

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

*******NOTE: This is an example of the RFP documents that will be received by Bidders on the Supply Arrangement list. Canada reserves the right to modify these documents as needed for any RFP released under this Supply Arrangement.*******

SAMPLE

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK.....	4
1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)	4
1.4 SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB).....	4
1.5 DEBRIEFINGS	4
1.6 NATIONAL SECURITY EXCEPTION	5
1.7 CANADIAN CONTENT	5
1.8 EPOST CONNECT SERVICE	5
PART 2 - BIDDER INSTRUCTIONS.....	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 FORMER PUBLIC SERVANT.....	6
2.3 ENQUIRIES - BID SOLICITATION.....	7
2.4 APPLICABLE LAWS.....	8
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	8
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	21
6.5 AUTHORITIES	21
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	22
6.7 PAYMENT	22
6.8 INVOICING INSTRUCTIONS	23
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	23
6.10 APPLICABLE LAWS.....	24
6.11 PRIORITY OF DOCUMENTS	24
6.12 DISPUTE RESOLUTION.....	24
ANNEX E - APPENDIX 1: STATEMENT OF WORK (PROJECT BRIEF).....	25
ANNEX E – APPENDIX 2: TERMS OF PAYMENT	26
ANNEX E - APPENDIX 3: REQUIRED SERVICES AND DELIVERABLES.....	27
ANNEX E - APPENDIX 4: SECURITY REQUIREMENTS CHECK LIST.....	28
ANNEX E - APPENDIX 5: ELECTRONIC PAYMENT INSTRUMENTS	29

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

**ANNEX E – APPENDIX 6: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION 30**

SAMPLE

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The requirement is detailed under Annex E Appendix 1 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

This procurement is not subject to Comprehensive Land Claims Agreements.

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or by video conference.

1.6 National Security Exception

Not applicable.

1.7 Canadian Content

Not applicable.

1.8 epost Connect service

NOTICE TO SUPPLIERS Only arrangements submitted using epost Connect service will be accepted. The Supplier must send an email requesting to open an epost Connect conversation to the following address: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements 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 Standard Instructions 2008, or to send arrangements through an epost Connect message if the Supplier is using its own licensing agreement for epost Connect. It is the Supplier's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Supply Arrangements closing date. Due to the nature of the Request for Supply Arrangement, transmission of arrangements by facsimile or hardcopy to PWGSC will not be accepted.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2020-05-28\)](#), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003 \(2020-05-28\)](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.1.1 Submission of Bids

NOTICE TO BIDDERS: Only proposals submitted using epost Connect service will be accepted. The Supplier must send an email requesting to open an epost Connect conversation to the following address: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Proposals 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 Standard Instructions 2008, or to send arrangements through an epost Connect message if the Supplier is using its own licensing agreement for epost Connect. It is the Supplier's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Proposal closing date. Due to the nature of the Request for Proposal, transmission of arrangements by facsimile or hardcopy to PWGSC will not be accepted.

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

2.2.2 Limitation of submissions

1. A Bidder may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals 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. A contract whereby Canada contracts directly with a prime 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 Proponent. The Proponent 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, a Proponent shall not include in its submission another Proponent 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.

2.2 Former Public Servant

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](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the 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.

2.3 Enquiries - Bid Solicitation

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be provided electronically to all bidders. For further information, consult subsection 3 of the Submission of bids section.

All enquiries must be submitted in writing to the Contracting Authority no later than 10 (ten) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D Electronic Payment Instruments, to identify which ones are accepted.

If Annex E Appendix 5 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.4.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.4.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Not applicable.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2.1 Canadian Content Certification

Not applicable.

5.1.2.2 Set-aside for Aboriginal Business

Not applicable.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

Not applicable.

5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Rate or Price Certification

Not applicable.

5.2.3.4 Education and Experience

Not applicable.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

6.1.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

6.1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex E Appendix 1

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2020-05-08) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 SACC Manual Clauses

6.3.2.1 Insurance Terms

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

G2002C Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

G2001C Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

G3001C All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than the sum of the contract value. The Government's Property must be insured on Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risks Property insurance policy must include the following:

a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

b. Loss Payee: Canada as its interest may appear or as it may direct.

c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by _____ (insert department) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

6.3.2.2 Contract Security

GC9.1 (2009-05-29) Obligation to Provide Contract Security

1. The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

GC9.2 (2018-06-21) Types and Amounts of Contract Security

1. The Contractor shall deliver to Canada either (a) or (b).
 - a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount (excluding applicable tax(es)).
 - b. A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount (excluding applicable tax(es)).
2. A performance bond (form [PWGSC-TPSGC 505](#)) and a labour and material payment bond (form [PWGSC-TPSGC 506](#)) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by Canada.
3. A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3)(a) of GC9.2
 - a. a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the [Canadian Payments Act](#);
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;

-
- iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
 - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- a. made payable to bearer; or
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount that may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

6.3.3 Supplemental Conditions

SC01 Determination of Construction Cost

1. The Construction Cost, as defined in that **TERMS OF PAYMENT Annex E Appendix 2** initially will be determined based on the Estimated Construction Cost specified in the Request for Proposal. The Estimated Construction Cost will be adjusted periodically throughout the term of the contract to reflect the actual Construction Cost.
2. Any adjustment to the amount of a subcontract will require Canada's approval in writing. The Contractor will not be entitled to any additional fees other than the Construction Management/Project Management Fee.

3. Any request for adjusting the amount of a subcontract must be substantiated with a cost estimate breakdown identifying, as a minimum, all Labour, Material, and Plant costs and the amount of the allowance for the Subcontractor's undertaking of the work within the stipulated amount. The Contractor will ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - a) Labour rates will be established in accordance with applicable trade union agreements. Non-union labour rates will be established in accordance with industry standards. All labour rates will require approval by Canada in writing.
 - b) The costs of all Material and Plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - c) Allowances for the Subcontractor's profit, supervision, co-ordination, administration, overhead and the risk of undertaking the work will be negotiated by the Contractor for each change, and will represent a reasonable amount for the nature and complexity of each change. However, in no circumstance will the Subcontractor's allowance exceed 15%.
4. The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee will be equal to the actual cost of that portion of the Work plus the applicable Construction Management/Project Management Fee.

SC02 Determination of Price for Subcontract Changes

1. Price Determination Prior to Undertaking Changes
 - a. If a Lump Sum Arrangement applies to the subcontract between the Contractor and the Subcontractor or a part thereof, the price of any Subcontractor's change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed on in writing by the Contractor and Canada plus an allowance in accordance with SC01 3. c.
 - b. If a Unit Price Arrangement applies to the subcontract between the Contractor and the Subcontractor or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
 - c. A price per unit referred to paragraph b., will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed on by the Contractor and Canada, plus an allowance determined in accordance with SC01 3. c.
 - d. To facilitate approval of the price of the change or the additional price per unit as applicable, the Subcontractor will submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
 - e. If no agreement is reached as contemplated in paragraph 1. the price will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes".
2. Allowable Costs under paragraph 1. "Price Determination Prior to Undertaking Changes".
 - a. General

