

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3
Bid Fax: (418) 566-6167**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Canada Place / Place du Canada
10th Floor / 10e étage
9700 Jasper Ave / 9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Interior Design DISO	
Solicitation No. - N° de l'invitation EW038-221675/A	Date 2022-02-07
Client Reference No. - N° de référence du client PSPC-EW038-221675	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-183-12219
File No. - N° de dossier PWU-1-44107 (183)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2022-03-22 Heure Normale des Rocheuses HNR	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Tikhonovitch (RPC), Alex	Buyer Id - Id de l'acheteur pwu183
Telephone No. - N° de téléphone (780)901-7940 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 9700 JASPER AVENUE EDMONTON Alberta T5J4C3 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

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PART 1 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

SI 3 SECURITY REQUIREMENTS

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

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

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

Successful offeror(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

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SI 4 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)

2.1 INTEGRITY PROVISIONS – OFFER

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Offeror must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
4. Subject to subsection 5, by submitting a bid in response to this Request for Standing Offers, the Offeror certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Offeror":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with interior design expertise to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the Western Region, excluding Comprehensive Land Claim Areas, Nunavut and Northwest Territories.

Geographic Zones and area boundaries are as follows and will be such each time they appear in this Request for Standing Offer (RFSO) described:

- Northern Alberta covers the area of Red Deer, AB and north;

- Southern Alberta covers the area south of Red Deer;
 - Northern Saskatchewan covers the area north of Davidson, SK;
 - Southern Saskatchewan covers the area of Davidson and south; and
 - Manitoba is all of Manitoba.
2. Offerors shall be licensed or eligible to be licensed to practice in the province of governing each applicable zone or zones (i.e., Alberta, Saskatchewan and/or Manitoba). Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last seven (7) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is PWGSC's intention to authorize up to fifteen (15) Standing Offers, three (3) in each zone: Northern and Southern Alberta, Northern and Southern Saskatchewan, and Manitoba, each for a period of two (2) years plus an option for one-year period from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$9,975,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$500,000.00 (Applicable Taxes included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section [SP5, CALL-UP PROCEDURE](#).
4. The total dollar value of \$9,500,000.00 (GST Extra) will be distributed across five (5) Western Region Zones, in the following amounts:
- | | |
|-----------------------|-----------------------|
| Northern Alberta | \$1,250,000.00 |
| Southern Alberta | \$1,250,000.00 |
| Northern Saskatchewan | \$1,250,000.00 |
| Southern Saskatchewan | \$1,250,000.00 |
| Manitoba | \$4,500,000.00 |
| Total: | \$9,500,000.00 |
5. Funding will be distributed between the top firms for each zone as follows:
- where 3 Standing Offers are authorized - 42% for the top ranked firm, 33% for the 2nd, 25% for the 3rd
 - where 2 Standing Offers are authorized - 55% for the top ranked firm, 45% for the 2nd
 - Where 1 Standing Offer is authorized - 100% for the top ranked firm
6. This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and Canadian Free Trade Agreement (CFTA).
7. This solicitation allows and encourages offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically.

Due to the nature of the solicitation, transmission of offers by facsimile is not recommended for administrative reasons but available to offerors to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Offerors must refer to [G110 Submission of offer](#), and [SRE 2 Offer Requirements](#), of the solicitation, for further information.

GI 3 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN on line at Supplier Registration Information

(<https://srisupplier.contractsCanada.gc.ca/>).

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Alex Tikhonovitch
Procurement Specialist
Procurement Branch | Western Region
Public Services and Procurement Canada | Government of Canada
Canada Place Suite 1000, 9700 Jasper Avenue, Edmonton, AB T5J 4C3
Email: alex.tikhonovitch@pwgsc-tpsgc.gc.ca
Telephone: (780) 901-7940

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

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

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

GI 7 RESPONSIVE OFFERS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 at e-mail address alex.tikhonovitch@pwgsc-tpsgc.gc.ca as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the**

front page of the Request for Standing Offer. Enquiries received after that time may not be answered.

2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
3. To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
 - a) a Request for Standing Offer is obtained by offerors through the GETS;
 - b) in response to the Request for Standing Offer, interested offerors submit the "technical" component of their offer in one section and the proposed price of the services (price offer) in a second section;
 - c) responsive offers are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
 - d) PWGSC may issue a standing offer to the successful offerors;
 - e) Offerors are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful offerors.

GI 10 SUBMISSION OF OFFER

GI 10.1 SUBMISSION OF OFFER

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Offeror's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting an offer;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;

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

In the case of submission by Facsimile, see instructions in GI10.2.2 below.

- d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
 - e) provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the offer must be submitted in separate sections in accordance with the instructions contained in the offer document.
 4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
 5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
 6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
 7. Offer documents and supporting information may be submitted in either English or French.
 8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI 10.2 TRANSMISSION BY EPOST CONNECT OR FACSIMILE

1. EPOST CONNECT

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

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

roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

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

- b) To submit an offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c) If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the epost Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the offer closing date and time.
- d) If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e) The Request for Standing Offer number should be identified in the epost Connect message field of all electronic transfers.
- f) It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g) For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offeror;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h) The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i) Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j) An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section G110.1.

2. Facsimile

- a) Offers may be submitted by facsimile.

The only acceptable facsimile number for responses to offers issued by this PWGSC regional office is:

Bid Fax: 1-418-566-6167

- b) For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
- i. receipt of garbled, corrupted or incomplete offer;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer; or
 - vii. security of offer data.
- c) An offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with section [GI10.1](#).

GI 11 NOT APPLICABLE

GI 12 EVALUATION OF PRICE

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

GI 13 LIMITATION OF SUBMISSIONS

1. An Offeror may not submit more than one offer. This limitation also applies to the persons or entities in the case of a joint venture. If more than one offer is received from an Offeror (or, in the case of a joint venture, from the persons or entities), all such offers shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Offeror. The Offeror warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, an Offeror shall not include in its submission another Offeror as a member of its consultant team, as a sub-consultant or specialist consultant.

5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

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

GI 15 REJECTION OF OFFER

1. Canada may reject an offer where any of the following circumstances is present:
 - a) the Offeror has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - b) an employee, sub-consultant or specialist consultant included as part of the offer has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - c) the Offeror is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - f) with respect to current or prior transactions with the Government of Canada,
 - i Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - ii Canada determines that the Offeror's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject an offer pursuant to subsection 1.(f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

GI 16 NOT APPLICABLE

GI 17 INSURANCE REQUIREMENTS

1. The successful Offeror shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Offeror and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
3. By virtue of submission of an offer, the Offeror certifies that the Offeror and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the offer documents.

GI 18 JOINT VENTURE

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

GI 19 LATE SUBMISSIONS

1. PWGSC will return or delete offers delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed offers as described in [GI19.2](#). For late offers submitted using means other than the Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted electronically, the late offer will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer, will be deleted. Records will be kept

documenting the transaction history of all late offers submitted using epost Connect.

2. An offer delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.
 - a) The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;
- that clearly indicates that the offer was sent the day before the solicitation closing date.
- b) The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
 4. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

GI 20 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

GI 21 DEBRIEFING

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

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Contracting Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c) If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a) the Offeror identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b) the Offeror authorizes the use of the information for this requirement.

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

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

GI 23 NOT APPLICABLE

GI 24 PERFORMANCE EVALUATION

Offerors shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 25 OFFER COSTS

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

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a) if the Offeror, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Offeror, any of its sub-consultants, any of their respective employees or former employees had access to information related to the solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the solicitation (or similar goods or services) will not, in itself, be considered by Canada

as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.

3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 27 LIMITATION OF LIABILITY

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

GI 28 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with at least the same qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

GI 29 CODE OF CONDUCT FOR PROCUREMENT – OFFER

The Code of Conduct for Procurement provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Offeror is certifying that it is complying with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

GI30 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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)

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PSPC- EW038-221675

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File No. - N° du dossier
PWU-1-44107

Buyer ID - Id de l'acheteur
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- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - STANDING OFFER PARTICULARS (SP)

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its offer for an additional one-year period under the same conditions and at the rates or prices specified in the Standing Offer.

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

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$500,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 42% of the business for the top ranked consultant, 33% for the 2nd ranked consultant, 25% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit an offer to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its offer (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's offer shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.

- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance, and it is furthest away from the ideal business distribution.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
 - 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

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

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

GC 1 DEFINITIONS

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

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

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

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

Canada, Crown, Her Majesty or the Government

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 2 INTERPRETATIONS

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

GC 3 NOT APPLICABLE

GC 4 ASSIGNMENT

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

GC 5 INDEMNIFICATION

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

GC 6 NOTICES

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

GC 7 SUSPENSION

1. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with [Suspension Costs provisions in TP8 of clause 9998DA](#), Terms of Payment.

2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the Consultant may agree that the performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.
5. If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 TERMINATION

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

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

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

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

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

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

GC 11 NATIONAL OR DEPARTMENTAL SECURITY

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

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

GC 12 RIGHTS TO INTELLECTUAL PROPERTY

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

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

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

12. Transfer of IP Rights

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

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

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

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

The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a *Consultant* who has only provided pre-design services, where the information / documentation resulting from these services is made available to other Offerors, will not be considered by *Canada* as conferring an unfair advantage or creating a conflict of interest.

GC 14 STATUS OF CONSULTANT

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

GC 15 DECLARATION BY CONSULTANT

The *Consultant* declares that:

- a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental*

Representative to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and

- b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 INSURANCE REQUIREMENTS

1. General

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

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the *Services*.

3. Professional Liability

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

GC 17 RESOLUTION OF DISAGREEMENTS

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:

- a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
 4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
 5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
 6. Within fourteen (14) days of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
 7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
 8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
 9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 AMENDMENTS

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

GC 19 ENTIRE AGREEMENT

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

GC 20 CONTINGENCY FEES

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

GC 21 HARASSMENT IN THE WORKPLACE

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

GC 22 TAXES

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

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

5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 CHANGES IN THE CONSULTANT TEAM

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

GC 24 JOINT AND SEVERAL LIABILITY

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

GC 25 PERFORMANCE EVALUATION - CONTRACT

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

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

GC 26 INTERNATIONAL SANCTIONS

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

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

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

GC 27 INTEGRITY PROVISIONS - STANDING OFFER

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

GC 28 CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER

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

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

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

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

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

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Client Ref. No. - N° de réf. du client
PSPC- EW038-221675

Amd. No. - N° de la modif.
File No. - N° du dossier
PWU-1-44107

Buyer ID - Id de l'acheteur
PWU183
CCC No./N° CCC - FMS No./N° VME

PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC 1 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

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

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

PART 6 - TERMS OF PAYMENT (TP)

TP 1 FEES

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in [Part 8, Calculation of Fees 2000DA](#).
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

TP 2 PAYMENTS TO THE CONSULTANT

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

7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 DELAYED PAYMENT

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

TP 4 CLAIMS AGAINST AND OBLIGATIONS OF THE CONSULTANT

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

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

TP 5 NO PAYMENT FOR ERRORS AND OMISSIONS

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

TP 6 PAYMENT FOR CHANGES AND REVISIONS

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

TP 7 EXTENSION OF TIME

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

TP 8 SUSPENSION COSTS

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

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

TP 9 TERMINATION COSTS

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

TP 10 DISBURSEMENTS

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

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

PART 7 - CONSULTANT SERVICES (CS)

CS 1 SERVICES

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

CS 2 STANDARD OF CARE

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

CS 3 TIME SCHEDULE

The *Consultant* shall:

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

CS 4 PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS

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

CS 5 CHANGES IN SERVICES

The *Consultant* shall:

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

CS 6 CODES, BY-LAWS, LICENCES, PERMITS

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

CS 7 PROVISION OF STAFF

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

CS 8 SUB-CONSULTANTS

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

CS 9 COST CONTROL

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or

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- b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
- 3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

PART 8 - CALCULATION OF FEES (CF)

CF 1 FEE ARRANGEMENT(S) FOR SERVICES

1. The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:

- a) Fixed Fee:
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
- b) Time Based Fee to an Upset Limit:
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.

2. Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to the *Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative* with the approval of Canada.

CF 2 PAYMENTS FOR SERVICES

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

PART 9 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Offers

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

1.3 Calculation of Total Score

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

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

SRE 2 OFFER REQUIREMENTS

2.1 Offer via Epost Connect service

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

If the Offeror chooses to submit its offer electronically through epost Connect service, Canada requests that the Offeror submits its offer in accordance with section [GI16, Submission of offer, of the General Instructions](#). The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Offer;
Section II: Price Offer.

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

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

2.2 Offer in Hard Copies

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

Section I: Technical Offer - submit one (1) bound original plus one (1) electronic copy on a data storage device;
Section II: Price Offer - submit one (1) bound original in a separate sealed envelope.

Double-sided submissions are preferred.

2.3 Offer by Facsimile

Due to the nature of the solicitation, offers transmitted by facsimile are not recommended for administrative reasons but available to offerors to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

If the Offeror submits its offer by facsimile, Canada requests that the following sections be clearly identified and separated in the offer:

Section I: Technical Offer

Section II: Price Offer

2.4 Requirement for Offer Format

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

1. Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
2. Minimum font size - 11 point Times or equal
3. Minimum margins - 12 mm left, right, top, and bottom
4. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
5. 279mm x 432mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
6. The order of the offers should follow the order of the Request for Standing Offer [SRE 3 section](#).

2.5 Specific Requirements for Offer Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 will vary in accordance with the number of Zones being proposed upon.

