28 Certificate of Completion (Final)

1. Advise the Departmental Representative when the construction has been completed in general conformity with the Construction Contract.
2. Make a final review of the construction with the Departmental Representative and the

Contractor and, if satisfactory, prepare and submit to the Departmental Representative for approval and final payment to the Contractor,

- a. Certificate of Completion (Final) as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.
3. The final payment requires completion and signing, by the parties concerned, of the following documents:
 - a. Certificate of Completion
 - b. Cost Breakdown for Fixed Price Contract
 - c. Inspection and Acceptance
 - d. Statutory Declaration Certificate of Completion
 - e. Cost Breakdown for Unit and/or Combined Price Contract
 - f. Workmen's Compensation Clearance Certificate
 - g. Certificate of Acceptance from Electrical Inspection Department
4. Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

2.1.6.3.29 Take-over

1. The official take-over of the project, or parts of the project, from the Contractor is established by the PSPC Project Team which includes the Consultant and the Client Department. The date of Certificate of Substantial Performance (Interim) and the Certificate of Completion (Final) signifies commencement of the 12 month warranty period for work completed on the date of each certificate in accordance with the General Conditions of the Contract.
2. Provide Department with original copy of Contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications. Verify their completeness and extent of coverage.

2.1.6.3.30 As-Built and Record Drawings and Specifications

1. Following the take-over and before issuance of the Certificate of Completion (Final), obtain as-built marked-up hard copy from the Contractor:
 - a. Show significant deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders and/or from On Site Instructions.
 - b. Check and verify all as-built information provided by Contractor for completeness and accuracy and submit to PSPC.
2. Produce Record Drawings by incorporating changes shown on Post-Contract Drawings, changes resulting from Change Orders and/or from On Site Instructions and As-Built information, into project drawings and specifications.
3. Verify that record drawings are suitable for digital printing or scanning, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and on site instructions.
4. Verify that record drawings are labeled "Record", dated and signed by the Consultant, and provide also a marked-up copy of the specifications recording changes related thereto.

5. Submit a complete set of Record Drawings and Specifications in number and format required by the Consultant Agreement within 8 weeks of final acceptance.
6. Provide a complete set of final shop drawings.

2.1.6.4 DELIVERABLES:

The consultant shall provide the following:

1. Written reports from site visits including persons involved
2. Written reports on the progress of the work and the cost of the project at the end of each month
3. Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
4. Post -Contract drawings
5. Interim or Final certificates
6. Debrief of Commissioning Activities
7. As built drawings (hard copy provided by Contractor)
8. Record drawings and specifications
9. Progress photographs during construction and final photographs (digital format)
10. Warranty deficiency list
11. Report on Final Warranty Review

RS 2.1.7 COMMISSIONING

2.1.7.1 INTENT:

The consultant shall provide the commissioning services to verify that the department's functional requirements are correctly interpreted during the design stage and contract documents, and that the building systems operate consistently at the peak efficiencies, under all normal load conditions, and within the specified energy budget.

As a member of the PSPC team, the Commissioning Manager represents the Owner's and User's interests, and is responsible for overseeing all commissioning activities during the development, implementation and post construction stages of the project.

Throughout this stage, the Consultant and Consultant's representatives on site will work closely with the Commissioning Manager, PSPC and the Contractor to implement commissioning activities and create useful, well integrated drawings, reports and manuals, in compliance with Contract Documents.

1. To define the operational and performance requirements of the Owner and User.
2. To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents
3. To ensure that appropriate and start-up and checkout procedures are employed for components, subsystems, including meaningful documentation for and certification of Quality Control reports and techniques under the normal **or enhanced** basic services and contractual procedures.
4. To ensure that the final product meets the specified requirements and the criteria set out in the project brief.
5. To document the operations, maintenance and management requirements, and transferring the completed works to qualified facility operators.

6. To minimize the life-cycle operating and maintenance costs.
7. To verify that the department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at peak efficiencies, under all normal load conditions **of the design intent**, and within the specified energy budget.