-
- i. The Subcontractor must submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 1. d. "Price Determination Prior to Undertaking Changes". The breakdown will itemize all labour, Material, Plant and equipment costs estimated by the Subcontractor, and the amount of the Subcontractor allowance;
 - ii. It is the responsibility of the Contractor to ensure that all prices included in the Subcontractor's breakdown, including those Subcontractors cost, are fair and reasonable in view of the terms expressed herein;
 - iii. The labour hours required for the contemplated change will be based on the estimated number of hours to perform the work;
 - iv. Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada;
 - v. Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates;
 - vi. Allowances referred to in paragraph 2. d.- "Allowance to the Subcontractor" below are not to be included in the hourly labour rates;
 - vii. Credit for work deleted will only be for the work directly associated with the change;
 - viii. When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Subcontractor would have incurred had the work not been deleted;
 - ix. Allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will not be applied to any credit amounts for deleted work;
 - x. In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 2. d. "Allowance to the Subcontractor" below will apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The allowance will only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions;
 - xi. If the contemplated change in the work necessitates a change in the Contract completion date, or has an impact on the work, the Contractor will identify and include the resulting cost in the breakdown.

b. Hourly Labour Rates

- i. The hourly labour rates listed in the Subcontractor's breakdown will be determined in accordance with the collective agreements that are applicable at the site of the work and will include:
 - (a) the base rate of pay;
 - (b) vacation pay;
 - (c) benefits which includes:
 - Welfare contributions;
 - Pension contributions;
 - Union dues;
 - Training and industry funds contributions; and

-
- Other applicable benefits, if any that can be substantiated by the Subcontractor;
 - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - Employment Insurance contributions;
 - Canada Pension Plan or Quebec Pension Plan contributions;
 - Worker's Compensation Board or " Commission des normes, de l'équité, de la santé et de la sécurité du travail " premiums;
 - Public Liability and Property Damage insurance premiums; and
 - Health tax premiums.
 - ii. In the case of non-union labour, all rates claimed will be in accordance with industry standards and the Subcontractor will provide satisfactory proof of the rates actually paid
 - c. Material, Plant and Equipment Costs
 - i. The costs of all purchases and rentals will be based on the actual amount paid to the suppliers by the Subcontractor and said costs are to include all applicable discounts.
 - d. Allowance to the Subcontractor
 - i. The allowances provided will be considered as full compensation for:
 - (a) supervision, coordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - (b) miscellaneous additional costs related to
 - The purchase or rental of material, plant and equipment;
 - The purchase of small tools and supplies;
 - Safety and protection measures; and
 - Permits, bonds, insurance, engineering, as built drawings, commissioning, and site office.
3. Price Determination Following Completion of Changes
- a. If it is not possible to predetermine, or if there is failure to agree on the price of a change in the Work, the price of the change will be equal to the aggregate of:
 - i. all reasonable and proper amounts actually expended or legally payable by the Subcontractor for labour, Plant and Material that fall within one of the classes of expenditure described in paragraph b. that are directly attributable to the performance of the Contract;
 - ii. an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is determined in accordance with SC01 3. c.; and
 - iii. interest on the amounts determined under subparagraphs a. i. and a. ii. of paragraph 3. calculated in accordance with GC5.11, "Interest on Settled Claims";
 - b. The cost of labour, Plant and Material referred to in subparagraph a. i. and a. ii. of paragraph 3 will be limited to the following categories of expenditure:
 - i. payments to subcontractors and suppliers;

-
- ii. wages, salaries bonuses and, if applicable, travel and lodging expenses of employees of the Subcontractors located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Subcontractor generally employed at the head office or at a general office of the Subcontractor provided they are actually and properly engaged on the Work under the Contract;
 - iii. assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - iv. rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Subcontractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - v. payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - vi. payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the subcontract;
 - vii. payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the subcontract; and
 - viii. any other payments made by the Subcontractor with the approval of Canada that are necessary for the performance of the subcontract.

4. Price Determination - Variations in Tendered Quantities

- a. Except as provided in subparagraphs b., c., d. and e., if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Subcontractor will perform the Work or supply the Plant and Material required to complete the item and payment will be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the subcontract.
- b. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the subcontract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Subcontractor will, on request, provide Canada with:
 - i. detailed records of the actual cost to the Subcontractor performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - ii. the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- c. If agreement is not reached as contemplated in subparagraph b., the price per unit will be determined in accordance with paragraph 3. "Price Determination Following Completion of Changes"

- d. If it appears that the final quantity of labour, Plant and Material under a price per unit item will be less than 85 percent of the estimated tendered quantity, either party to the subcontract may make a written request to the other party to negotiate a change to the price per unit for the item if:
- i. there is a demonstrable difference between the unit cost to the Subcontractor of performing or supplying the estimated tendered quantity and the unit cost of the Subcontractor for performing or supplying the final quantity; and
 - ii. the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- e. For the purposes of the negotiation referred to in subparagraph d.
- i. the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - ii. in no event will the total price for an item that has been amended as a result of a reduction in quantity under subparagraph d., exceed the amount that would have been payable to the Subcontractor had 85 percent of the tendered quantity actually been performed or supplied.

6.4 Term of Contract

Not applicable.

6.4.1 Period of the Contract

The Work is to be performed during the period of _____ to _____

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Terms of Payment

Information provided in Annex E Appendix 2

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.10 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex E Appendix 1, Statement of Work;
- (e) Annex E Appendix 2, Terms of Payment
- (f) Annex E Appendix 4, Security Requirements Check List;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX E - APPENDIX 1: STATEMENT OF WORK (Project Brief)

This is a project brief template and required services template which will be populated for a RFP package issued under this Supply Arrangement

SAMPLE



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

Supply Arrangement

Revision #:
Revision Date:

For RFP's Incorporating Multiple Projects

For RFP's (and resulting Contracts) consisting of multiple projects and/or work sites, prepare a covering document that summarizes: (a) how the information comprising the Project Brief(s) and Annex A Required Services and Required Deliverables are organized and (b) how information required from the Contractor is to be organized, principally the deliverables. Typically, a separate Project Brief and Annex A Required Services and Required Deliverables will be provided for each project, so, for contracts consisting of multiple projects, there will be multiple Project Briefs and Annex A documents; the covering document should explain this.

For most situations of multiple projects in a single RFP/Contract, PWGSC will want the Contractor to uniquely submit the series of deliverables named within the Statement of Work/DID Standard for each individual project. However, the Technical Authority (TA) may wish certain deliverables be submitted at the Contract level and therefore report the required information for all projects in the one deliverable. For example, the TA may wish to meet once a month with the Contractor to discuss all the projects during one meeting; therefore the results of this single meeting would be reported in a single Project Meeting Minutes (DID RP3.1-PD-03) deliverable. Further, at the TA's discretion, PWGSC may seek unique deliverables for each project and may also seek the same deliverable as a summary report on all the individual projects collectively. For example, a Lessons Learned Log (DID RP3.1-PD-41) may be submitted for each project as well as for the aggregate of all of the projects.

In reference to the invoicing instructions found in the Terms of Payment, state:

- How the Contractor should break down the invoice to account for the multiple projects*
- Whether the Contractor must submit form H4016C (Progress Reports) and form 9143 (Contract Plan and Report Form) for each project or as single submission for all projects*

Relative to PR 1.4 Performance Measurement below, if any of the measures are to be applied to the aggregate of all of the projects state it here and explain how the measurement(s) will function.