- One Zone - maximum thirty-five (35) pages
 - 2.5.1 As per SRE 3.2.4 and 3.2.5 a maximum of two (2) pages is allowed for each person being submitted (a maximum of 4 personnel).
 - 2.5.2 Extra pages will be allowed for proposals submitting additional personnel in different zones. Extra pages are for **CVs only**, which would allow for up to eight (8) extra pages for each zone.
 - 2.5.3 If more than one zone is being bid on, the zone with the highest number of personnel being proposed will be counted as the first zone.
- Two Zones / up to 8 personnel - maximum forty-three (43) pages
- Three Zones / up to 12 personnel - maximum fifty-one (51) pages
- Four Zones / up to 16 personnel - maximum fifty-nine (59) pages
- Five Zones / up to 20 personnel - maximum sixty-seven (67) pages

For example:

- If a proposal only identifies 4 personnel (as per SRE 3.2.4 and 3.2.5), but submits for all 5 zones, the maximum allowable pages would be limited to 35 pages.
- If a proposal submits 3 different personnel per zone for 3 zones, they would be allowed up to 12 additional pages for CVs, or a maximum of 47 pages.

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

- Covering letter

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

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Offerors must complete, sign and submit the following:

- a) [Appendix A, Declaration / Certifications Form](#) as required.

3.1.2 Licensing, Certification or Authorization

The Offeror shall be authorized to provide interior design services and must include a professional Interior Designer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province governing each applicable Zone or Zones (i.e. Alberta, Saskatchewan and/or Manitoba).

You must indicate current license or how you intend to meet the provincial licensing requirements.

3.1.3 Integrity Provisions – Required documentation

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

3.2 RATED REQUIREMENTS

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

Evaluation for Sections 3.2.1, 3.2.2, 3.2.3 and 3.2.6 will apply to all zones being bid on.

Evaluation for Sections 3.2.4 and 3.2.5 will apply to the specific zone being bid on.

3.2.1 Comprehension of the Scope of Services (applicable for all zones)

1. *What we are looking for:*

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

2. *What the Offeror should provide:*

- a) scope of services - detailed list of services;
- b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
- c) broader goals (federal image, sustainable development, sensitivities);
- d) risk management strategy;
- e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general);

3.2.2 Team Approach / Management of Services (applicable for all zones)

1. *What we are looking for:*

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

2. *What the Offeror should provide:*

A description of:

- a) Roles and responsibilities of key personnel;
- b) Assignment of the resources and availability of back-up personnel;
- c) Management and organization (reporting structure);
- d) The firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
- e) The design technologies which the firm will apply to develop design documents;
- f) Quality control techniques and coordination of the design work between all required disciplines;
- g) How the team intends to meet the 'Project Response Time Requirements';
- h) Conflict resolution methods.

3.2.3 Past Experience (applicable for all zones)

1. *What we are looking for:*

Demonstration that over at least the past seven (7) years, the Offeror has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Offeror's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.

2. *What the Offeror should provide:*

- a) a brief description of a maximum of three (3) significant office fit-up projects (two (2) completed and one (1) undertaken) over the last seven (7) years by the Offeror. Services for the above projects must have included:

- 1. Design and specification of furniture including office systems furniture; and
- 2. Preparation of furniture procurement documents.

- b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - c) Indicate the dates the services were provided for the listed projects;
 - d) Scope of services rendered, project objectives, constraints and deliverables; and
 - e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
- 3. The Offeror must provide one (1) sample of an office furniture plan (construction document) from a previous project undertaken within the last seven (7) years by the Offeror.
- 4. The Offeror (as defined in [General Instructions GI 1](#)) must possess the knowledge on the above projects. Past project experience from entities other than the Offeror will not be considered in the evaluation unless these entities form part of a joint venture Offeror.
- 5. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Senior Personnel Expertise and Experience (for each specified zone)

- 1. *What we are looking for:*
A demonstration that the Offeror has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
- 2. *What the Offeror should provide: (maximum two (2) pages **per** senior personnel)*
 - a) submit a maximum of two (2) c.v.'s of senior personnel per zone. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
 - b) identify the personnel's years of experience, the number of years with the firm; and
 - c) professional accreditation;
 - d) accomplishments/achievements/awards; and
 - e) identify which zone is applicable.
- 3. In-house personnel means personnel within the Offeror's organization (see definition of [Offeror in General Instructions GI 1](#)). Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.

3.2.5 Project Personnel Expertise and Experience (for each specified zone)

- 1. *What we are looking for:*
A demonstration that the Offeror has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
- 2. *What the Offeror should provide: (maximum two (2) pages **per** personnel)*
 - a) submit a maximum of two (2) c.v.'s of project personnel per zone which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
 - b) Identify the personnel's years of experience, the number of years with the firm;
 - c) professional accreditation;

- d) accomplishments/achievements/awards; and
 - e) identify which zone is applicable.
3. In-house personnel means personnel within the Offeror's organization (see definition of Offeror in [General Instructions GI 1](#)). Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.

3.2.6 Hypothetical Projects (applicable for all zones)

1. *What we are looking for:*
Describe the approach and methodology that you would employ to deliver the project in a general written response only.

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

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

Calculation of a fee for the provision of these services is not required.

3. *The Facts:*
When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Offeror sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1 – FUNCTIONAL PROGRAM

1. Evaluate functional and operational requirements in the two existing User Department locations, with the intent of providing direction for the design of the future consolidated office, warehouse and outdoor compound location.
- 1.1 Office function will be based on the Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook.
- 1.1.1 Refer to "Fit-Up Standards" Definition.
- 1.2 Warehouse and Outdoor Compound functions will require a detailed assessment of the User Department's technical and operational requirements (i.e. what does the User Department need in the warehouse to operate?).

2. Provide a qualitative (functional) and quantitative (net area and gross area) description of all required spaces to support the following functional areas:

- 2.1 Office and support space for 67 FTEs (Full Time Equivalents / User Department full-time staff);

- 2.1.1 928 m²u.

- 2.2 Warehouse and Special Purpose Space (SPS) for 1 FTE;

- 2.2.1 Warehouse - 1,846 m²u;

- 2.2.1.1 Approximately 1,300 m²u used for storage (5.5 metre high racks).

- 2.2.2 SPS;

- 2.2.2.1 Evidence Storage – 104 m²u,

- 2.2.2.2 Laboratory (preparation lab for water science) – 25 m²u.

- 2.3 Outdoor (fenced) Compound space;

- 2.3.1 2,624 m²u.

3. Additional Functional Requirements.

- 3.1 Security:

- 3.1.1 Perimeter doors require proximity card readers, electric strikes and intrusion alarms;

- 3.1.2 Street level windows required intrusion and glass-break in the area of the windows;

- 3.1.3 Evidence room(s) constructed according to the RCMP Secure Room I standard.

- 3.2 Interior and exterior dangerous goods storage (e.g. handguns, ammunition, bear spray, propane bottles, paints, solvents, batteries, compressed gases).

- 3.3 Mechanical:

- 3.3.1 Enforcement areas will require a secure enclosure with separate HVAC controls;

- 3.3.2 Separate exhausting for welding, soldering, wood working and battery charging areas;

- 3.3.3 Water Science Laboratory requires a fume hood and bench level ventilation unit;

- 3.3.4 Vehicles may be used inside the warehouse to periodically relocate or store ATVs, boats, etc.

- 3.4 Electrical

- 3.4.1 Work and welding areas require 220 volt service.

PROJECT 2 – OFFICE FIT-UP WORK

1. The User Department currently occupies 700 m² of leased office space and will be relocating into 600 m² of space in a Government of Canada building. The User Department intends to keep most of their existing loose office furniture and as many workstation components as possible (new workstations will be smaller). Additional furniture will be procured through PWGSC.

- 1.1 Office Furniture Support Services (including an assessment and inventory of existing furniture to be retained) are required to support PWGSC in the procurement of all additional furniture required for this project.

2. Preliminary space requirements are based upon the Government of Canada Space Allocation Standards Calculator. The Consultant is required to finalize the space requirements with a Level 2 Functional Program (refer to Definition) based upon Activity Based Work concepts using Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook.

2.1 Refer to "Fit-Up Standards" Definition.

3. The tenant improvements program includes:

- 3.1 Number of employees - 50 Full Time Equivalents (FTEs);
3.2 Basic Office Space, 600 m²u;
3.3 Basic Office Space includes:
3.3.1 40 workstations/workpoints in 2-open office areas;
3.3.1.1 Quiet zone,
3.3.1.2 Active zone.
3.3.2 Support spaces (e.g. kitchenettes, office equipment areas, open and enclosed collaborative areas, telecommunication rooms, etc.);
3.3.3 There is no Special Purpose Space associated with this occupancy.

4. Data cabling and telecommunication equipment will be procured and constructed outside of the Fit-up construction contract by Shared Services Canada (SSC). The Consultant is required to coordinate the scope of work and drawings with SSC.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0-10	0 - 10
Team Approach / Management of Services	1.0	0 - 10	0 - 10
Past Experience	3.0	0 - 10	0 - 30
Senior Personnel Expertise and Experience	1.0	0 - 10	0 - 10
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	2.0	0 - 10	0 - 20
Total	10.0		0 - 100

Generic Evaluation Table

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

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

	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
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To be considered further, Offerors **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

SRE 4 PRICE OF SERVICES

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

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

The remaining price offers are rated as follows:

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

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

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

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
- ☐ Integrity Provisions – Required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per [General instructions to Offerors \(GI\)](#), [Integrity Provisions – Offer, section 3a](#).
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per [General instructions to Offerors \(GI\)](#), [Integrity Provisions – Offer, section 3b](#).
- ☐ Offer
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

For hard copy Offer:

- ☐ Offer - one (1) original plus one (1) electronic copy on a data storage device
- ☐ Price Offer Form – only one (1) Price Offer Form completed and submitted in a separate envelope

For epost Connect Offer:

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

Solicitation No. - N° de l'invitation
EW038-221675/A
Client Ref. No. - N° de réf. du client
PSPC- EW038-221675

Amd. No. - N° de la modif.
File No. - N° du dossier
PWU-1-44107

Buyer ID - Id de l'acheteur
PWU183
CCC No./N° CCC - FMS No./N° VME

APPENDIX A - DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 6)

Name of Offeror:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number: ()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 6)

Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

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

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

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

OR

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

B. Check only one of the following:

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

OR

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

Declaration / Certifications Form (page 3 of 6)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

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EW038-221675/A
Client Ref. No. - N° de réf. du client
PSPC- EW038-221675

Amd. No. - N° de la modif.
File No. - N° du dossier
PWU-1-44107

Buyer ID - Id de l'acheteur
PWU183
CCC No./N° CCC - FMS No./N° VME

Declaration / Certifications Form (page 4 of 6)

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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Declaration / Certifications Form (page 5 of 6)

Name of Offeror:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

Declaration / Certifications Form (page 6 of 6)
COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 ;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

APPENDIX B - PRICE OFFER FORM

INSTRUCTIONS

1. Complete price offer form **for each Zone offered** and submit in a separate sealed envelope in accordance with the instructions in this solicitation.
2. Price offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. For each of the disciplines listed below, to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. For the categories where a Personnel is requested, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of each major city located in each Zone as detailed herein are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
 - Northern Alberta is Edmonton, AB,
 - Southern Alberta is Calgary, AB,
 - Northern Saskatchewan is Saskatoon, SK,
 - Southern Saskatchewan is Regina, SK, and
 - Manitoba is Winnipeg, MB
7. Fixed hourly rates for each Category of Personnel are to be provided in column A and multiplied by the weight factor in column B (provided for evaluation purpose only). The totals for each discipline are then added together for evaluation purposes.

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APPENDIX B - PRICE OFFER

Name of Proponent:

Address:

E-mail:

PBN:

Name of Zone:

Time Based Rates will be used in the evaluation process.

Time Based Rates

PWGSC recognizes that some firms, especially smaller firms, do not have separate positions for each activity/position and that any one individual in a firm may perform more than one of the listed activities. Said individuals may have different rates for each activity, which must be reflected in the proposed rates.

The proposed charge out rates are not specifically for the individuals who perform the work, but are for the activity positions, regardless of the actual rates, titles or positions of whoever perform the activity for the firm.

The rates for positions that are required but not listed are to be included under the Sub-Consultant or Specialty section.

The multiplying factor applied is used for evaluation purposes only, and is based on an average percentage of time for the activities of each position for a typical standing offer project, requiring 1,000 hours of service.

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FOR YEAR 1

Staff/position	<u>Column A</u>			<u>Column B</u>			Total
	\$	Rate per hour	x	Factor	=		
1. Principal in charge	\$	x	40	=	\$
2. Senior Interior Designer	\$	x	60	=	\$	.....
3. Interior Designer	\$	x	140	=	\$	.....
4. Furniture Specialist	\$	x	50	=	\$	.....
5. Senior Technologist	\$	x	140	=	\$	.....
6. Intermediate Technologist	\$	x	140	=	\$	.....
7. Junior Technologist	\$	x	140	=	\$	.....
8. Specification Writer	\$	x	50	=	\$	.....
9. Contract Administrator	\$	x	140	=	\$	.....
10. Office Assistant	\$	x	50	=	\$	.....
11. Translator	\$	x	50	=	\$	.....
Total Blended cost for a 1,000 hour project				1,000 hrs		\$	.....