2.1.7.2 SCOPE AND ACTIVITIES:

The Consultant shall provide the services that include but not be limited to the following activities:

1. Provide complete documentation on the operations and maintenance requirements;
2. Prepare Systems Operations Manual (SOM). Contents of SOM and Contractor's Operation and Maintenance (O&M) manual shall be in accordance with PSPC Project Commissioning Manual latest edition;
3. Carry out various checks and tests to determine if the new facilities function in accordance with the contract documents;
4. Attend the commissioning testing to ensure that proper protocols are being maintained.
5. Identify Contractor and Sub-contractor commissioning, performance verification (PV) and testing responsibilities;
6. Plan the PV activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the Contractor and witnessed by the Consultant. Maintain detailed development reports and review with the Contractor for special systems such as Energy Monitoring and Control System (EMCS).
7. PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Commissioning Manager.
8. Ensure that the documentation and testing reports from the Commissioning Manager are submitted to the departmental representative in a proper, timely and organized fashion.
9. Prepare a training plan for the O&M staff to be trained on the operations of the new facilities. The training plan will recognize both short-term and long term requirements and shall employ both hard copy and visual techniques.

2.1.7.3 SCOPE AND ACTIVITIES - DETAILS:

1. The project will be accepted and the Certificate of Substantial Completion will be issued only after the Contractor meets the requirements of the contract and:
 - a. Successful completion of integrated systems tests, life safety support systems tests and after meeting all requirements of the authority having jurisdiction.
 - b. All test certificates, commissioning reports and commissioning documentation have been approved by the Departmental Representative.
2. During the Construction Phase, the consultant shall:
 - a. Monitor and report on contract commissioning activities,
 - b. Review and certify verification sheets as they are completed by the contractor,
 - c. Review commissioning schedule,
 - d. Witness all component, system and integrated systems tests,

- e. Review and comment on commissioning test results,
- f. Provide advice and recommendations for fine tuning,
- g. Finalize the Design Intent Report and Client / Users O&M Manual to reflect as-commissioned operation and maintenance of each system.

2.1.7.4 DELIVERABLES:

The Consultant shall provide the following:

1. Commissioning Plan,
2. Commissioning Specifications in Div 01,
3. CV Sheets to be executed by the Contractor,
4. PVT (Performance Verification Testing) Sheets to be executed by the Contractor,
5. Reviewed and Accepted Commissioning (Evaluation) Report.

RS 2.1.8 POST-CONSTRUCTION WARRANTY REVIEW

The Consultant shall:

1. Review if requested, during the Contractor's warranty period, any defects reported by the Departmental Representative;
2. 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported; at the end of any warranty period, carry out a final review of the Project and report to the Departmental Representative the status of defects.
3. If the Departmental Representative accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

RS 3.2 ADDITIONAL and SPECIALIZED SERVICES (As Required)

The Consultant shall coordinate and manage the additional and specialized services, provided by in-house resources, Sub-Consultants and /or Specialists* and required to complete project requirements in support of the requested services under a Call-Up.

*Sub-Consultants and/or Specialists refers to Consultants outside of those included in the Consultant's Team Identification, attached at Appendix C, and as identified under TP 10.1. (d) Disbursements.

The consultant may be requested to provide one or more of the as required services, listed below, either independently or as part of the project for the specific project call-up:

RS 3.2.1 Additional Services (As Required)

Investigations and Reports
Functional Programming
Feasibility Studies
Interior Design
Accessibility audits
Sustainability Strategies and Reports
Resident Services During Construction
Estimating and Cost Planning
Risk Management
Closure Report
Building code and Alternative solution report

Documentation and measured drawings
Materials and Systems Testing
Coordination of other sub-consultants and specialists
Administration of multiple contracts
Compliance / Technical / Peer Reviews
Other Additional Services

RS 3.2.2 Specialized Services (As Required)

Heritage Conservation Specialist
Landscape Architectural Design
Geotechnical Engineering
Civil Engineering
Sustainable Design Specialist
IT / Telecommunications Specialist
Building Code Specialist
Audio-visual Specialist
Acoustic Specialist
Security Specialist
Scheduling Specialist
Food Service / Kitchen Consultant
Vertical Transportation Specialist
Wayfinding and signage specialist
Urban Planning/Master Planning/ Community Engagements Specialist
BIM (Building Information Modeling) Specialist
Other Specialized Services