PR 1 PROJECT BRIEF

PR 1.1 Project Specifics

PR 1.1.1 PWGSC Project Title: *To be provided.*

PR 1.1.2 Facility Name and Location of the Project: *To be provided.*



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

PR 1.1.3 PWGSC Project Number: *To be provided.*

PR 1.1.4 PWGSC Technical Authority and Project Manager: *To be provided.*

PR 1.2 Project Outline

PR 1.2.1 Purpose of the Project

Provide the reason for the project in the context of GCworkplace. A fit-up so many square meters to standards including GCworkplace and WP 2.0. Also state how much space is activity based workplace versus, where applicable, SPS, ministerial/deputy, quasi-judicial.

PR 1.2.2 Project History Synopsis and Documentation

Provide background, major areas of work including references to the relevant previous work including the Functional Program and other studies and reports. Include:

- *short and relevant history of project*
- *summary of pertinent research, planning and recommendations*
- *context – part of a long range planning strategy, maintenance project, temporary accommodation*
- *decisions taken, impact for future design options*
- *description of building or structure*
- *elaboration of client need*
- *list of relevant stakeholders*
- *site characteristics, challenges*
- *federal/corporate objectives including sustainability*
- *sensitivities*

PR 1.2.3 Scope of Work

Provide project specific details/instructions. This should not duplicate the work described in the Statement of Work in the Supply Arrangement.

PR 1.2.3.1 Standard Services

Refer to the RFSA SOW and annexes for the work to be performed. For adjustment to the Statement of Work services and/or the Deliverables specific to this project, refer to Annex A – Required Services and Required Deliverables.

PR 1.2.3.2 Project Unique Services

Provisional for circumstances where PWGSC wishes to add related, in scope requirements. At the discretion of the Technical Authority, it may be necessary to seek a technical proposal(s) as part of the RFP in order to assess the respondent's qualifications to perform the additional work. Where a technical proposal(s) is required, it will be evaluated from a pass/fail perspective only; where the respondent does not pass a technical requirement(s) their proposal will not be considered further. The technical proposal requirements will be described in the RFP Documents



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

Describe the unique services required that were not part of the Supply Arrangement Statement of Work.

PR 1.2.3.3 Reference Documents

PR 1.2.3.3.1 Functional Program

Provide the Functional Program information which typically contains the following:

- *recommended GCworkplace Activity Profile*
- *functional adjacency requirements*
- *vertical & horizontal stacking recommendations*
- *preliminary security and IT (communications and data) requirements*
- *Special Purpose Space requirements*
- *recommended GCworkplace Workpoints*
- *GCworkplace Space Planning Workbook*
- *information related to the proposed re-use of existing furniture*
- *tenant-specific accessibility requirements*
- *Preliminary Concept Floor Plans*

The Preliminary Concept Floor Plans respect the maximum allocation as per the Space Allocation Standards and reflect the approved 99% functional program. They contain sufficient detail (including furniture, workstations etc.) to graphically illustrate the functional program requirements and be consistent with the building's configuration and systems including as a minimum: mechanical, electrical, structural, communications/data, security. The following elements are included:

- *identification of all partition including door swings*
- *circulation paths*
- *proposed workpoint layouts for both enclosed and open workpoints*
- *support space; ministerial and deputy accommodations; and quasi-judicial*
- *Special Purpose Spaces as required to illustrate the overall design strategy*
- *identification of all areas including the name, room numbers and size*

PR 1.2.3.3.2 Building Capacity Assessment Report

Provide the Building Capacity Assessment Report. The assessment examines the capability of the existing building infrastructure and systems to determine how effectively the building(s) meets Client Department/tenant functional requirements and PWGSC standards including Government of Canada GCworkplace Fit-up Standards and make recommendations to suit. Infrastructure and systems examined include as a minimum, architectural, interior design, mechanical, electrical, structural, conveying system, communication/data, and security. The Report typically includes the following contents:

- *results of site investigations and comprehensive review of the project requirements*
- *location and capability of existing infrastructure and building systems*
- *deferred maintenance; curable/incurable equipment obsolescence; design problems and deficiencies that are likely to affect the Client Department requirements*
- *identification of all deficiencies, potentials and constraints with the existing building systems to support the Client Department's functional requirements and proposed planning alternatives*
- *areas of concern including an assessment of their impact on space, time and budget*
- *preliminary recommendations and alternative remedial measures for areas of concern*



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

- *in buildings or floor spaces where existing construction and or fit-up exist and are to be reused*

PR 1.2.3.3.3 Other Project-Relevant Information

Provide other information which could include:

- *as-built drawing*
- *single-line diagrams*
- *Building Condition Reports (identifies the capital improvement requirements necessary to maintain an asset at a specified level, throughout and at the end of a set planning horizon)*
- *building specific studies relevant to the project*
- *Designated Substance Report*
- *Asbestos Management Plan (<https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/nga-ams-eng.htm>)*

The Project Brief may also point to building-specific information that would not be considered relevant for purposes of the RFP but that would be obtained on site from the Building Control Authority, once the contract is awarded.

PR 1.2.4 Project Implementation

PR 1.2.4.1 General strategy

Provide specific implementation requirements, opportunities, constraints, limitations, etc. resulting from client operational needs, building operations, etc. Be sure to cross-reference PR 1.2.7 and PR 1.3 Schedule Performance which also speaks to site access and working time limitations.

Examples for the design development phase:

- *related projects with which coordination will be required*
- *known delays or potential delays in the project*

Examples for the construction phase:

- *space and/or building occupancy during construction*
- *limitations related to excessive noise*

PR 1.2.4.2 Environmental Protection and Sustainable Development

Environmental protection and Sustainable Development work is to be done as described in the SOW in light of the Annex A.

Below are specific details to guide the project. (delete if Project Sustainability Strategy is not required, sustainability certification is not required and evaluation of project GhG emissions is not required; this should align with Annex A)

If applicable, reference and provide the PSPC Project Sustainability Planning and Tracking Tool as an annex.

If applicable, indicate the desired sustainability certification.

If applicable, reference and provide the GHG emissions evaluation report as an annex.



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

PR 1.2.4.3 Stewardship of Federal Heritage Buildings *(delete if no movable heritage assets or not in a Federal Heritage Building; this should align with Annex A)*

If applicable, describe that heritage values and character-defining elements of a Federal Heritage Building. Provide supporting documents as annexes. Provide the Heritage Conservation Approach Brief as an annex.

In applicable, provide a listing of movable heritage assets anticipated to impacted by the Work.

PR 1.2.4.4 Relocation Services to be Delivered by Subcontractors *(delete if no relocation services; this should align with Annex A)*

If applicable, provide a description of the relocation services including locations, square meters to be relocated, any temporary storage required, timing/phasing, etc.

PR 1.2.5 Estimated Construction Cost, Relocation Cost and Cost Constraints

Provide this amount – PSPC Estimated Construction Cost. It is the total estimated cost of the construction Work intended to be subcontracted by the Contractor in accordance with SOW 3.4.3 Construction to be Delivered by Subcontractors.

Also provide this amount – Estimated Relocation Cost. It is the total estimated cost of the relocation Work intended to be subcontracted by the Contractor in accordance with SOW 3.5 Relocation Services to be Delivered by Subcontractors.

Finally, provide any other relevant estimated cost amounts that may be useful to the Contractor in preparing their bid. These cost may originate with the Investment Analysis Report and/or be revised or refined costs estimates generated via the Functional Program.

Provide any constraints related to project cost or budget.

PR 1.2.6 Access to the Site

During the design development phase of the project the Contractor must pre-arrange site visit times with the Technical Authority (or the Building Control Authority if so delegated by the Technical Authority) at least 1 week (or other timeframe) in advance.