FOR YEAR 2

Staff/position	<u>Column A</u>			<u>Column B</u>			Total
	\$	Rate per hour	x	Factor	=		
1. Principal in charge	\$	x	40	=	\$	.....
2. Senior Interior Designer	\$	x	60	=	\$	.....
3. Interior Designer	\$	x	140	=	\$	.....
4. Furniture Specialist	\$	x	50	=	\$	.....
5. Senior Technologist	\$	x	140	=	\$	.....
6. Intermediate Technologist	\$	x	140	=	\$	.....
7. Junior Technologist	\$	x	140	=	\$	.....
8. Specification Writer	\$	x	50	=	\$	.....
9. Contract Administrator	\$	x	140	=	\$	.....
10. Office Assistant	\$	x	50	=	\$
11. Translator	\$	x	50	=	\$
Total Blended cost for a 1,000 hour project				1,000 hrs		\$

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FOR YEAR 3 (OPTIONAL)

Staff/position	<u>Column A</u>			<u>Column B</u>		
	\$	Rate per hour	x	Factor	=	Total
1. Principal in charge	\$	x	40	= \$	.....
2. Senior Interior Designer	\$	x	60	= \$	.....
3. Interior Designer	\$	x	140	= \$	.....
4. Furniture Specialist	\$	x	50	= \$	.....
5. Senior Technologist	\$	x	140	= \$	.....
6. Intermediate Technologist	\$	x	140	= \$	.....
7. Junior Technologist	\$	x	140	= \$	.....
8. Specification Writer	\$	x	50	= \$	.....
9. Contract Administrator	\$	x	140	= \$	.....
10. Office Assistant	\$	x	50	= \$	.....
11. Translator	\$	x	50	= \$	.....
Total Blended cost for a 1,000 hour project				1,000 hrs	\$	.....

Signature of Consultant or Joint Venture Consultants.

.....
signature signature

.....
capacity capacity

.....
signature signature

.....
capacity capacity

END OF PRICE OFFER FORM

APPENDIX C – HEALTH AND SAFETY

SI 4 Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
 - a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

SC 2 Employer/Prime Consultant:

1. During the Design Stage
 - a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:
 - i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;
 - ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
2. During the Construction Stage
 - a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

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APPENDIX D – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

See attached document

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APPENDIX E – TERMS OF REFERENCE

See attached document



Doing Business with PWGSC

Documentation and Deliverables Manual



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Revisions

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

1 General

1.1 Effective Date

January 12, 2018

1.2 Authority

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

1.3 Purpose

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

1.4 Scope

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

1.5 Harmonization with Terms of Reference

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

1.6 Departmental Name Change

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

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

1.7 Terminology

This document utilizes the following terminology:

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

1.8 Definitions

Addenda: Changes to the construction documents or tendering procedures, issued during the tendering process.

Construction Documents: The drawings and specifications (including addenda).

Drawings: The graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.

Reports: Written account given of a particular matter after thorough investigation or consideration prepared by the Consultant.

Specifications: Written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.

2 Construction Documents

2.1 General

This section provides direction to Consultant firms on the preparation of construction documents (namely specifications and drawings) to be submitted to PWGSC for real property projects across Canada.

Specifications, drawings, and addenda shall be complete and clear so that contractors can prepare bids without guesswork.

2.1.1 Principles of PWGSC Contract Documents

Contact documents shall be prepared based on common public procurement principles. PWGSC does not use Canadian Construction Documents Committee (CCDC) documents.

PWGSC is responsible for preparing and issuing the construction contract and the terms and conditions as well as all other related bidding and contractual documents. For detailed information, the standard acquisition clauses and conditions commonly used by PWGSC in the contracting process are available on the buyandsell.gc.ca website.

2.1.2 Translation

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

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

2.1.3 Construction Documents Definitions

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

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

2.1.4 Quality Assurance

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

2.1.5 Quality Assurance Deliverables

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

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

2.1.6 Terminology & Quantities

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

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

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

2.1.7 Units of Measure

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

2.2 Drawings

2.2.1 General

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

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

2.2.2 Information to be Included

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

2.2.3 Title Blocks and Revision Notes

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

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

2.2.4 Drawing Numbers

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

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

2.2.5 Presentation Requirements

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

2.2.6 Legends

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

2.2.7 Schedules and Tables

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

2.2.8 North Arrow

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

2.2.9 Drawing Symbols

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

2.2.10 As-Built Drawings

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

2.2.11 Submission Format

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

2.2.11.1 Drawing Hard Copy Deliverable Format

Drawing submitted in hard copy shall be:

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

2.2.11.2 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

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

2.3 Building Information Modelling (BIM)

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

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

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

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

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

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

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

2.4 Specifications

2.4.1 National Master Specification

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

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

2.4.2 Index

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

2.4.3 Specification Organization

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

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

2.4.4 Standards

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

2.4.5 Specifying Materials

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

2.4.5.1 Alternate Products and Materials

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

2.4.5.2 Sole Sourcing

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

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

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

Designated Contractor

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

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

Designated Contractor

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

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

Materials

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

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

Acceptable Materials

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

2.4.6 Measurement for Payment

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

2.4.6.1 Unit Prices

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

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

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

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

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

2.4.7 Cash Allowances

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

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

2.4.8 Warranties

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

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

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

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

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

2.4.9 Miscellaneous Requirements

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

2.4.10 Specification Coordination

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

2.4.11 Regional Guide

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

2.4.12 Health and Safety

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

2.4.13 Subsurface Investigation Reports

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

Subsurface Investigation Report(s)

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

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

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

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

2.4.14 Prequalification and Pre-Award Submissions

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

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

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

2.4.15 Contracting Issues

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

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

2.4.16 Specification Submission Format

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

2.4.16.1 Specification Hard Copy Deliverable Format

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

2.4.16.2 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be:

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

2.5 Addenda

2.5.1 Format

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

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

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

2.5.2 Content

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

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

3 Cost Estimates

3.1 Cost Estimates Submission Formats

3.1.1 Format

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

3.1.2 Contents

All cost estimates shall contain the following:

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

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

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

3.2 Classes of Cost Estimates for Construction Projects

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

3.2.1 Class D (Indicative) Estimate

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

3.2.2 Class C Estimate

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

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

3.2.3 Class B (Substantive) Estimate

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

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

3.2.4 Class A (Pre-Tender) Estimate

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

4 Project Schedules

4.1 Schedule Format

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

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

4.2 Progress Report

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

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

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

4.2.1 Executive Summary

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

4.2.2 Narrative Report

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

4.2.3 Variance Report

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

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

4.2.4 Criticality Report

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

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

4.2.5 Exception Report

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

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

The exception report shall be provided in the following format:

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

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

4.2.6 Master Schedule

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

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

4.2.7 Detailed Project Schedule

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

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

Appendix A Checklist for the Submission of Construction Documents

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

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

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

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

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

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

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

Consultant's Representative: _____

Firm name: _____

Signature: _____ Date: _____

Appendix B Drawings and Specifications Table of Contents Template

B.1 General

List all drawings by number and title.

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

B.2 Sample Table of Contents

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

DRAWINGS:

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

SPECIFICATIONS:

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

Appendix C Addenda Formatting Template

C.1 Instructions

To re-issue a drawing with an addendum:

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

To re-issue a specification with an addendum:

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

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

C.2 Sample Addendum

Date: _____

Addendum Number: _____

Project Number: _____

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

DRAWINGS:

- 1 A1 Architecture
.1

SPECIFICATIONS:

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

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

D.1 Electronic Submissions

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

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

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

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

D.2 Directory Structure

D.2.1 1st Tier Subfolder

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

D.2.2 2nd Tier Subfolder

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

D.2.3 3rd Tier Subfolder

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

D.2.4 4th Tier Subfolder - Drawings

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

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

- Y

Where:

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

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

For the “Drawings - Dessins” folder:

= Y - Z

Where:

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

Y = the English title of the folder

Z = the French title of the folder

Example:

04 - Electrical – Électrique

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

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

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

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

D.2.5 4th-Tier Subfolders for Specifications

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

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

- Y

Where:

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

Y = the title of the folder

Example:

02 – Divisions

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

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

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

D.2.6 Directory Structure Example

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

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

D.3 Naming Convention for PDF Files

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

D.3.1 Drawing File Names

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

X### - Y

Where:

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

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

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

Example:

A001 - First Floor Details

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

The following important points about drawings are to be noted:

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

D.3.2 Specifications

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

D.3.3 Documents Other Than Specifications Divisions

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

- Y

Where:

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

Y = Name of the document

Example:

01 – Drawings and Specifications Index

D.3.4 Specifications Divisions

The specifications divisions must be named as follows:

Division ## - Y

Where:

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

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

Example:

Division 05 – Metals

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

D.4 Media Label

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

Project Number / Numéro de projet

Project Title / Titre du projet

Documents for Tender / Documents pour appel d'offres

Disk X of/de X

Example:

Project 123456 / Projet 123456

Repair Alexandra Bridge / Réparation du pont Alexandra

Documents for Tender / Documents pour appel d'offres

Disk 1 of/de 1



Interior Design Services **TERMS OF REFERENCE**

Interior Design Standing Offer Agreement

For:
Various Government of
Canada Projects in Alberta,
Saskatchewan and
Manitoba

December 22, 2021



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1 PROJECT DESCRIPTION

1.1 GENERAL

1.1.1 PURPOSE OF THE TERMS OF REFERENCE (TOR)

- .1 Public Works & Government Services Canada (PWGSC) requires the services of a licensed interior design firm (Consultant), acting as the Prime Consultant with a multi-disciplinary team of sub-consultants for the delivery of services required in the TOR.
- .2 This generic Terms of Reference (TOR) provides the Terms of Reference for the common services required for various projects.
- .3 The Consultant will be engaged through individual, project specific, "Call-Ups" which will include a project specific TOR.

1.1.2 THE TOR AND THE DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

- .1 The project specific TOR, issued at the time of the Call-Up, will describe project specific requirements, services and deliverables while the *Doing Business with PWGSC Documentation and Deliverables Manual* outlines the standards and procedures for construction documents, cost estimating and project scheduling common to all projects.
- .2 Document precedence:
 - .1 In the event of a document conflict the TOR takes precedence.

1.1.3 PROCUREMENT OF GOODS AND SERVICES

- .1 Public Procurement
 - .1 For further information refer to the following web link:
 - .1 <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#>

1.1.4 PROJECT INFORMATION

Project Information	
Project Title:	Consultant Standing Offer Agreement for Various Projects
Project Address:	Various locations throughout Alberta, Saskatchewan and Manitoba
Solicitation Number:	TBD
PWGSC Project Number:	TBD
PWGSC Contracting Officer:	TBD

1.2 BACKGROUND INFORMATION

1.2.1 USER DEPARTMENT

- .1 The User Department (i.e. Government of Canada department/agency) will be identified in the project specific TOR.

1.2.2 USER DEPARTMENT'S NEED

- .1 The User Department's need is based upon the resolution of a problem that becomes the project/intervention.



- .2 The project specific TOR - for various Call-Ups - may require the licensed interior design firm, acting in the capacity of the Prime Consultant, to provide a multi-disciplinary team of sub-consultants. Refer also to TOR, 1.5.1.

1.2.3 EXISTING CONDITIONS

- .1 The project location and description of relevant existing conditions and details that may be integral to the project, either directly or indirectly, will be outlined in the project specific TOR.

1.2.4 CHALLENGES AND CONSTRAINTS

- .1 Additional project challenges and constraints will be outlined in the project specific TOR. The following are typical examples:
 - .1 The Consultant will be required to become familiar with the project site and obtain local information as required;
 - .2 The Consultant may be required to obtain security clearances for their firm's personnel as well as any sub-consultants to visit the project site for reasons such as site reviews, attendance for site design meetings, etc;
 - .3 All site visits must be arranged through the Departmental Representative;
 - .1 Access to the project site may require an escort by representatives of the User Department;
 - .2 Visits to the Work site may be affected by Provincial Public Health measures implemented as a result of the COVID-19 pandemic. Access may be restricted or completely prohibited at any time and alternate means of gathering the information relevant to the design may be required.
 - .4 Construction on the project site will be performed during the full operation of the facilities;
 - .1 Project phasing and swing spaces must be planned to ensure minimal disruption to daily operation of the facilities;
 - .5 Consultant Work will be carried out during normal working hours when the facility is fully occupied and operational.
 - .6 Interior Lease Fit-Up projects will be funded from three sources as per the Government of Canada Workplace Fit-up Standards (i.e. Base Building fit-up, Standard fit-up and Non-Standard Client);
 - .1 The Consultant will be required to provide separate detailed cost estimating for each of the funding sources;
 - .2 Diligent cost estimating and cost control is required.
 - .7 Data cabling and related items funded by Shared Services Canada (SSC) will also be procured and constructed through a separate contract, contracted by SSC;
 - .1 The Consultant will be required to coordinate the scope of work and drawings with SSC.



.8 Long lead time items:

- .1 Office furniture and equipment components are to be procured using the Consolidated Procurement Instruments (CPI).

1.2.5 HAZARDOUS MATERIALS

- .1 Known hazardous materials will be identified in the project specific TOR.
- .2 There is always the possibility of encountering unknown hazardous materials such as mould and asbestos.

1.3 OUTLINE OF WORK

1.3.1 GENERAL

- .1 The project specific design requirements will be identified in the Call-Up.
- .2 Interior Design and/or Prime Consultant Services may consist of:
 - .1 Needs assessments/Functional Program development, ABW (Activity Based Work) survey Work/pre-planning charrettes/activities, User Department guidance and completion of the GCworkplace Space Planning Workbook;
 - .2 Interior Fit-Up work in Crown-Owned Assets and/or for scopes of work in Landlord or OGD (Other Government Department) space whereby PWGSC is required to hire a Consultant for interior design Work;
 - .3 Office Furniture Support Services such as;
 - .1 Furniture Assessment and Inventory;
 - .2 Feasibility studies/options analysis, conceptual planning at the pre-planning stages;
 - .3 Support of furniture procurement activities, including;
 - .1 Furniture strategy development,
 - .2 Establishment of budget and selection of furniture using PWGSC furniture procurement tools,
 - .3 Oversight/coordination of furniture moves/delivery/installation.

1.3.2 PROJECT #1 – FUNCTIONAL PROGRAM

- .1 Evaluate functional and operational requirements in the two existing User Department locations, with the intent of providing direction for the design of the future consolidated office, warehouse and outdoor compound location.
 - .1 Office function will be based on the Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook.
 - .1 Refer to "Fit-Up Standards" Definition.
 - .2 Warehouse and Outdoor Compound functions will require a detailed assessment of the User Department's technical and operational requirements (i.e. what does the User Department need in the warehouse to operate?).



- .2 Provide a qualitative (functional) and quantitative (net area and gross area) description of all required spaces to support the following functional areas:
 - .1 Office and support space for 67 FTEs (Full Time Equivalents / User Department full-time staff);
 - .1 928 m²u.
 - .2 Warehouse and Special Purpose Space (SPS) for 1 FTE;
 - .1 Warehouse - 1,846 m²u;
 - .1 Approximately 1,300 m²u used for storage (5.5 metre high racks).
 - .2 SPS;
 - .1 Evidence Storage – 104 m²u,
 - .2 Laboratory (preparation lab for water science) – 25 m²u.
 - .3 Outdoor (fenced) Compound space;
 - .1 2,624 m²u.
- .3 Additional Functional Requirements.
 - .1 Security:
 - .1 Perimeter doors require proximity card readers, electric strikes and intrusion alarms;
 - .2 Street level windows required intrusion and glass-break in the area of the windows;
 - .3 Evidence room(s) constructed according to the RCMP Secure Room I standard.
 - .2 Interior and exterior dangerous goods storage (e.g. handguns, ammunition, bear spray, propane bottles, paints, solvents, batteries, compressed gases).
 - .3 Mechanical:
 - .1 Enforcement areas will require a secure enclosure with separate HVAC controls;
 - .2 Separate exhausting for welding, soldering, wood working and battery charging areas;
 - .3 Water Science Laboratory requires a fume hood and bench level ventilation unit;
 - .4 Vehicles may be used inside the warehouse to periodically relocate or store ATVs, boats, etc.
 - .4 Electrical
 - .1 Work and welding areas require 220 volt service.

1.3.3 PROJECT #2 – OFFICE FIT-UP WORK

- .1 The User Department currently occupies 700 m² of leased office space and will be relocating into 600 m² of space in a Government of Canada building. The User Department intends to keep most of their existing loose office furniture and as many workstation components as possible (new workstations will be smaller). Additional furniture will be procured through PWGSC.



- .1 Office Furniture Support Services (including an assessment and inventory of existing furniture to be retained) are required to support PWGSC in the procurement of all additional furniture required for this project.
- .2 Preliminary space requirements are based upon the Government of Canada Space Allocation Standards Calculator. The Consultant is required to finalize the space requirements with a Level 2 Functional Program (refer to Definition) based upon Activity Based Work concepts using Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook.
 - .1 Refer to "Fit-Up Standards" Definition.
- .3 The tenant improvements program includes:
 - .1 Number of employees - 50 Full Time Equivalents (FTEs);
 - .2 Basic Office Space, 600 m²u;
 - .3 Basic Office Space includes:
 - .1 40 workstations/workpoints in 2-open office areas;
 - .1 Quiet zone,
 - .2 Active zone.
 - .2 Support spaces (e.g. kitchenettes, office equipment areas, open and enclosed collaborative areas, telecommunication rooms, etc.);
 - .3 There is no Special Purpose Space associated with this occupancy.
- .4 Data cabling and telecommunication equipment will be procured and constructed outside of the Fit-up construction contract by Shared Services Canada (SSC). The Consultant is required to coordinate the scope of work and drawings with SSC.

1.3.4 PROJECT #3 - OFFICE FURNITURE SUPPORT SERVICES

- .1 The User Department needs to accommodate 6 new FTEs within existing office space. Based upon current PWGSC space allocations a section of the office space containing 15 large workstations (i.e. 3.0 x 3.0 metres) and 1 underutilized collaboration space will provide sufficient space for 21 smaller (i.e. 1.8 x 2.4 metres) workstations including circulation space. Provide the following Office Furniture Support Services (TOR, 2.5):
 - .1 Existing Furniture Assessment;
 - .1 Use existing workstation components where possible;
 - .2 Existing Furniture Inventory for Reuse;
 - .3 New Furniture Recommendations;
 - .1 Including cost estimates and recommended furniture procurement strategy (e.g. supply arrangements using the Client Search Tool);
 - .4 Floor Plan;
 - .1 Including new electrical and telecom (by SSC);
 - .5 Move Management;



- .1 Coordinate furniture delivery and installation.

1.4 OBJECTIVES

1.4.1 GENERAL GOALS

- .1 Quality Design through the Collaborative Project Delivery process – refer to Definitions.
- .2 Fully integrate all new components and systems with existing including architectural, interior design, structural, mechanical, electrical, IT and security design.
- .3 Provide an integrated design and construction process involving:
 - .1 Interdisciplinary collaboration, including all stakeholders as identified, design professionals, contractors and authorities having jurisdiction;
 - .2 Agreed upon design principles and decision making protocols.
- .4 Enable a healthy, safe, positive and vibrant workplace through the provision of good air quality, a balance of natural and artificial lighting, acoustic control, temperature control and sufficient space requirements.
- .5 Review trends and identify, through benchmarking, requirements necessary to provide creative, functional and cost effective Fit-Up solutions.
- .6 Integrate universal design for accessibility in all fit-up components to ensure workplace features are accessible to all users including those with permanent and temporary disabilities/impairments.
- .7 Achieve design excellence that will be recognized by the interior design and engineering industry.
- .8 Provide clear and comprehensive furniture documents to support implementation of the project specific furniture procurement strategy and installation.
- .9 Fully integrate the Government of Canada Workplace Fit-Up standards, User Department standards and all functional requirements to provide best long-term value for the duration of the lease.

1.4.2 HERITAGE

- .1 For buildings (including interior elements) designated as “classified” or “recognized” by the Federal Heritage Building Review Office (FHBRO):
 - .1 Heritage requirements may include detailed heritage information and/or a FHBRO Heritage character statement;
 - .2 The project will follow a conservation approach based on accepted principles and practices described in the *Standards and Guidelines for the Conservation of Historic Places in Canada*;
 - .1 Implement solutions with minimum intervention and resulting in the least harm to the heritage characteristics of the building.
 - .3 PWGSC Heritage Conservation architects will review each submission of Work by the Consultant.



1.4.3 ENVIRONMENTAL/SUSTAINABLE DEVELOPMENT

- .1 Environmental and sustainable targets – typically LEED® / Green Globes, best/innovative practices and/or User Department standards - will be described in the project specific TOR.

1.4.4 PROJECT DELIVERY

- .1 The majority of projects will use a design-bid-build approach. Construction will be procured through a Call-Up or through a publicly advertised bid process.
- .2 Some projects may use a construction management approach. Construction will be procured with multiple tender packages through the Construction Manager.
 - .1 Anticipated tender packages will be described in the project specific TOR.
- .3 Furniture will be procured through supply arrangements and/or competitive bidding.
- .4 Coordination of services with other consultants and contractors engaged by PWGSC may be required such as:
 - .1 Shared Services Canada (information technology and telephone installations);
 - .2 Furniture installers;
 - .3 Furniture movers;
 - .4 Environmental Services (i.e. hazardous abatement).

1.5 SUMMARY OF SERVICES AND SPECIALTIES

1.5.1 GENERAL SERVICES

- .1 The Prime Consultant will provide professional/licensed interior design services and a full Consulting Team relevant to the nature of the project.
 - .1 Professional/Licensed/Registered Interior Design services:
 - .1 Licensed/Registered/Professional to practice in the applicable province.
 - .2 Office furniture/systems furniture expertise.
 - .2 The Consultant Team shall be comprised of qualified technical experts with experience relevant to the project who are eligible to work in the applicable province.
 - .3 The Consultant Team is required to maintain its expertise for the duration of the project.
- .2 Each project will require other specialties engaged as required through Consultant Sub-Agreements as described in the project specific TOR. Sub-consultants may be required for the following specialist services:
 - .1 Structural, Mechanical, Electrical, Fire Protection Engineering;
 - .2 Systems Furniture technical specialist;
 - .3 Laboratory specialist;
 - .4 Building Code specialist;
 - .5 Audio Visual specialist;



- .6 Commissioning specialist;
- .7 Schedule Management specialist;
- .8 Risk Management specialist;
- .9 Acoustical specialist;
- .10 Security specialist;
- .11 Specification specialist;
- .12 Cost Estimating / Quantity Surveying specialist;
- .13 Others as required.

1.5.2 SECURITY

- .1 Security requirements are specific to the specific User Department and nature of the project.
- .2 The Consultant Team will be subject to security clearance checks as necessitated by the nature of the project and identified in the project specific TOR.
- .3 The Consultant Team is expected to reasonably protect documents in their care and information related to the User Department and project to which they have access.

1.6 SCHEDULE

1.6.1 GENERAL

- .1 The project is to be delivered and ready for acceptance in accordance with the project specific TOR.
- .2 The Consultant will be required to prepare a schedule in accordance with the milestone list provided in the project specific TOR.

1.7 COST

1.7.1 CONSTRUCTION BUDGET / ESTIMATED CONSTRUCTION COST

- .1 The construction budget or estimated construction cost will be identified in the project specific TOR, if known/where applicable.

1.8 EXISTING DOCUMENTATION

1.8.1 AVAILABLE FOR THE CONSULTANT

- .1 Documentation relative to the project and as available will be detailed in the project specific TOR.

1.9 CODES, ACTS, STANDARDS, REGULATIONS

1.9.1 GENERAL

- .1 Applicable Codes, Acts, Standards and Guidelines will be included in the project specific TOR. Typical requirements may include:
 - .1 National/Provincial Building, Fire and Plumbing Codes;
 - .2 CSA/B561-18, Accessible Design for the Built Environment;
 - .3 The Canada Labour Code (CLC);
 - .4 The Canada Occupational Health and Safety Regulations;
 - .5 Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook;
 - .6 User Department standards (where applicable).



- .2 The Authorities Having Jurisdiction (AHJ) on the project typically are:
 - .1 The local municipal AHJs, or;
 - .2 As identified by the User Department (e.g. User Department Fire Protection Coordinator), and;
 - .3 The Treasury Board of Canada Secretariat, accessed through the Departmental Representative;
- .3 The Consultant Team must identify, analyse and design the project in accordance with the requirements of all AHJs and all applicable Codes, Acts, Standards and Guidelines and Legislation:
 - .1 Be versed with the legislation and requirements that are unique to Federal Government buildings in Canada;
 - .1 Standard Operation Procedures to meet the Canada Labour Code.
 - .2 Be versed with the legislation and requirements that are unique to Federal Government projects tendered through Public Works and Government Services Canada.



2 REQUIRED SERVICES

2.1 GENERAL REQUIREMENTS

2.1.1 GENERAL

- .1 The project specific TOR will identify the project specific requirements including:
 - .1 Services Required;
 - .2 Project Stages and Deliverables.

2.1.2 SERVICES

- .1 The project TOR will outline the Consultant services required to suit the project scale and scope. The following is a list of Services typically required for a design-bid-build project:
 - .2 Commissioning.
 - .3 Cost Management.
 - .4 Office Furniture Support.
 - .5 Audio-Visual Design.
 - .6 Pre-Design.
 - .7 Schematic Design.
 - .8 Design Development.
 - .9 Construction Documents.
 - .10 Tendering (to assist the Departmental Representative).
 - .11 Construction Support.
 - .12 Post Construction.

2.2 PROJECT REVIEW AND ACCEPTANCE

2.2.1 GENERAL

- .1 Comply with all applicable laws and regulatory requirements as required by the General Conditions of the Request for Standing Offer.

2.2.2 QUALITY ASSURANCE REVIEWS, ACCEPTANCE AND PRESENTATIONS

- .1 Each submission at each Project Milestone is subject to reviews by the Departmental Representative, User Department representatives, the PWGSC Architectural and Engineering Centre of Expertise (AECOE) and other project stakeholders.
- .2 Project delivery team acceptance includes both the PWGSC Architectural & Engineering Centre of Expertise (AECOE) reviews and User Department acceptance.
- .3 The purpose of each review is information/awareness, technical quality (including fire protection, health and life safety) and to ascertain for PWGSC that the Consultant has reasonably fulfilled the project objectives.
- .4 At each submission:
 - .1 Review submissions will be posted on the project FTP site (e.g. AutoDesk BIM 360 Docs) in searchable PDF format;
 - .2 Expected turnaround time for each review is ten (10) working days;



- .3 The Consultant Team will receive review comments in the form of an editable MS Word document or MS Excel document;
- .4 The Consultant Team shall provide a single coordinated written response within five (5) working days of receiving review comments;
 - .1 Add comments to the active document provided and returned as an active document once all Consulting Team comments are included and complete.

2.3 COMMISSIONING SERVICE

2.3.1 GENERAL

- .1 The purpose of the Commissioning Service is to certify that a fully functioning project, meeting the Owner's Project Requirements (OPR), is delivered to the User Department through appropriate design and construction verifications.
- .2 Commissioning (Cx) is mandatory for all Government of Canada projects and is an integral part of the Consultant's required services.
 - .1 Required Cx activities and deliverables are listed within each project phase service.
- .3 Participation in commissioning is based on the project scope, complexity and risk.
- .4 Provide commissioning service on the basis of CAN/CSA Z320-11.