Provide any limitations with respect to site access during the design development phase such as unoccupied sites can be accessed during business hours, or occupied may only be accessed outside of business hours.

Provide a description of the intended construction site access and any limitations to days/hours with respect to site access and/or working hours. Consider the proposed construction site under control of the Contractor (i.e. the time or space to be assigned to the Contractor) and any limitations to Contractor access to common elements such as loading docks, elevators and hallways.

Access to the Work site may be affected by Provincial Public Health measures implemented as a result of the COVID-19 pandemic.



Project Brief
R.XXXXXX.XXX

Project Name and Location
Date

PR 1.3 Schedule Performance

Provide schedule constraints and desired dates for delivery of key milestones. These should form the basis for the On-time Performance Indicators.

Provide schedule implications for the related projects indicated above (if any), schedule constraints such as lease termination, or important impacts of this projects on the program of accommodations projects, internal approvals to be obtained and their timeframes, or any other schedule limitation that is out of the control of the contractor and needs to be accounted for in their schedule.

PR 1.4 Performance Measurement

State whether the Indigenous Opportunities KPI is applicable to the project.

State the maximum available performance incentive available to the project.

State the distribution of the total incentive available for the project to the individual KPI's applicable to the project. For every RFP/Contract at least the Effective Risk Mitigation, Achieve On-Time Performance of the Project, and Deliverable Quality KPI's will have incentive applied as they are always applicable to each project. Indigenous Opportunities is applied to the project if desired. The entire maximum available performance incentive is therefore divided among the three or four KPI's, depending on whether Indigenous Opportunities is applicable to the specific project.

Relative to the Performance Measurement Manual, more specific details on KPI measurement are to be provided herein including scoring and additional measurement procedures.

Effective Risk Mitigation KPI:

- provide the assigned scoring regime*

Achieve On-Time Performance of the Project KPI:

- state any desired checkpoints and their associated completed by dates (note that these dates are subsequently subject to negotiation with the Contractor who is awarded the Contract)*
- state the distribution of the total available incentive including the specific weighting for each of the mandatory checkpoints and the total weighting to be shared between the additional checkpoint(s), should additional checkpoints be desired*
- state additional checkpoints to be included (i.e. identified at the time of the RFP), should they be desired, and/or state whether additional checkpoints are being reserved to be identified after contract award*

Deliverable Quality KPI:

- state the scoring scenario (i.e. tolerated number of rejections per each deliverable, value of the deduction per rejection per each deliverable)*

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX E – APPENDIX 2: Terms of Payment

This document illustrates the basis of payment for RFPs issued under this Supply Arrangement and illustrates the bidding form for submission of the bid during the RFP process.

SAMPLE

Terms of Payment

TP1	Basis of payment
TP2	Limitation of Expenditures
TP3	Fees
TP4	Construction Costs
TP5	Relocation Costs
TP6	Performance Measurement
TP7	Contractor Incentive Program
TP8	Payment
TP9	Invoice

TP1 Basis of Payment

1. The Basis of Payment covers the entirety of the payments to be made to the Contractor pursuant to the performance of the Contract. The Contractor will be paid the Fixed Prices as determined in accordance with TP2 Limitation of Expenditures, paid Fees determined in accordance with TP3 Fees, paid the Construction Costs determined in accordance with TP4 Construction Costs, paid Relocation Costs determined in accordance with TP5 Relocation Costs. The Contractor may also be eligible for incentive payments in accordance with TP6 Performance Measurement and TP7 Contractor Incentive Program.

Table 1

SOW section(s)	Payment type	Frequency/details	Method of Payment
3.3 – Design and 4.0 - Requirements Related to All Services	Limitation of Expenditure for Design paid according to the progress and level of effort as per Contractor Proposal subject to Change Order Process	in arrears Monthly	Monthly as per progress payment form invoice, as supported by DID RP3.1-PD-02: Project Status Report
3.4.2 - Site Coordination and Facilitation for Construction and 4.0 - Requirements Related to All Services	Limitation of Expenditure for Site Coordination and Facilitation for Construction paid according to the progress and level of effort as per Contractor Proposal subject to Change Order Process	in arrears Monthly	Monthly as per progress payment form invoice, as supported by DID RP3.1-PD-02: Project Status Report
3.3.4 Furniture and IT Equipment Peripherals and 4.0 - Requirements Related to All Services	Limitation of Expenditure for Furniture and IT Equipment Peripherals paid according to progress as per Contractor Proposal	in arrears Monthly	Monthly as per progress payment form invoice

	subject to Change Order Process		
3.2 (Scope of Services for Project Management), and - 4.0 - Requirements Related to All Services	% fee as applied to the reimbursable Construction (3.4.3) and Relocation Services Costs (3.5)	in arrears Monthly	Monthly as per progress payment form invoice, as supported by DID RP3.1-PD-02: Project Status Report
3.4 (Scope of Services for Construction but excluding 3.4.2) and 4.0 - Requirements Related to All Services	% fee as applied to the reimbursable Construction (3.4.3) and Relocation Services Costs (3.5)	in arrears Monthly	Monthly as per progress payment form invoice, as supported by DID RP3.1-PD-02: Project Status Report
3.4.3 Construction to be Delivered by Subcontractors and 4.0 - Requirements Related to All Services	Actual costs in arrears	in arrears Monthly	Monthly as per progress payment form invoice
3.5 Relocation Services to be Delivered by Subcontractors and 4.0 - Requirements Related to All Services	Actual costs in arrears	in arrears Monthly	Monthly as per progress payment form invoice
4.13 Performance Measurement	Lump-sum Incentive	in arrears Monthly as eligibility requirements are met	Monthly as per progress payment form invoice (as applicable)
4.12 Contractor Incentive Program (if applicable)	Lump-sum Incentive	in arrears Monthly as eligibility requirements are met	Monthly as per progress payment form invoice (as applicable)

TP2 Limitation of Expenditures

1. The prices will be considered as full compensation for all Costs related to the specified Services unless otherwise listed in the Contract, including but not limited to those relating to the following:
 - a. all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking.
 - b. the actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Statement of Work and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits.
 - c. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;

- d. Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
 - e. All other costs which may be considered disbursements unless specifically listed;
 - f. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
 - g. All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses
2. With respect to the Design (SOW Section 3.3 Scope of Services for Design and Section 4.0 - Requirements Related to All Services)
 - a. The Price for Design is: \$(price as per proposal) before taxes.
 - b. The Price for Design Work will be progressively paid monthly as per the progress report [PWGSC-TPSGC 1111](#) (Claim for Progress Payment). All certificates appearing on form PWGSC-TPSGC 1111 must have been signed by the authorized representative.
3. With respect to Site Coordination and Facilitation for Construction (SOW section 3.4.2 Site Coordination and Facilitation for Construction and Section 4.0 - Requirements Related to All Services)
 - a. The Price for Site Coordination and Facilitation for Construction is: \$(price as per proposal) before taxes.
 - b. The Price for Site Coordination and Facilitation for Construction will be progressively paid monthly as per the progress report [PWGSC-TPSGC 1111](#) (Claim for Progress Payment). All certificates appearing on form PWGSC-TPSGC 1111 must have been signed by the authorized representative.
4. With respect to Furniture and IT Equipment Peripherals (SOW section 3.3.4 and Section 4.0 - Requirements Related to All Services)
 - a. The Price for Furniture and IT Equipment Peripherals is: \$(price as per proposal) before taxes
 - b. The All Inclusive Furniture Procurement and Installation Price will be paid as per the progress report [PWGSC-TPSGC 1111](#) (Claim for Progress Payment) when furniture is delivered to the site and when it is installed. All certificates appearing on form PWGSC-TPSGC 1111 must have been signed by the authorized representative.
5. Limitation of Expenditures are subject to the changes order process outlined in SC01 and SC02.

TP3 Fees

1. The Fees described in this section is payable to the Contractor. No other fees are payable to the Contractor.
2. The Project Management Fee is: (% as per proposal) %
 - a. The Fee will be considered as full compensation for all Costs related to Project Management (see SOW sections 3.2 - Scope of Services for Project Management, and including 4.0 - Requirements Related to All Services) unless otherwise listed in the Contract, including but not limited to those relating to the following:
 - i. all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any printing, photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities,

furniture, office equipment and supplies, taxi charges, parking. Note: The costs of temporary services and site facilities including sanitary facilities are included in fixed price for Site Coordination and Facilitation for Construction.

- ii. the actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Statement of Work and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. Do not include contracted personnel of sub-trades that will perform the construction;
 - iii. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
 - iv. Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
 - v. All other costs which may be considered disbursements unless specifically listed;
 - vi. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
 - vii. All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses
 - viii. Independent construction-related inspection and testing services where these may be required
 - ix. Contractor contribution to site engineering, as-built drawings, operation and maintenance manuals, and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities
 - x. x. Safety measures and requirements
- b. The determination of the Project Management Fee amount will recognize that the Construction Cost and Relocation Cost vary as the project develops (see TP4 – Construction Costs and TP-5 – Relocation Costs). At the bidding stage, the Project Management Fee will be multiplied by PSPC Estimated Construction and Relocation Cost to arrive at the total price for Project Management for purposes of bid evaluation. This amount will also be used to calculate the total Limitation of Expenditure for the winning Contract. Once under contract, when the project reaches the tender phase where the construction and relocation packages are tendered by the Contractor and entered into the Contract as fixed costs, the Project Management Fee will thereafter be multiplied by the sum of the Fixed Construction Cost Amount and Fixed Relocation Cost Amount (see TP-4 and TP-5) to arrive at the revised total price for Project Management. The new amount will be amended into the Contract. Finally, if either or both the Fixed Construction Cost Amount and Fixed Relocation Cost Amount change during delivery of construction and relocation Work, each time this occurs the new Fixed Construction Cost Amount and/or Fixed Relocation Cost Amount will be amended into the Contract and the Project Management Fee will again be multiplied by the sum of the new fixed costs to arrive at a revised total price for Project Management. Any incremental change in the total fee should be reflected on the Contract's next invoice.
- c. Any amount above the Fixed Construction Cost Amount and Fixed Relocation Cost Amount is subject to the Change Order Process (SC01 and SC02).
3. The Construction Management Fee is: (% as per proposal) %
- a. The Fee will be considered as full compensation for all Costs related to Construction Management (see SOW sections 3.4 - Scope of Services for Construction (but excluding 3.4.2) and including 4.0 - Requirements Related to All Services) unless otherwise listed in the Contract, including but not limited to those relating to the following:
 - i. all overhead, administration, mark-up and profit for the Contractor's operations, including, but not limited to standard office expenses such as any printing,

- photocopying, computer and software costs, Internet, all telephone and fax, cellular telephones, depreciation, rent and maintenance of office facilities, furniture, office equipment and supplies, taxi charges, parking. Note: The costs of temporary services and site facilities including sanitary facilities are included in fixed price for Site Coordination and Facilitation for Construction.
- ii. the actual cost of all personnel employed or contracted by the Contractor to deliver the services specified in the Statement of Work and includes all payroll costs such as salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits. Do not include contracted personnel of sub-trades that will perform the construction;
 - iii. The salaries, benefits or other compensation for the Contractor's officers, directors, principals and support staff;
 - iv. Travel and accommodation costs related to the Work for the duration of the Contract, of the Contractor's personnel;
 - v. All other costs which may be considered disbursements unless specifically listed;
 - vi. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, unless otherwise expressly provided herein;
 - vii. All field personnel such as superintendents, health and safety officers, assistant superintendents, field engineers, commissioning agent, etc., including vehicles and vehicle expenses
 - viii. Independent construction-related inspection and testing services where these may be required
 - ix. Contractor contribution to site engineering, as-built drawings, operation and maintenance manuals, and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities
 - x. Safety measures and requirements
- b. The determination of the Construction Management Fee amount will recognize that the Construction Cost and Relocation Cost vary as the project develops (see TP4 – Construction Costs and TP-5 – Relocation Costs). At the bidding stage, the Construction Management Fee will be multiplied by PSPC Estimated Construction and Relocation Cost to arrive at the total price for Construction Management for purposes of bid evaluation. This amount will also be used to calculate the total Limitation of Expenditure for the winning Contract. Once under contract, when the project reaches the tender phase where the construction and relocation packages are tendered by the Contractor and entered into the Contract as fixed costs, the Construction Management Fee will thereafter be multiplied by the sum of the Fixed Construction Cost Amount and Fixed Relocation Cost Amount (see TP-4 and TP-5) to arrive at the revised total price for Construction Management. The new amount will be amended into the Contract. Finally, if either or both the Fixed Construction Cost Amount and Fixed Relocation Cost Amount change during delivery of construction and relocation Work, each time this occurs the new Fixed Construction Cost Amount and/or Fixed Relocation Cost Amount will be amended into the Contract and the Contract Management Fee will again be multiplied by the sum of the new fixed costs to arrive at a revised total price for Construction Management. Any incremental change in the total fee should be reflected on the Contract's next invoice.
 - c. Any amount above the Fixed Construction Cost Amount and Fixed Relocation Cost Amount is subject to the Change Order Process (SC01 and SC02).
4. The Construction Management and Project Management Fees that were provided at the bidding stage will not change over the course of the Contract.

TP4 Construction Costs

1. The Limitation of Expenditure for Construction is: \$(price as per proposal)
2. Determination of Construction Cost
 - a) The Construction Cost will initially be determined based on the estimated construction cost specified by PWGSC in the Request for Proposal via the PSPC Estimated Construction and Relocation Cost.
 - b) The Construction Cost will be adjusted periodically throughout the term of the Contract to reflect the tendered Construction Cost (see "c" below), and any subsequent adjustments to the tendered Construction Cost having received Canada's approval (see "d" below).
 - c) Once the design of the Project has sufficiently progressed, and with PWGSC's concurrence, the Contractor shall tender the construction Work via appropriate Work packages and promptly present to PWGSC for their consideration and approval of a proposed detailed Fixed Construction Price. See SOW 3.4.3 Construction to be Delivered by Subcontractors and 4.4 Comply with Procurement and Contracting Requirements. Based on the results of the tendering and PWGSC's approval of the Contractor's Fixed Construction Price, it is understood that the Contractor will enter into subcontracts, with these subcontracts forming the basis of the Fixed Construction Cost Amount to be amended into the Contract. If necessary, the Contractor should amend the project schedule for the construction Work via DID RP3.1-PD-02: Project Status Report, Annex B Detailed Schedule.
 - d) Any change to the amount of a subcontract that will cause a change in the Fixed Construction Cost Amount will require Canada's approval in writing. Changes will be addressed in accordance with SC-02 Determination of Price for Subcontract Changes. The Contractor will not be entitled to any additional fees for these changes other than those arising through the application of the Construction Management/Project Management Fee.