2.3.2 SCOPE AND ACTIVITIES

- .1 Refer to Pre-Design to Post-Construction Services for commissioning scope and activities.

2.3.3 DELIVERABLES

- .1 Refer to Pre-Design to Post-Construction Services for commissioning deliverables.

2.4 COST MANAGEMENT SERVICE

2.4.1 GENERAL

- .1 In addition to the cost estimating requirements in the *Doing Business with PWGSC Documentation and Deliverables Manual* include the following cost management services:
 - .1 Provide breakdown cost estimates as per the following funding accountabilities (refer also to Government of Canada Workplace Fit-Up Standards, article A3.3):
 - .1 Base Building (PWGSC funded);
 - .2 Fit-Up (PWGSC/User Department funded), and;
 - .3 Other Fit-Up (User Department funded).
 - .2 Cost estimates and Consultant billing are required to be broken down by fiscal year (i.e. April 1 - March 31);
 - .3 Include a cost breakdown for commissioning activities in all cost estimates.



2.4.2 DELIVERABLES

- .1 Refer to Pre-Design, Schematic Design, Design Development, and Construction Document Services for cost estimate deliverables.

2.5 OFFICE FURNITURE SUPPORT SERVICE

2.5.1 GENERAL

- .1 Provide complete and integrated Office Furniture Support Services for the User Department's project from Pre-Design to Project Close Out.
 - .1 Office Furniture Support Services are the seamless integration of all furniture, equipment and appliances required for a finished project that is ready for use by the occupants in compliance with the Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook and/or User Department standards.
- .2 Confirm the following with the Departmental Representative, PWGSC Architecture and Engineering Centre of Expertise (AECOE) and PWGSC Acquisitions representatives:
 - .1 Roles and Responsibilities within the PWGSC furniture procurement models;
 - .2 Lines of Communication, and;
 - .3 Project specific Furniture Procurement Strategy.
 - .4 User Department procurement tools.

2.5.2 TRAINING

- .1 PWGSC AECOE will provide training (minimum 4 hours) using PWGSC procurement tools and throughout the project, as required.

2.5.3 REPORTS

- .1 Existing Furniture Assessment
 - .1 Prepare a furniture assessment including:
 - .1 Manufacture, series, model type;
 - .2 Age of furniture and applicable warranties;
 - .3 Location of existing furniture;
 - .4 The technical nature, condition, aesthetic, ability to procure additional parts and services for the existing furniture and ease of facility management as it pertains to the health, safety, and welfare of the end-users;
 - .5 Recommendations and percentage of existing furniture for reuse in "as-is" condition, refurbished for reuse, slated for surplus through Crown Assets, slated for recycling/landfill or a combination thereof;
 - .1 Suitability of the existing furniture to be incorporated into a new floor plan, should consider the sizes of the components (e.g. height of system panels, adjustability of work surfaces, reduction in paper storage, etc.).
 - .6 Cost Benefit Analysis;



- .1 Prepare a Cost Benefit Analysis (may be associated with an existing PWGSC Furniture Assessment) including:
 - .1 Furniture options;
 - .1 Cost estimates for furniture options;
 - .2 Basis of Estimate (BOE) narrative.
 - .2 Justifications and recommendations for a furniture reuse strategy based on best value;
 - .1 Analyse and compare cost estimates for furniture options,
 - .2 Non-monetary costs and considerations (e.g. environmental impact, disruption to operations, etc.).
- .2 Existing Furniture Inventory for Reuse
 - .1 Provide a complete inventory of all screens/partitions, workstations and components, freestanding furniture, equipment, and appliances suitable for the project as per the Existing Furniture Assessment.
 - .2 Include quantity, size and details unique to the project.
 - .3 Based upon the Functional Program provide a spreadsheet showing all existing furniture, equipment and appliances to be reused, repurposed, reconfigured and/or stored as surplus as part of the project.
 - .4 Update the report throughout the project as required.
- .3 New Furniture Recommendations
 - .1 Based upon the selected schematic design option provide a detailed list and procurement strategy for all new furniture, equipment and appliances for the project.
 - .2 Tag furniture and equipment to reflect the recommendations of the Existing Furniture Assessment and Cost Benefit Analysis.
- .4 Government of Canada Search Tool Sort Results
 - .1 Enter User Department requirements into the Government of Canada Search Tool to determine availability of furniture type, manufacturer and costs.
- .5 Furniture Procurement Workbook
 - .1 Summary of:
 - .1 Government of Canada Search Tool;
 - .2 Installation phasing for each commodity.
 - .2 Site and project information (e.g. site location, elevator and loading dock constraints).
 - .3 Appendices (drawings):
 - .1 Systems partitions;
 - .2 Workspaces;
 - .1 Categories 2 to 6 (NMSA);
 - .2 Seating NMSA;
 - .3 Reused Furniture and Equipment;



- .4 Furniture to be procured by the User Department.
- .4 Update the Workbook as required.

2.5.4 FURNITURE TENDER DOCUMENTS

- .1 Develop furniture procurement packages. Include the following in each procurement package:
 - .1 Furniture commodities and quantities to be procured;
 - .2 Components, loose furniture commodities and accessories required to support the design;
 - .3 Supporting infrastructure and building systems;
 - .4 Coordinated Furniture Plans and Elevations;
 - .5 Master Furniture Plan, including:
 - .1 Furniture for each procurement method and category on separate layers;
 - .1 All furniture items should be individually identifiable by *Government of Canada Unique Identification Code (GoCUIC)* numbers to determine quantities required.
 - .2 Legend with;
 - .1 Full description,
 - .2 Overall dimensions, and
 - .3 Quantities and GoCUIC number (where applicable).
 - .3 Identification of all accessories and lighting components to be supported from the panels;
 - .4 Critical installation dimensions (aisle lengths, widths, location relative to architectural elements).
 - .6 Panel Plan drawings (if required) showing:
 - .1 Differentiation between powered and non-powered panels;
 - .2 Power, voice and data outlets;
 - .3 Power spines;
 - .4 Top and base feed locations;
 - .5 Typical panel elevations, showing locations of outlets, glazed panels and accessories;
 - .6 Locations of connectors at X, L and T panel junctions, and;
 - .7 The number of workstations.
 - .7 Class A Cost Estimate for each furniture category, including delivery, installation and taxes;
- .2 Invitation to Tender (ITT). In addition to furniture procurement packages include the following:
 - .1 Work Spaces - Government of Canada Search Tool and;
 - .2 Seating - Government of Canada Search Tool.
- .3 Request for Proposal (RFP). In addition to furniture procurement packages include the following:
 - .1 *Matrix of User Department furniture requirements;
 - .2 *Matrix of selected/agreed upon furniture solutions (with input from the User Department and Departmental Representative);



- .3 Furniture Specifications (in *matrix format) from selected furniture solutions;
 - .1 Document and cross reference unique/innovative manufacturer criteria meeting User Department requirements;
 - .1 This will form the Point-rated Criteria of the furniture specifications;
 - .2 Based on research of furniture criteria and compliance by manufacturers, the furniture specifications matrix will be divided into two-parts:
 - .1 Mandatory Criteria, and;
 - .2 Point-rated Criteria.
 - .4 Compilation of manufacturer product cut-sheets and acceptable compliance documentation from research.
**Matrices must provide cross references to manufacturer product cut-sheets, manufacturer confirmation correspondences or other form of compliance documentation acceptable to PWGSC.*
- .4 Sole Sourcing.
 - .1 Provide furniture procurement packages.
- .5 Low Dollar Value (maximum of \$25,000).
 - .1 Provide furniture procurement packages.
- .6 Review the schedule, determine risks and propose mitigation measures associated with the Furniture Procurement Strategy.
 - .1 Documents must support the project Risk Management Plan and Project Schedule.

2.5.5 MOVE MANAGEMENT

- .1 Prepare a Move Plan in compliance with the Departmental Representative's Move Process (refer to the Move Plan and Move Process Definitions).
- .2 Provide field reviews at delivery, installation and as required to assist the Departmental Representative with administration services.
 - .1 Reject unsatisfactory Work;
 - .2 Provide written reports on field reviews.
- .3 Coordinate and report on the replacement, storage, packing, shipping and return of damaged and incorrectly ordered furniture, components, equipment and appliances.
- .4 Confirm that power, telecommunications and other applicable building infrastructure is connected as required to furniture, equipment and appliances.

2.5.6 DELIVERABLES - PRE-DESIGN TO CONSTRUCTION DOCUMENTS SERVICES

- .1 Submit all 'Reports' for review during Pre-Design and Schematic Design Services (schedule to be confirmed at the project start-up meeting).
 - .1 Revise as required.
 - .2 All reports must be approved before proceeding with the Design Development Service.



- .3 Provide one (1) electronic searchable PDF copy on the project FTP site.
- .2 Submit completed 'Furniture Tender Documents' and the 'Move Plan' for review during the preparation of the project construction documents.
 - .1 Revise as required.
 - .2 The Furniture Tender Documents and the Move Plan must be approved before proceeding with the Tender Service.
 - .3 One (1) copy of each drawing in AutoCAD - DWG file format.
 - .4 Provide one (1) electronic searchable PDF copy on the project FTP site.

2.5.7 FURNITURE TENDER SUPPORT

- .1 Meet with the PWGSC Architecture and Engineering Centre of Expertise and PWGSC Acquisitions Branch representatives to review and confirm requirements to support the Furniture Procurement Strategy.
- .2 Provide written clarifications/responses to bidder queries. Supplementary drawings may be required to accompany written responses.
- .3 Participate on the Evaluation Board to confirm technical conformance of furniture bid submittals.
- .4 Provide colour and finish selections for awarded furniture packages that:
 - .1 Coordinate with architectural colours and finishes (as approved in the Design Development phase) and;
 - .2 Support the intended usage and facility management of the furniture items.
- .5 Review furniture shop drawings and installation plans supplied by furniture suppliers.

2.5.8 DELIVERABLES - POST CONSTRUCTION SERVICES

- .1 Furniture Record Drawings.
 - .1 One (1) copy of each record drawing in AutoCAD - DWG file format.
 - .1 Refer to the *Doing Business with PWGSC Documentation and Deliverables Manual* for AutoCAD drawing requirements and standards.
- .2 Furniture Operations Manual.

2.6 AUDIO-VISUAL DESIGN SERVICE

2.6.1 GENERAL

- .1 Provide complete audio-visual design services integrated with telecommunications and audio-visual equipment supplied and installed by Shared Services Canada (SSC).]

2.6.2 SCOPE AND ACTIVITIES

- .1 Audio-Visual Assessment and Cost Benefit Analysis / Recommendations.
 - .1 Prepare an audio-visual assessment based on existing on-site inventory.
 - .2 Prepare a Cost Benefit Analysis associated with Audio-Visual Assessment including:



- .1 Justifications and recommendations for re-use based on best value to the User Department.
- .2 Inventory.
 - .1 Provide a complete inventory of all existing audio-visual equipment suitable for the project.
 - .2 Tag audio-visual equipment to reflect recommendations as per the Audio-Visual Assessment and Cost Benefit Analysis.
 - .1 Include wiring diagrams.
- .3 Sound Masking Design
 - .1 Confirm requirements with the User Department.

2.6.3 DELIVERABLES

- .1 Pre-Design:
 - .1 Audio-Visual Assessment and Cost Benefit Analysis Report;
 - .2 Inventory Report.
- .2 Construction Documents:
 - .1 Integration of audio-visual and sound masking design with the construction documents.

2.7 PRE-DESIGN SERVICE

2.7.1 GENERAL

- .1 The Pre-Design Report demonstrates the Consultant's readiness to commence the Work and consolidate the scope of the design.
- .2 The Pre-Design Report will be utilized as the benchmark project control document to monitor progress of the project.
- .3 Pre-Design is typically comprised of the following activities:
 - .1 Assess existing site and conditions;
 - .2 Review all existing documents and reports;
 - .3 Confirm and document the Owner Project Requirements (OPR);
 - .4 Conduct a building code analysis to support the design requirements;
 - .5 Identify commissioning requirements;
 - .6 Confirm and document functional requirements including facilitation of workshops with the User Department.

2.7.2 SCOPE AND ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 Participate in meetings, prepare minutes and decision logs.
- .2 Review all existing reports, documents and material related to the project, including all requirements identified in this TOR.
- .3 Visit the project site to confirm site conditions.
 - .1 Document any variance between provided documents and existing site conditions;
 - .1 Revise record drawings as required.
 - .2 Review floor loading capacity and anticipated load occupancy for any increase in population density and effects on life safety



compliance, washroom capacity, accessibility and emergency egress.

- .4 Confirm:
 - .1 All additional information that will be required to deliver the project;
 - .2 Environmental and sustainable targets defined in 1.4 Objectives, including recommendations.
- .5 Prepare a Project Procedures Plan – refer to Definition.
 - .1 Commentary on the Departmental Representative's:
 - .1 Preliminary Cost Estimate;
 - .2 Preliminary Schedule (including Commissioning);
 - .3 Risk Management Plan.
 - .6 Initiate the Commissioning process:
 - .1 Develop the Owner Project Requirements (OPR) - refer to Definition;
 - .2 Confirm the extent of commissioning requirements;
 - .3 Define the Commissioning Team;
 - .4 Prepare a project specific design phase Commissioning Plan – refer to Definition.