3. Construction Costs

- a. Construction Costs will include the actual, reasonable and direct cost of subcontracts including:
 - ii. Labour
 - iii. Materials incorporated into the Work, including costs of transportation;
 - iv. Materials, products, supplies, equipment which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the subcontractor;
 - v. Tools, machinery and equipment, exclusive of hand tools, used in the performance of the Work, whether rented by the subcontractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
 - vi. Subcontractor contribution to site engineering, as-built drawings, operation and maintenance manuals, and all other documents required to be provided prior to certification of Substantial Performance, as well as commissioning activities;
- b. The Contractor will not use its own forces or the forces of a non-arm's length entity to provide construction Work unless the Contractor has been specifically authorized to do so by Canada. See SOW 3.4.3 Construction to be Delivered by Subcontractors.
- c. However, the Contractor will be reimbursed for the labour expended by the Contractor's forces for any construction Work which received prior approval from the Technical Authority. Construction costs associated with the Contractor's forces that have been authorized by the Technical Authority will be paid monthly in arrears.

- d. Any costs incurred by the Contractor due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work will be borne by the Contractor.

TP5 Relocation Costs (if applicable)

1. The Limitation of Expenditure for Relocation Costs is: \$(as per proposal)
1. Determination of Relocation Cost
 - a) The Relocation Costs will initially be determined based on the estimated relocation cost specified by PWGSC in the Request for Proposal via the PSPC Estimated Construction and Relocation Cost.
 - b) The Relocation Cost will be adjusted periodically throughout the term of the Contract to reflect the tendered Relocation Cost (see "c" below), and any subsequent adjustments to the tendered Relocation Cost having received Canada's approval (see "d" below).
 - c) Once the Project has sufficiently progressed to verify the full scope of required relocation services, and with PWGSC's concurrence, the Contractor shall tender the relocation Work and promptly present to PWGSC for their consideration and approval a proposed detailed Fixed Relocation Price. See SOW 3.5 Relocation Services to be Delivered by Subcontractors and 4.4 Comply with Procurement and Contracting Requirements. Based on the results of the tendering and PWGSC's approval of the Contractor's Fixed Relocation Price, it is understood that the Contractor will enter into a subcontract(s), with this subcontract(s) forming the basis of the Fixed Relocation Cost Amount to be amended into the Contract.
 - d) Any change to the amount of a subcontract that will cause a change in the Fixed Relocation Cost Amount will require Canada's approval in writing. Changes will be addressed in accordance with SC-02 Determination of Price for Subcontract Changes. The Contractor will not be entitled to any additional fees for these changes other than those arising through the application of the Construction Management/Project Management Fee.
2. **Relocation Costs**
 - a) Relocation Costs will include the actual, reasonable and direct cost of subcontracts including:
 - ii. Labour
 - iii. Materials incorporated into the Work, including costs of transportation;
 - iv. Materials, products, supplies, equipment which are consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of the subcontractor;
 - v. Tools, machinery and equipment used in the performance of the Work, whether rented by the subcontractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
 - b) The Contractor will not use its own forces or the forces of a non-arm's length entity to provide relocation Work unless the Contractor has been specifically authorized to do so by Canada. See SOW 3.4.3 Relocation Services to be Delivered by Subcontractors.
 - c) However, the Contractor will be reimbursed for the labour expended by the Contractor's forces for any relocation Work which received prior approval from the Technical Authority. Relocation costs associated with the Contractor's forces that have been authorized by the Technical Authority will be paid monthly in arrears.
 - d) Any costs incurred by the Contractor due to failure on the part of the Contractor to exercise reasonable care and diligence in the Contractor's attention to the Work will be borne by the Contractor.

TP6 Performance Measurement

1. **Performance Incentive Linked to Key Performance Indicator Results**

Under SOW section 4.13 – Performance Measurement and according to the Contract-specific Performance Measurement provisions given in the RFP and associated Project Brief, the contractor is eligible for financial incentives when the eligibility requirements are met. Three to four Key Performance Indicators (KPI) are applied at PWGSC's discretion and the associated maximum available performance incentive and the distribution of this incentive to the KPI's are Contract-specific and will be established and stated in the RFP/Project Brief.

2. Financial Incentives Calculations

The financial amounts to be awarded are derived from Annex A Appendix 2 - Performance Measurement Manual, and the RFP/Project Brief (Annex E Appendix 1). These amounts are paid based on performance results achieved for each applicable KPI. For the most part, performance results for each KPI are only fully determined at the end of the Contract once all work is complete and therefore will not be invoiced or paid until the end of the Contract once approved by the TA. This is the case for the following KPI's: Effective Risk Mitigation; Deliverable Quality; and Indigenous Benefits. The Achieve On-time Performance of the Project KPI is measured throughout the project according to the established Checkpoints and their completed-by dates. As these Checkpoints arrive through the course of the project the available incentive for each Checkpoint (as established in deliverable Checkpoints/Dates for the On-Time KPI (DID RP3.1-PD-43)) may be invoiced and paid where the Checkpoint has been completed by its associated completed-by date as verified and agreed to by the Technical Authority.

TP7 Contractor Incentive Program (CIP)

- a) Where in place for a specific contract, CIP-related performance will be assessed against the target areas set out in the letter of emphasis at the periods stated. At the end of the established assessment period(s), the Technical Authority will use the reporting information (also established in the letter of emphasis) to determine whether the Contractor has met the objectives and is eligible for the CIP payment or part thereof depending on what was established in the letter of emphasis.

TP8 Method of Payment

1. Payments will be made monthly. The amount payable will be determined based on the Work completed to date, and informed by the Contractor's cash flow schedule provided via Form 9143 (see SOW 3.2.18). Invoice using form [PWGSC-TPSGC 1111](#) (Claim for Progress Payment). All certificates appearing on form PWGSC-TPSGC 1111 must have been signed by the authorized representative.
2. Monthly payments must not be construed as evidence that costs have been accepted or that work, material or any part thereof is completed, or is in accordance with the Contract
3. Invoices must be made in accordance with TP9 section - Invoicing.
4. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

TP9 Invoicing

1. The Contractor must submit invoices in accordance with the instructions herein, and any further direction that may be given by the Technical Authority, and using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
2. Each invoice must show, for each amount claimed, a breakdown including:
 - i. Applicable portion of the Fixed Prices (TP2);
 - ii. Fees (TP3);
 - iii. Construction Costs (TP4);
 - iv. Relocation Costs (when applicable) (TP5)
 - v. Performance Incentive (TP6)
 - vi. Any applicable Contractor Incentive Program payments (TP7)
 - vii. Taxes;
 - viii. Form H4016C (Progress Reports) and form 9143 (Contract Plan and Report Form) as per SOW Section 3.2.18; and,
 - ix. Any detail or further breakdown of invoiced amounts and status of Work completed as requested by the Technical Authority
3. The Technical Authority will review the invoice and supporting information and will determine the amount that, in the opinion of Canada, is deemed payable.
4. The Technical Authority will notify the Contractor of any inadequacy of the invoice or supporting documentation, or of any amount deemed not payable, within fifteen days of receipt of said invoice. Where any such notice is given within that period, the date for payment of the amount invoiced to cover the item in dispute will be set aside until the Contractor remedies the inadequacy to the satisfaction of the Technical Authority.
5. Provided that the Contractor has complied with all terms and conditions, payments will be made within 30 calendar days of receipt of the invoice.
6. Actual and planned costs for the period as identified in the cash flow schedule provided via Form 9143 must be updated to align with revised estimates of Costs and Fees as per the form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Subsequent monthly payment amounts will be adjusted accordingly to ensure that the amount of any previous excess payment is promptly recovered by Canada.

APPENDIX - BIDDING TABLE

A - Design Price (as described in Section 3.3 (Scope of Services for Design) and Requirements Related to All Services (Section 4.0) of the SOW

\$ _____ Price for Design Work (A) = \$ _____

B - Project Management Fee (as described in Sections 3.2 (Scope of Services for Project Management) and Requirements Related to All Services (Section 4.0) of the SOW) (% given to a maximum of 2 decimal points)

_____ % X (\$PSPC Estimated Construction and Relocation Cost) (B) = \$ _____

C - Construction Management (as described in Sections 3.4 (Scope of Services for Construction [excluding 3.4.2]) and Requirements Related to All Services (Section 4.0) of the SOW) (% given to a maximum of 2 decimal points)

_____ % X (\$PSPC Estimated Construction and Relocation Cost) (C) = \$ _____

D - Site Coordination and Facilitation for Construction (as described in Section 3.4.2 [Construction Site Coordination and Facilitation] and Requirements Related to All Services (Section 4.0) of the SOW)

\$ _____ Price for Site Coordination and Facilitation for Construction (D) = \$ _____

E – All Inclusive Furniture Procurement and Installation Price (based on furniture specs and Functional Program as provided in the Project Brief; Scope of Services as described in Sections 3.3.4, 3.4.1.6, 3.4.1.7 and Section 4.0 Requirements Related to All Services; includes contractor markup)

Workpoint or workspace ID (as PSPC Preliminary Concept Plan)	Price per Workpoint/workspace	# of each Workpoint or workspace	Total (calculated)
1	Contractor provided	PWGSC provided	
2	Contractor provided	PWGSC provided	
3	Contractor provided	PWGSC provided	
4	Contractor provided	PWGSC provided	
5	Contractor provided	PWGSC provided	
6	Contractor provided	PWGSC provided	
7	Contractor provided	PWGSC provided	
8	Contractor provided	PWGSC provided	
9	Contractor provided	PWGSC provided	
10	Contractor provided	PWGSC provided	
11	Contractor provided	PWGSC provided	
12	Contractor provided	PWGSC provided	
13	Contractor provided	PWGSC provided	
14	Contractor provided	PWGSC provided	
15	Contractor provided	PWGSC provided	
Etc...	Contractor provided	PWGSC provided	

Total Price of Furniture= \$ _____ (E) = \$ _____

(A) + (B) + (C) + (D) + (E) = \$ _____ Lowest Price wins

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX E - APPENDIX 3: REQUIRED SERVICES AND DELIVERABLES

SAMPLE

ANNEX E APPENDIX 3
REQUIRED SERVICES & REQUIRED DELIVERABLES

Statement of Work

The services listed below could be required on any project delivered under this Supply Arrangement but not necessarily on all projects. For this project the services that are indicated as “Required” are required to be provided whereas those indicated as “Not Required” are not required to be provided. All other services (i.e. not found on the list) are required to be provided.

3 Project Execution Services

3.5 Relocation Services to be Delivered by Subcontractors *Required/Not Required*

4 Requirements Related to All Services

4.7 Stewardship of Federal Heritage Buildings (work is not occurring in a Federal Heritage Building) *Required/Not Required*

If required (otherwise delete): The services listed below are provisional in the Statement of Work and may be exercised for any project under this supply Arrangement as and when required. For this project the services that are indicated below are required to be provided.

4.11 Social Procurement:

The following social procurement elements are in scope: *State which social procurement elements are in scope and additional details.*

3.3.3 - f Design Development Services Shared Services Canada related work:

Design and install/deploy the following office technology infrastructure: *State which of the three office technology infrastructure elements are required and additional details.*

3.3.4 & IT Equipment Peripherals (see 3.3.4 – a, b and 3.4.1.6 and 3.4.1.7):

3.4.1 Design, specify, supply and install IT equipment peripherals: *State which IT equipment peripherals are included. This information could be conveyed via the Functional Program and in particular via the Preliminary Concept Floor Plans. Provide a specification(s).*

Included Deliverables – See Deliverable Item Description Standard

The Deliverables listed below could be required on any project delivered under this Supply Arrangements but not necessarily on all projects. For this project Deliverables that are indicated as “Required” are required whereas those indicated as “Not Required” are not required. All other Deliverables (i.e. not found on the list) are required.

DID RP3.1-PD-19	Conservation Approach Brief (CAB)	<i>Required/Not Required</i>
DID RP3.1-PD-20	Movable Heritage Protection Measures Plan	<i>Required/Not Required</i>
DID RP3.1-PD-21	Heritage Conformity Form	<i>Required/Not Required</i>
DID RP3.1-PD-22	Project Sustainability Strategy	<i>Required/Not Required</i>
DID RP3.1-PD-23	Third Party Sustainability Standard Certification for Projects	
DID RP3.1-PD-24	Evaluate Project GHG Emissions	<i>Required/Not Required</i>
DID RP3.1-PD-26	Asbestos Control Plan	<i>Required/Not Required</i>
DID RP3.1-PD-27	Items required under section 10.4 of COSHR to support the BCA	<i>Required/Not Required</i>
DID RP3.1-PD-28	Asbestos Containment System Air Samples	<i>Required/Not Required</i>
DID RP3.1-PD-29	Asbestos Clearance Air Samples	<i>Required/Not Required</i>
DID RP3.1-PD-30	Legionella System Risk and Hazard Assessment Form	<i>Required/Not Required</i>

DID RP3.1-PD-09: Design Development Packages – See Deliverable Item Description Standard

The items listed below are project specific and therefore are variable from project to project. For this project those items that are indicated as “Required” are required whereas those indicated as “Not Required” are not required.

Deliverable	Not Required	Required at 66% Design Development	Required at 99% Design Development
Vertical stacking diagrams			
Horizontal blocking plans			
Related public spaces			
Design presentations			
Drawings also submitted in CADD format			

Ad Hoc Deliverables

The following Ad Hoc Deliverables are required:

The name, description and content of any Ad Hoc Deliverable is provided. Ad Hoc Deliverables will typical be supported by a Deliverable Item Description Template such as found in the DID Standard.

Note: Ad hoc deliverables may be added to the Scope of Work at any time.

If required (otherwise delete): Deliverable Submission Method

The following deliverables are not to be submitted through the Real Property Portal and will instead be submitted through the method indicated.

<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>
<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>
<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>

INSTRUCTIONS TO THE TECHNICAL AUTHORITY

ANNEX E APPENDIX 3

REQUIRED SERVICES & REQUIRED DELIVERABLES

This form is completed by the Technical Authority to support the RFP and identifies to the bidders whether project-specific SOW services and Deliverables are or are not required. SOW services or Deliverables not found below are always required.

Statement of Work

The services listed below could be required on any project delivered under this Supply Arrangement but not necessarily on all projects. For this project the services that are indicated as “Required” are required to be provided whereas those indicated as “Not Required” are not required to be provided. All other services (i.e. not found on the list) are required to be provided.