2.7.3 FUNCTIONAL PROGRAM SCOPE AND ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 On the basis of the Departmental Representative's information, the Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook, meet with the User Department to develop the functional requirements.
- .2 Prepare an agenda and a questionnaire to facilitate an on-site assessment of the User Department's functional space and operational/service requirements:
 - .1 Develop and document for User Department approval the relationship and adjacencies of all functional areas.
- .3 Prepare a complete list of all functional needs clearly describing all space requirements including:
 - .1 Useable area requirements for each individual functional space/area type;
 - .2 Gross area summary needed to accommodate the functional program;
 - .3 A description of work activity within each space.
- .4 Confirm and compare space allocations against the User Department organizational chart if available.
- .5 Provide a summary of each functional space type including:
 - .1 Plan diagram (including equipment and furnishings);
 - .2 Common spaces;
 - .3 Equipment spaces;
 - .4 Support spaces, and;
 - .5 Special Purpose/other functional spaces required by the User Department.



- .6 Provide a summary of the number (and type) of staff for each functional space.
- .7 Provide a description of specific technical requirements indicating general Architectural, Structural, Mechanical and Electrical systems applicable to each functional area and/or each space type including:
 - .1 Required operational and service infrastructure;
 - .1 Collaborate with identified lead User Department representative and the Departmental Representative to obtain professional and technical input,
 - .2 Identify all required special conditions to support the project program,
 - .3 Identify all security, acoustic and special fire separation requirements, and;
 - .4 Identify any potential Occupational Health and Safety requirements.
 - .2 A review and definition of all audio-visual and IT requirements;
 - .3 Structural floor and overhead loading requirements to support program functions (where applicable).
- .8 Identify major equipment and casework requirements for each functional area/space.
- .9 Review and define the User Department's storage requirements, including:
 - .1 Size, locations, furnishings/equipment and security.
- .10 Prepare a regulatory analysis, including applicable Codes, Standards and Regulations.
- .11 Based on the Functional Program, prepare a Budget summary of design items/components and estimated cost breakdown, including:
 - .1 A Class 'D' cost estimate in the compiled Pre-Design document.
 - .1 CSC/CSI UniFormat™ 2010;
 - .2 Indicative (+/- 20%-25%), UniFormat™ Level 2 detail is required.
- .12 Based upon the approved draft Functional Program, develop, for Acceptance by the Departmental Representative and User Department, the following:
 - .1 Spatial relationship diagrams to indicate adjacency requirements between each of the spaces and groups of spaces, and;
 - .2 Block plans;
 - .1 Showing the location of each functional component, and;
 - .2 To determine reasonable net to gross area ratios.
- .13 Functional Program Workshops:
 - .1 Arrange and facilitate functional programming workshops shortly after appointment of the Consultant Team;
 - .1 Introduce the Functional Program process, stages and required arrangements and authorities, and;



- .2 Participate in a site tour to understand the occupancy and operational requirements, support areas, Special Purpose Space needs and layouts, and project related requirements.
- .2 Arrange and facilitate follow up sessions during Pre-Design Services as required.

2.7.4 DELIVERABLES

- .1 Pre-Design Report documenting the Pre-Design Scope and Activities and Functional Program Scope and Activities.
 - .1 Revise as required.
 - .2 Provide one (1) electronic searchable PDF copy on the project FTP site.

2.8 SCHEMATIC DESIGN SERVICE

2.8.1 GENERAL

- .1 Obtain written authorization from the Departmental Representative before proceeding with Schematic Design.
- .2 Schematic Design process:
 - .1 Explore, develop and compare design options for increased program and space efficiencies, operational effectiveness, and potential areas of optimization, performance verification, preliminary cost analysis and alternatives.
 - .2 Facilitate the selection of one (1) design option for further detail development and evaluation;
 - .1 Establishes the Basis of Design (BOD) to confirm completeness of response to the functional programming requirements - refer to the Definition.
 - .3 Present a Schematic Design Report for:
 - .1 PWGSC Quality Assurance (QA) review, and;
 - .2 Departmental Representative sign-off and approval to proceed to Design Development Services.

2.8.2 SCOPE & ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 Participate in meetings, prepare agenda, minutes and decision logs.
- .2 Prepare a Schematic Design Report documenting the review and analysis of viable and distinct interior design options.
 - .1 Develop, for the Departmental Representative's Acceptance, the evaluation parameters.
 - .2 Analyse each option for compliance with the project functional and technical requirements in the approved Pre-Design report.
 - .3 Develop and include a Basis of Design (BOD) narrative for each option – refer to the Definition.
 - .4 Confirm compliance with applicable codes, acts and regulations for each option. If applicable, present alternate solutions for consideration by both the Departmental Representative and the AHJ.
- .3 Recommend one option to proceed to Design Development (DD).



- .4 Obtain the Departmental Representative's Acceptance of the recommended option.
- .5 Interior Design:
 - .1 Design synopsis;
 - .1 Include how each option addresses and supports the Functional Program.
 - .2 Plan drawings;
 - .1 Include office, furniture and support spaces layouts;
 - .2 Develop furniture and equipment plans to support each Schematic Design option;
 - .3 Include clearance dimensions demonstrating barrier-free access and conformance to the building and fire codes;
 - .4 All furniture requirements should take into consideration the items and sizes of the components that are available through the CPI's.
 - .5 Show system panels at maximum available thickness;
 - .6 Take into consideration panel system maximum runs;
 - .7 Include existing furniture to be reused;
 - .8 Document benefits, potential conflicts, concerns, challenges and risks associated with each furniture option.
 - .3 Methods to address acoustic requirements;
 - .4 Identify fire resistance ratings and STC ratings.
- .6 Engineering:
 - .1 Design synopsis;
 - .2 Proposed engineering systems Work;
 - .3 Impact on building systems.
- .7 Update the OPR and Commissioning Plan.
- .8 Review, validate and update the details of the Functional Program requirements, including space data sheets.
- .9 Update the sustainable design strategy and report on sustainability targets.
- .10 Update the Budget, schedule (including furniture) and risk analysis. Identify any conflicts that will need to be addressed with respect to scope, quality, schedule, and cost:
 - .1 Prepare a Class 'C' Cost Estimate for each option.
 - .1 CSC/CSI UniFormat™ 2010;
 - .2 Indicative (+/- 15%), UniFormat™ Level 3 detail is required.
- .11 Facilitate a presentation of the Schematic Design report involving the Departmental Representative and User Department representatives.
 - .1 Anticipate minor revisions to the schematic designs prior to sign-off by the Departmental Representative and User Department.

2.8.3 DELIVERABLES

- .1 Schematic Design Report documenting the Schematic Design Scope and Activities.



- .1 One (1) electronic searchable PDF copy on the project FTP site.

2.9 DESIGN DEVELOPMENT SERVICE

2.9.1 GENERAL

- .1 Obtain written authorization from the Departmental Representative before proceeding with design development.
- .2 Refine and develop the selected design option prepared and approved in Schematic Design.
- .3 Finalize all major design components, technical criteria and performance objectives, cost estimates schedule and codes/standards regulatory compliance prior to advancing to the Construction Document Service.
 - .1 Confirm that the design continues to support the project specific objectives documented in the Pre-Design Service.
- .4 Integrate all components and systems, including architectural, structural, mechanical, electrical, information technology (IT), multimedia, security and furniture design.

2.9.2 SCOPE AND ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 Participate in meetings, presentations, prepare agenda, minutes and decision logs.
- .2 Prepare a Design Development Report to further develop the selected Schematic Design option and expand the intent for each discipline to complete the design for this project.
- .3 Develop sub-system options for various disciplines.
- .4 Interior Design:
 - .1 Prepare floor plans, sections, office furniture layouts and detailed room layouts;
 - .1 Develop detailed layouts within the selected option. Include details associated with spaces such as:
 - .1 Open office areas (e.g. workstations, collaborative spaces);
 - .2 Office support spaces (e.g. offices, meeting rooms), and;
 - .3 Obtain approval for final furniture layouts.
 - .2 Update furniture plans as per the selected option;
 - .1 Coordinate with required disciplines to ensure that all building systems are incorporated into office furniture plans to support the design and program requirements.
 - .2 Include clearance dimensions demonstrating barrier-free access and conformance to the building and fire codes;
 - .3 Incorporate all new furniture, equipment and appliances and all re-used / re-purposed furniture, equipment and appliances into the drawings;
 - .4 Differentiate between furniture and equipment items to be re-used from new furniture and equipment items.
 - .2 Provide reflected ceiling plans of ceilings with special features;
 - .3 Provide plans and preliminary details for millwork;
 - .4 Provide door / window schedules and interior elevations;



- .5 Provide partition types including detail sections of walls with special design features requiring illustration and explanation at this stage, such as fire resistance ratings, acoustical barriers (include Sound Transmission Class – STC ratings) and security partitions.
- .6 Identify proposed architectural/interior design materials, finishes and colours;
 - .1 Submit three (3) finish sample boards;
 - .2 Final furniture finish choices will be made after the award of the furniture contracts.
- .5 Mechanical Engineering:
 - .1 Update the design synopsis;
 - .2 Provide catalogue cut sheets of representative equipment for each type of component to be used on the project;
 - .3 Provide preliminary layout drawings showing all proposed systems and components required for the project.
- .6 Develop a Preliminary Project Description to Uniformat™ Level 4 detail – refer to Definition.
- .7 Update the Budget, schedule, risk analysis and identify any conflicts that will need to be addressed with respect to the scope, quality, schedule and cost.
 - .1 Include the Furniture Procurement Strategy.
- .8 Corresponding directly to the Preliminary Project Description PPDFormat™, prepare a Class 'B' Cost Estimate:
 - .1 CSC/CSI UniFormat™ 2010;
 - .2 Substantive (+/- 10%), Uniformat™ Level 4 detail is required.
- .9 Update the sustainable design strategy and report on sustainability targets.
- .10 Provide Building Performance Verification statement indicating that the building, as per the LDP, remains capable to support the project requirements.
- .11 Update the schedule and identify any conflicts that will need to be addressed with respect to scope, quality, schedule and cost.
- .12 Update the functional requirements space summary.
- .13 Codes, Standards and Regulations:
 - .1 Continue to review all applicable references related to the project,
 - .2 Provide a conformance verification statement.
- .14 Update the OPR, BOD and Commissioning Plan.
 - .1 Confirm BOD and Commissioning Plan conformance to OPR.
- .15 Develop system component lists including equipment, components, systems and different levels of integration between systems to be commissioned:
 - .1 List of components that delineate and make up the respective systems;
 - .2 List of systems that delineate and make up the respective integrated systems, and;



- .3 List of integrated systems.
- .16 Develop Commissioning forms and verification check sheets specific to pre-functional (static installation and start-up) and functional performance verification tests (dynamic operation and integrated operation) for all components, systems and integrated systems specific to the project.
- .17 Develop a Commissioning Issues/Resolution log.
- .18 Facilitate a presentation of the Design Development report involving the Departmental Representative and User Department representatives.
 - .1 Anticipate minor revisions prior to Acceptance by the Departmental Representative and User Department.

2.9.3 DELIVERABLES

- .1 Design Development Report documenting the Design Development Scope and Activities.
 - .1 One (1) electronic searchable PDF copy on the project FTP site.

2.10 CONSTRUCTION DOCUMENTS SERVICE

2.10.1 GENERAL

- .1 Obtain written authorization from the Departmental Representative before proceeding with construction documents.
- .2 Develop the necessary construction documents required to tender the approved design.

2.10.2 SCOPE AND ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 Coordinate, chair, prepare minutes and report on project meetings.
 - .1 Present the updates and supporting analysis within project meetings.
- .2 Prepare tender packages coordinated with all disciplines.
 - .1 Include phasing plans coordinated with the project schedule.
- .3 Prepare space planning (swing space) drawings to assist with the temporary relocation of building occupants during construction.
- .4 Create construction documents in accordance with the *Doing Business with PWGSC Documentation and Deliverables Manual*.
 - .1 Finalize designs according to the Budget and schedule;
 - .1 Coordinate the Work, including scope changes required to remain within Budget,
 - .2 Non-compliances may require revisions to the contract documents at the Consultant's cost,
 - .2 Apply a process of continuing cost control, with increasing levels of detail during the production of construction documents and update the cost estimates as the Work progresses.
- .5 Provide a cost breakdown by unit rate and/or trade for review of bids and comparison with the successful Contractor's cost breakdown.
- .6 Update the project schedule.
- .7 Establish a quality control process for the construction and contract administration stage.



- .8 Participate in stakeholder coordination and Value Engineering sessions.
- .9 Update the BOD and OPR.
- .10 Develop commissioning construction documentation complete with verification forms using National Master Specifications (NMS) Division 01 specifications including:
 - .1 An updated Cx Plan with detailed commissioning strategies, Cx forms/check sheets and training requirements;
 - .2 Cx forms and verification check sheets ready for commissioning of specific components, equipment, systems and integrated systems specific to the project;
 - .1 Component verification (Static Verification),
 - .2 Installation verification,
 - .3 Start-up,
 - .4 Systems verification test,
 - .5 Integrated system functional performance verification for dynamic operation, and;
 - .6 Cx issue log.
 - .3 Expected design performance parameters;
 - .1 Observed performance including any indication of whether or not this performance is acceptable, and;
 - .2 Design Engineer of Record date and signatures along with those performing and witnessing the test.
- .11 Provide written response to PWGSC comments at review stages and integrate comments into the final construction documents.
- .12 Participate in the Risk Management process.
- .13 Include in the contract documents, a requirement for the contractor to develop a waste reduction and management plan during the construction of this project.
- .14 Update the Project Log tracking with approved major decisions.
- .15 Establish a quality control process for the construction and contract administration phase.