The Technical Authority is to determine if the project requires relocation services and if yes whether these will be undertaken by the Contractor versus through other RPS service contracts. If undertaken by the Contractor 3.5 services are included. The details of these services should be described herein.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work is (a) taking place in a Federal Heritage Building or (b) implicates Moveable Heritage Assets. If either or both of these conditions are met 4.7 services are included. An explanation of the “a” and “b” circumstances should be described herein.

3 Project Execution Services

3.5 Relocation Services to be Delivered by Subcontractors *Required/Not Required*

4 Requirements Related to All Services

4.7 Stewardship of Federal Heritage Buildings (work is not occurring in a Federal Heritage Building) *Required/Not Required*

The Technical Authority is to determine if any of the following provisional services, as specifically identified in the Statement of Work, are required for the project. If yes, the requirement(s) is to be stated here, and additional details of the service(s) should be described herein. If specific individual provisional services are not required they can be deleted from the sections below. If no provisional services are required this entire section can be deleted.

If required (otherwise delete): The services listed below are provisional in the Statement of Work and may be exercised for any project under this supply Arrangement as and when required. For this project the services that are indicated below are required to be provided.

The Technical Authority in conjunction with Strategic Sourcing Sector, Innovative Delivery Solutions is to determine whether the work will require social procurement including the specific elements (named below), if not all.

The Technical Authority in conjunction with the Shared Services Canada and Public Services and Procurement Canada Coordination Unit, NCAPD, is to determine which of the three office technology infrastructure elements are required, and additional details.

The Technical Authority in conjunction with Workplace Strategy and Interior Design, AMWS, is to determine whether the work will require IT equipment peripherals and additional details.

4.11 Social Procurement:

The following social procurement elements are in scope: State which social procurement elements are in scope and additional details. The elements that could be in scope are: (a) prepare and submit to the Technical Authority for review a social procurement plan; (b) implement the social procurement plan; and (c) provide to the Technical Authority social procurement quarterly progress reporting during the project, and final reporting. If “a” is required, the Contractor should leverage DID RP3.1-PD-31: Project Specific Indigenous Participation Plan and Amendments for purposes of preparing the plan; required as an ad-hoc deliverable. If “c” is required, the Contractor should leverage DID RP3.1-PD-32: Indigenous Participation Plan Reporting for purposes of reporting results; required as an ad-hoc deliverable.

3.3.3 - f Design Development Services Shared Services Canada related work:

Design and install/deploy the following office technology infrastructure: State which of the three office technology infrastructure elements are required and any additional details.

3.3.4 & IT Equipment Peripherals (see 3.3.4 – a, b and 3.4.1.6 and 3.4.1.7):

3.4.1 Design, specify, supply and install IT equipment peripherals: *State which IT equipment peripherals are included. This information could be conveyed via the Function Program and in particular via the Preliminary Concept Floor Plans. Provide a specification(s).*

Included Deliverables – See Deliverable Item Description Standard

The Deliverables listed below could be required on any project delivered under this Supply Arrangements but not necessarily on all projects. For this project Deliverables that are indicated as “Required” are required whereas those indicated as “Not Required” are not required. All other Deliverables (i.e. not found on the list) are required.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work is (a) taking place in a Federal Heritage Building or (b) implicates Moveable Heritage Assets. For “a” PD-19 and PD-21 are required. For “b” PD-20 and PD-21 are required.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work will require a Project Sustainability Strategy (this is contingent upon PSPC preparation of the PSPC Project Sustainability Planning and Tracking Tool in advance of RFP). If yes, PD-22 is required. Further, will the work require sustainability certification. If yes, PD-23 is required.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work will require that project GhG emissions be evaluated (this is contingent upon PSPC preparation of the PSPC GHG emissions evaluation report template in advance of RFP). If yes, PD-24 is required.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work will involve asbestos. This should consider the PSPC building Asbestos Management Plan and any available Designated Substances Report. The Building Control Authority may also be consulted. If the work involves asbestos or the presence of asbestos is unknown PD-26, D-27, PD-28 and PD-29 are required.

The Technical Authority in conjunction with Technical Services Service Line is to determine whether the work will involve Legionella susceptible systems. The Building Control Authority may also be consulted. If the work involves Legionella susceptible systems PD-30 is required.

DID RP3.1-PD-19	Conservation Approach Brief (CAB)	<i>Required/Not Required</i>
DID RP3.1-PD-20	Movable Heritage Protection Measures Plan	<i>Required/Not Required</i>
DID RP3.1-PD-21	Heritage Conformity Form	<i>Required/Not Required</i>
DID RP3.1-PD-22	Project Sustainability Strategy	<i>Required/Not Required</i>
DID RP3.1-PD-23	Third Party Sustainability Standard Certification for Projects	
DID RP3.1-PD-24	Evaluate Project GHG Emissions	<i>Required/Not Required</i>
DID RP3.1-PD-26	Asbestos Control Plan	<i>Required/Not Required</i>
DID RP3.1-PD-27	Items required under section 10.4 of COSHR to support the BCA	<i>Required/Not Required</i>
DID RP3.1-PD-28	Asbestos Containment System Air Samples	<i>Required/Not Required</i>
DID RP3.1-PD-29	Asbestos Clearance Air Samples	<i>Required/Not Required</i>
DID RP3.1-PD-30	Legionella System Risk and Hazard Assessment Form	<i>Required/Not Required</i>

DID RP3.1-PD-09: Design Development Packages – See Deliverable Item Description Standard

The Technical Authority in conjunction with Workplace Solutions is to determine whether the work will require vertical stacking diagrams, horizontal blocking plans, related public spaces and/or design presentations and at what stage of design development.

The Technical Authority in conjunction with Workplace Solutions and Technical Services Service Line is to determine whether the work will require CADD drawings to be submitted and at what stage of design development.

The items listed below are project specific and therefore are variable from project to project. For this project those items that are indicated as “Required” are required whereas those indicated as “Not Required” are not required.

Deliverable	Not Required	Required at 66% Design Development	Required at 99% Design Development
Vertical stacking diagrams			
Horizontal blocking plans			
Related public spaces			
Design presentations			
Drawings also submitted in CADD format			

Ad Hoc Deliverables

The Technical Authority in conjunction with project stakeholders including Workplace Solutions and Technical Services Service Line is to determine whether the work will require unique, as hoc deliverables. If yes, these ad hoc deliverables should be described here ideally in DID format.

The following Ad Hoc Deliverables are required:

The name, description and content of any Ad Hoc Deliverable is provided. Ad Hoc Deliverables will typically be supported by a Deliverable Item Description Template such as found in the DID Standard.

Note: Ad hoc deliverables may be added to the Scope of Work at any time.

Deliverable Submission Method

The Technical Authority is to determine whether any deliverables should be submitted through another means other than the Real Property Portal (i.e. for receipt in RPDE). Circumstances that could require this include, among others: Project B or higher information contained in the deliverable (the Real Property Portal is Protected A); and file size limitations. Other submission methods include: PSPC supplied encrypted USB keys; and any certified collaboration tool, such as OPRIMA. If all deliverables will be submitted through the Real Property Portal, this section can be eliminated from Annex E Appendix 3.

The following deliverables are not to be submitted through the Real Property Portal and will instead be submitted through the method indicated.

<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>
<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>
<i>DID RP3.1-PD-XX</i>	<i>DID Name</i>	<i>Description of Sub-mission Method</i>

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX E - APPENDIX 4: SECURITY REQUIREMENTS CHECK LIST

SAMPLE

ANNEX E - APPENDIX 5: ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E – APPENDIX 6: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive 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: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

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

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

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

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

OR

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