2.10.3 DELIVERABLES

- .1 Include items listed in the "Scope and Activities" section above, the *Doing Business with PWGSC Documentation and Deliverables Manual* and items listed below.
- .2 Update the report at each submission noting any deviations from earlier BOD submissions and, as necessary, reconfirming key OPR goals and objectives, along with:
 - .1 An updated estimate demonstrating compliance with the Construction Cost Plan, and;
 - .2 An updated project log with tracking on approved major decisions.
- .3 66% complete Construction Documents (minimum requirements):
 - .1 Updated OPR and BOD documents;
 - .2 Updated project schedule;



- .3 Construction Drawings and Specifications;
 - .1 All drawing sheets and specification sections required for tendering should be included in this submission.
 - .4 One (1) electronic searchable PDF copy on the project FTP site.
- .4 99% complete Construction Documents, fully coordinated as if ready for tender:
 - .1 This submission incorporates all revisions required by the review of the previous submission and a written response to the PWGSC 66% review;
 - .2 The Consultant shall submit documents to the Departmental Representative, local municipality, or any other Authority Having Jurisdiction;
 - .3 Class A Cost Estimate;
 - .1 CSC/CSI UniFormat™ 2010;
 - .2 Substantive (+/- 5%), Uniformat™ Level 5 detail and MasterFormat™ is required.
 - .4 Updated project schedule;
 - .5 Construction Drawings;
 - .1 Drawings should reflect 99% completeness as a complete design without any incomplete drawings (as if ready for tendering).
 - .6 Complete Specifications;
 - .1 Including all required sections coordinated with the drawings;
 - .2 Bidders' price breakdown form (for submission at tender closing);
 - .3 Commissioning specifications, including forms applicable to Pre-Functional verification (Static Verification, installation & start-up) and Functional Performance Verification Testing (operational and dynamic), and;
 - .4 User Department security requirements, where applicable.
 - .7 Updated Commissioning Plan, and;
 - .8 One (1) electronic searchable PDF copy on the project FTP site.
- .5 Final (100%) Construction Documents ready for tendering:
 - .1 Incorporate all revisions required by the review of the previous submission and a written response for the PWGSC 99% review;
 - .2 Advise the Departmental Representative of all issues raised by other officials;
 - .3 The submittal includes:
 - .1 Signed and sealed documents:
 - .1 Three (3) – hard copies;
 - .2 One (1) electronic searchable PDF copy on the project FTP site.
 - .2 Updated project schedule, and;
 - .3 Construction Drawings & Specifications as per the *Doing Business with PWGSC Documentation and Deliverables Manual*.



- .4 The Consultant must confirm in writing that:
 - .1 The documents are ready to be issued for tender,
 - .2 The checklist in the *Doing Business with PWGSC Documentation and Deliverables Manual* has been reviewed in concert with the requirements of the Consultant Agreement, and;
 - .3 A full review and coordination of the Contract Documents are complete and in accordance with professional standard of care.

2.11 TENDER SERVICE

2.11.1 GENERAL

- .1 Support the Departmental Representative with the tender.
- .2 The Contract Authority for this project is the PWGSC Real Property Contracting (RPC) branch.
- .3 Tendering will use the Public Works and Government Services internet procurement system (<https://buyandsell.gc.ca>).

2.11.2 SCOPE AND ACTIVITIES

- .1 When requested, the Consultant will be required to:
 - .1 Provide the Departmental Representative with information required by bidders to interpret construction documents;
 - .2 Prepare addenda in response to all questions within two (2) business days during the bidding period and submit to the Departmental Representative;
 - .3 Attend on-site bidder's conferences;
 - .4 If PWGSC decides to re-tender the project, or any specific tender package, provide full services to the Departmental Representative, and;
 - .5 During Bid Review and Analysis assist the Departmental Representative as required by analysing and reconciling any differences between pre-tender estimates and submitted bids.

2.11.3 DELIVERABLES

- .1 Addenda.
- .2 Written responses to all questions.
- .3 Bid analysis and/or recommendations.

2.12 CONSTRUCTION SUPPORT SERVICE

2.12.1 GENERAL

- .1 Support the Departmental Representative with the construction phase and confirm that the quality, Budget and schedule meet the project requirements.

2.12.2 SCOPE AND ACTIVITIES (MAY INCLUDE THE FOLLOWING)

- .1 The Consultant shall share all project information with PWGSC:
 - .1 All material specifications, mixes and test results shall be turned over to the Departmental Representative for future maintenance by PWGSC and others.
- .2 General Services:



- .1 Prepare minutes and reports on project and construction site meetings;
 - .2 Review shop drawings, test reports, O&M manuals, contractor marked-up as-builts and other submissions;
 - .3 Update the project log tracking with approved major decisions, including those impacting project scope, Budget and schedule;
 - .4 Prepare and issue a communications protocol and a shop drawing review protocol in consultation with the Departmental Representative;
 - .5 Assist the Contractor and provide required documentation to obtain building permits.
- .3 Construction & Contract Administration:
- .1 Provide field reviews (frequency will be specified in the project specific TOR) and as required to fulfill the Consultant's professional obligations to monitor the construction activities throughout the construction period and keep the Departmental Representative informed of Work progress;
 - .1 Reject unsatisfactory Work;
 - .2 Provide written reports for field reviews;
 - .2 Provide construction progress reports based on Contractor's submissions and on-site performance;
 - .3 Furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by PWGSC and the Contractor;
 - .4 Provide additional drawings to clarify, interpret or supplement the contract documents;
 - .5 Review and comment on various documents such as the Contractor's Progress Claims and all information impacting schedules;
 - .6 Offer timely technical advice on all disputes and claims between PWGSC and the Contractor;
 - .7 Identify need for special tests, inspections and additional Work;
 - .8 Assist the Departmental Representative to prepare the Certificate of Substantial Performance and provide sign-off.
- .4 Cost Services:
- .1 After the issuance of the contract, provide details for evaluating the project's cost performance;
 - .2 Evaluate change orders, claims, Work completed and cash flow;
 - .3 Determine the amounts owing to the Contractor based on Work progress and certify payments to the Contractor.
- .5 Changes to the Work:
- .1 Assist the Departmental Representative in preparing Contemplated Change Notices (CCNs) and Change Orders (COs) to be issued by the Departmental Representative.



- .6 Review, witness, verify test, approve and sign off all commissioning submittals for performance parameters before test and after test and for adherence to the OPR and BOD.
- .7 Update the Cx Plan, BOD and OPR.
- .8 Coordinate with the User Department Fire Protection Engineer for a Fire and Life Safety Inspection, where required.

2.12.3 DELIVERABLES

- .1 Meeting minutes.
- .2 Field review and work progress reports (including construction photographs).
- .3 Reviewed shop drawings, test reports/certificates and other submissions.
- .4 Clarifications, Supplemental Instructions, Contemplated Change Notices and Change Order Recommendations.
- .5 Reviewed and certified Contractor Progress Claims.
- .6 Comments to Contractor Schedule, and Change Orders.
- .7 Completed Certificate of Substantial Performance.
- .8 Standard Operating Procedures - refer to the Definition.
- .9 Interim Commissioning Report - refer to the Commissioning Report Definition.

2.13 POST CONSTRUCTION SERVICE

2.13.1 GENERAL

- .1 Support the Departmental Representative in obtaining all final documents required for project Close-out (refer to the "Project Milestones" definition).

2.13.2 SCOPE AND ACTIVITIES

- .1 Project Close-out Services:
 - .1 Revise documentation to reflect all changes, revisions and adjustments after completion of commissioning;
 - .2 Prepare record drawings (AutoCAD format as per the *Doing Business with PWGSC Documentation and Deliverables Manual* requirements) and specifications based on Contractor's marked-up as-builts;
 - .3 Assist the Departmental Representative to prepare the final Certificate of Completion and provide sign-off;
 - .4 Review the Operations and Maintenance manual;
 - .5 Finalize the Commissioning Manual;
 - .6 Participate in Lessons Learned workshops, if requested.
- .2 Warranty Services:
 - .1 Participate in warranty inspections with the Departmental Representative and Contractor;
 - .2 Provide a warranty deficiency list;
 - .1 Monitor and certify correction of deficiencies before expiry of warranties;



- .3 Monitor environmental and life safety system checks to be carried out by the Contractor/O&M staff before expiration of warranties.

2.13.3 DELIVERABLES

- .1 Warranty Deficiency List.
- .2 Final Certificate of Completion.
- .3 Record Documents:
 - .1 One (1) hard copy (or as specified in the project specific TOR) – Full size sets, and one (1) electronic searchable PDF copy of each record document on the project FTP site;
 - .2 One (1) copy of each record drawing in AutoCAD - DWG file format.
 - .1 Refer to the *Doing Business with PWGSC Documentation and Deliverables Manual* for AutoCAD drawing requirements and standards.
 - .3 Include furniture.
- .4 Operations and Maintenance Manual(s):
 - .1 Three (3) hard copies.
 - .2 One (1) electronic searchable PDF copy on the project FTP site.
 - .3 Include furniture.
- .5 Final Commissioning Manual (signed) - refer to the Definition.
- .6 Final Systems Operation Manual (signed) - refer to the Definition.
- .7 Recommissioning Manual - refer to the Definition.
- .8 Final Warranty Review Report.
 - .1 Final certification of installation and warranty from manufacturers.
 - .2 Sign-off on Warranty.



3 PROJECT ADMINISTRATION

3.1 GENERAL REQUIREMENTS

- .1 The administration requirements outlined in this section are applicable to all PWGSC projects in the Western Region, unless otherwise indicated in the TOR.

3.2 LANGUAGE

- .1 Construction documents must be prepared in both English and French unless specified otherwise in the project specific TOR.

3.3 MEDIA

- .1 The Consultant shall not respond to any media inquiry.
- .2 Direct all media requests to the Departmental Representative.

3.4 PROJECT MANAGEMENT

3.4.1 GENERAL

- .1 PWGSC administers the project on behalf of Canada and exercises continual control over the project during all phases of development.
- .2 The PWGSC project management team, the Consultant Team, the Contractor and the User Department teams are to work cooperatively at every stage of the design and construction process in order to assure the creation of a successful project.

3.5 LINES OF COMMUNICATION

- .1 All communications will be through the Departmental Representative, unless directed otherwise.
 - .1 This includes formal contact between the Consultant Team, the Contractor, the PWGSC Project Team and the User Department.
- .2 Direct communication between members of the PWGSC Project Team on routine matters may be required for resolution of technical issues.
 - .1 However, this shall not alter project scope, Budget or schedules, unless confirmed in writing by the Departmental Representative.
- .3 During construction tender call, PWGSC will conduct all correspondence with bidders and award the contract.

3.6 MEETINGS

3.6.1 GENERAL

- .1 The Departmental Representative will arrange meetings throughout the project, with representatives from:
 - .1 The User Department;
 - .2 PWGSC;
 - .3 The Consultant Team, and;
 - .4 The Contractor (during the construction phase).
- .2 Standing agenda items shall include:
 - .1 Project Schedule;
 - .2 Cost;



- .3 Risk;
- .4 Quality, and;
- .5 Health and Safety.
- .3 Project Start-up Meeting:
 - .1 Shall be arranged and facilitated by the Departmental Representative, and;
 - .2 Includes the PWGSC AECOE Design Manager, User Department Representatives and the Consultant Team.

3.6.2 DESIGN PHASE:

- .1 Meetings with PWGSC, User Department and the Consultant Team are normally held via video/teleconference.
 - .1 Meeting frequency will be specified in the project specific TOR.
- .2 Meetings required at specific locations will be specified in the project specific TOR.

3.6.3 CONSTRUCTION PHASE:

- .1 Meetings (frequency will be specified in the project specific TOR) with PWGSC, User Department, the Consultant Team and the Contractor are normally held at the construction site for the duration of the project.
 - .1 Meeting frequency will be specified in the project specific TOR.
- .2 Additional site meetings may include the following activities:
 - .1 Commissioning & Verification, including an inspection by the User Department Fire Protection Engineer (where applicable);
 - .2 Substantial Performance;
 - .3 Final Completion;
 - .4 Post Construction Warranty.

3.7 CONSULTANT RESPONSIBILITIES

- .1 The Consultant Team includes the Consultant's staff, sub-consultants and specialists.
 - .1 This team must maintain the same, or better, level of expertise, as presented in their proposal, for the duration of the project;
 - .2 The team must include qualified licensed interior design and engineering professionals with extensive relevant experience and who are capable of providing all required services;
 - .1 Professional registrations/licensing/certifications must remain current.
 - .3 Team members may be qualified to provide services in more than one discipline, and;
 - .4 The Consultant may expand the team to include additional disciplines.
- .2 The Consultant is responsible for:
 - .1 Obtaining Departmental Representative Acceptance for each project phase before proceeding to the next phase;
 - .2 Accurately communicating design, Budget, and scheduling issues to staff, sub-consultants and specialists;



- .3 Coordinating input for the Departmental Representative's Risk Management Plan, and;
- .4 Developing and coordinating a comprehensive quality assurance process to ensure that submissions are accurate, complete and meet TOR requirements.

3.7.2 DESIGN PROJECT MILESTONES

- .1 Attend meetings.
- .2 Record the issues and decisions.
- .3 Prepare and distribute minutes within two (2) working days of the meeting.
- .4 Ensure sub-consultants attend all required meetings.

3.7.3 CONSTRUCTION PROJECT MILESTONE

- .1 Record the meeting issues and decisions.
- .2 Prepare and distribute minutes within two (2) working days of the meeting.
- .3 Attend meetings and provide site inspection services;
- .4 Ensure sub-consultants provide site inspection services and attend all required meetings.
- .5 The Consultant is responsible for:
 - .1 Coordinating and directing the Work of all team activities, sub-consultants and specialists;
 - .2 Preparing a design that meets project requirements, and;
 - .3 Obtaining approvals on behalf of the Departmental Representative from the User Department and other levels of government such as provincial and municipal governments.
 - .1 The Consultant shall adjust the documentation to meet the requirements of these authorities.

3.8 PWGSC RESPONSIBILITIES

3.8.1 ADMINISTRATION

- .1 PWGSC administers the project and exercises continual control over the project during all phases of development.
- .2 The following administrative requirements apply during all phases of the project delivery.

3.8.2 REVIEWS

- .1 PWGSC will review the Work at various stages and reserves the right to reject unsatisfactory Work at any stage.
- .2 If later reviews show that earlier Acceptances must be withdrawn, the Consultant shall re-design and re-submit at no extra cost.

3.8.3 ACCEPTANCE

- .1 PWGSC Acceptance of submissions from the Consultant simply indicates that - based on a general review - the material complies with governmental objectives and practices, and meets overall project objectives.



- .2 Acceptance does not relieve the Consultant of professional responsibility for the Work or compliance with the contract.

3.8.4 PWGSC PROJECT MANAGEMENT

- .1 The Project Manager assigned to the project is the Departmental Representative.
- .2 The Departmental Representative is directly responsible for:
 - .1 The progress and administration of the project, on behalf of PWGSC;
 - .2 Day-to-day project management and is the Consultant's single point of contact for project direction, and;
 - .3 Providing authorizations to the Consultant on various tasks throughout the project.
- .3 Unless directed otherwise by the Departmental Representative, the Consultant obtains all Federal approvals necessary for the Work.

3.8.5 PWGSC ARCHITECTURE AND ENGINEERING CENTRE OF EXPERTISE (AECOE)

- .1 Provides advisory services and Quality Assurance Reviews of Consultant deliverables.
- .2 Participates regularly in design and construction Project Milestones and may attend meetings as and when required.
- .3 Provides a Design Manager for the project who will coordinate the services of AECOE.

3.9 USER DEPARTMENT RESPONSIBILITIES

3.9.1 USER DEPARTMENT PROJECT LEADER

- .1 Is accountable for the expenditure of public funds and delivery of the project in accordance with the terms accepted by the Treasury Board.
- .2 Reports to the senior User Department executive management.
- .3 Will play several critical roles for the successful implementation of the project, including:
 - .1 Coordination of the quality, timing and completeness of information and decisions relating to issues related to the functional performance of the facility.

3.10 REVIEW AND APPROVAL BY PROVINCIAL AND MUNICIPAL AUTHORITIES

- .1 The federal government generally defers to provincial and municipal authorities for specific regulations, standards and inspections but in areas of conflict, the more stringent authority prevails.

3.11 BUILDING PERMITS AND OCCUPANCY PERMITS

- .1 The Consultant will support the Contractor in applying for building permits by providing the required documentation.
 - .1 These documents will be submitted at phases as requested by the municipal authorities.
 - .2 The Consultant will negotiate and resolve Building Permit related issues.



- .2 The Consultant shall support the Contractor in its application for an Occupancy Permit and coordinate the resolution of all outstanding issues related to the permit.
- .3 The Contractor shall pay for the permits on behalf of PWGSC.

3.12 REVIEW AND APPROVAL BY AUTHORITY HAVING JURISDICTION

This section replaces Sections 3.10 "REVIEW AND APPROVAL BY PROVINCIAL AND MUNICIPAL AUTHORITIES" and 3.11 "BUILDING PERMITS AND OCCUPANCY PERMITS" where the User Department is acting as the AHJ (i.e. User Department Fire Protection Coordinator).

- .1 The User Department Fire Protection Coordinator will conduct reviews and approvals in place of provincial / municipal authorities.

3.13 TECHNICAL REPORTS

- .1 Technical Reports are official government documents, which are used to support an application for approval or to obtain authorization or Acceptance. Technical Reports must:
 - .1 Be complete, clear and professional in appearance and organization, with proper reference to related parts and contents in the report;
 - .2 Clearly outline the intent, objectives, process, results and recommendations;
 - .3 Present the flow of information and conclusions in a logical, easy to follow sequence;
 - .4 Be in written narrative, graphic, model (traditional and/or computer generated), and photographic format, which can be web enabled;
 - .5 Have all pages are numbered in sequence, and;
 - .6 Be printed double-sided, if hard copies are produced.
- .2 Standard practice for the organization of technical reports include:
 - .1 A cover page, clearly indicating the nature of the report, the date, the PWGSC project number and who prepared the report;
 - .2 A Table of Contents;
 - .3 An Executive Summary;
 - .1 A true condensed version of the report following the identical structure, including only key points and results/recommendations requiring review and/or approval;
 - .4 The body of the report is to be structured such that the reader can easily review the document and locate, respond to and/or reference related information contained elsewhere in the report easily;
 - .5 Appendices are to be used for lengthy segments of the report, supplementary and supporting information and/or for separate related documents.
- .3 The report content must:
 - .1 Use a proper numbering system (preferably legal numbering), for ease of reference and cross-reference;
 - .1 Avoid the use of 'bullet points'.



- .2 Use proper grammar, including using complete sentences, for clarity, to avoid ambiguity and facilitate easy translation into French, if required;
 - .1 The use of undefined technical terms, industry jargon and cryptic phrases are to be avoided.
- .3 Be written as efficiently as possible, with only essential information included in the body of the report and supporting information in an appendix if needed.



4 DEFINITIONS

4.1 PURPOSE

4.1.1 DOCUMENT DEFINITIONS:

- .1 Definition of words and phrases in the Terms of Reference (TOR), and *Doing Business with PWGSC – Documentation and Deliverables Manual* to:
 - .1 Expand the detail associated with the services and deliverables addressed in the above Documents, and;
 - .2 Provide a clear understanding of the project scope, procedures, and quality performance requirements.

4.2 DEFINITIONS

4.2.1 ACCEPTANCE

- .1 A formal action taken by an assigned person with authority (contractual or otherwise) to declare some aspect of the project is permitted to proceed.

4.2.2 BASE BUILDING

- .1 As per Government of Canada Workplace Fit-Up standards.

4.2.3 BASIS OF DESIGN (BOD)

- .1 Refer to CSA Z320 Article 3, Definitions.
 - .1 For further detail refer to ASHRAE 202, Article 8 – Basis of Design, Article 8.2 – Requirements.
- .2 A dynamic narrative document throughout the Project Milestones, recording the rationale for decisions and confirming to the Project Team design conformance to the ideas, concepts and criteria considered important to the owner as contained in the Owner Project Requirements (OPR) - for OPR see Definition;
 - .1 As the Design Consultant BOD also outlines the intended systems for the project, the Design Consultant's Cx Process Manager/Cx Authority, using a compliance evaluation/tracking matrix, confirms the BOD's compliance to the OPR.
- .3 Documents the primary thought processes and assumptions behind design and implementation decisions.
- .4 Text and graphics are organized to facilitate future use as a building reference document.
 - .1 The O&M Manual describes "what" components/systems have been selected, the BOD describes "why" and "how" the design achieves the performance requirements of the OPR, and;
 - .2 BOD and OPR are components of the Cx Manual.
 - .1 OPR - refer to Definition for further information.
- .5 Includes:
 - .1 A Summary:
 - .1 Project's conceptual framework;



- .2 Compliance with OPR statement (including new Owner directives);
- .3 Compliance with the Functional Program, and;
- .4 Rationale for decisions made throughout the specific Project Milestone.
- .2 Design assumptions, such as:
 - .1 Anticipated future changes not included in the project, and;
 - .2 Selected assembly and system performance requirements.
- .3 A Unifomat™ Level 3 narrative description and statement on the purpose of the selected components, assemblies, systems and methods – see PPDFormat™ Definition, including:
 - .1 Areas served by the respective components, assemblies and systems, and;
 - .2 Illustrations of system configurations, including single line and plan drawings of each system.
- .4 Design options and analysis considered during the:
 - .1 Life Cycle Costing and Value Engineering workshops, and;
 - .2 Development of sustainable features and strategies.
- .5 Calculations and option analysis matrixes, organized by discipline, including:
 - .1 Connected or related loads and system capacities, and;
 - .2 Design criteria and the applicable codes/standards used in the calculations.
- .6 Special features or unique supply items/sources, general control strategies, sequences, and reset schedules, such as:
 - .1 Building Components and Connectivity (BCC – see Definitions for further details);
 - .2 Seasonal switch-over procedures, and;
 - .3 Emergency procedures during a fire condition, power or equipment failure, including:
 - .1 Reference to Standard Operating Procedures requirements and definition.
- .7 Interfaces with existing systems, and;
- .8 Maintenance issues.

4.2.4 BASIS OF ESTIMATE (BOE)

- .1 A “living” document throughout the project design, construction process and project life cycle.
- .2 Provides a framework for progress monitoring and reporting.
- .3 Prepared and updated to facilitate the understanding, assessment and validation of the estimated value breakdowns, independent of any other supporting documentation.
- .4 Includes:
 - .1 Level of consensus between concurrent/third party estimates;
 - .2 Estimate methodology;



- .3 Basis of pricing - cost data sources, and allowances;
- .4 Description of information obtained and used in the estimate including the date received;
- .5 Notable assumptions, exclusions and inclusions;
- .6 Listing of items/issues carrying notable risks;
- .7 Opportunities, and any deviations from standard practices;
- .8 Record of pertinent communications and agreements that have been made between the estimator and other project stakeholders;
- .9 Major changes relative to previous estimates;
- .10 Significant market events that may have an effect on the costs, and;
- .11 Estimate reconciliation.
- .5 With the last submission include:
 - .1 Variances related to:
 - .1 Change Orders;
 - .2 Work Package estimate, and;
 - .3 Estimate Construction Cost.
 - .2 And, any additional relevant information.
- .6 Refer also to the "Cost Estimate" Definition.

4.2.5 BUDGET

- .1 Developed using Cost Estimates and the Project Schedule.
- .2 Provides a view of how much the project is estimated to cost both in total and periodic terms.
- .3 Determines the cost performance baseline for use in cost management variance analysis such as, determining earned performance value.
- .4 Is aligned with funding limits to confirm funding availability/appropriation.
- .5 Also refer to - Estimated Construction Cost definition.

4.2.6 "CANADA", "CROWN" / "HER MAJESTY"

- .1 Her Majesty the Queen in right of Canada.

4.2.7 COLLABORATIVE PROJECT DELIVERY

- .1 The Collaborative Project Delivery approach promotes and facilitates knowledge collaboration between design and construction professionals and subject matter experts to create optimal design and construction solutions and methodologies in order to achieve an appropriate, timely and fiscally responsible Quality project delivery.
 - .1 Recognizes that project success is tied to all Project Team members' success in the integrated process.
 - .1 The Collaborative Project Delivery process starts at the Pre-Design with Departmental Representative as Lead and the Consultant, as Lead, project start-up meeting early in Schematic Design.
 - .1 Collaborative Project Delivery is an interactive process which continues throughout the project life cycle.



.2 Joint Project Team goals include:

- .1 Ownership and focus on Quality including, Owner Project Requirements (OPR), Basis of Design (BOD) as well as Budget and schedule performance;
- .2 Focus on optimizing the design and construction as a whole to fulfill the PWGSC Quality expectations;
- .3 Mutual support for the project procedures and management;
- .4 Leveraging Value Engineering, Life Cycle Costing and commissioning skills, and;
- .5 Creation of an innovative learning environment.

4.2.8 COMMISSIONING AUTHORITY

.1 Refer to the:

- .1 Commissioning Process Manager (CPM) Definition for description of Cx Authority and part of the Consultant's Team;
- .2 CSA Z 320, Article 3 Definitions for Third Party description;
- .3 TOR for the requirement of a Cx Authority as a part of the Consultant's Team membership or of an independent third party Cx Authority to be separately engaged by PWGSC.

4.2.9 COMMISSIONING EVALUATION REPORT

- .1 A Cx Manual component.
- .2 Includes a debriefing report, with aspects such as:
 - .1 A complete assessment of the project;
 - .2 Lessons learned;
 - .3 Variances between the actual and planned levels of performance;
 - .4 A listing of components and systems not commissioned and the reasons;
 - .5 Recommended follow-up actions including Re-commissioning.

4.2.10 COMMISSIONING (Cx) MANUAL

- .1 Deliverable by Consultant's Cx Process Manager/Cx Authority.
- .2 Contains the following:
 - .1 Updated Owner Project Requirements (OPR);
 - .2 Updated Basis of Design (BOD);
 - .3 Updated Commissioning Plan;
 - .4 Static Verification, start-up and Functional Performance Testing reports;
 - .5 Commissioning Report;
 - .6 User and operator training reports;
 - .7 Occupancy and operations evaluation reports;
 - .8 All relevant project reports and correspondence, and;
 - .9 Recommendations for Re-commissioning and frequency by equipment type and system.
- .3 Requires Cx Process Manager sign-off at a Construction Contract Substantial Performance and Completion (final) milestones.



4.2.11 COMMISSIONING (Cx) PLAN

- .1 Deliverable by Consultant's Cx Process Manager/Cx Authority.
- .2 Refer to CSA Z320 Article 4.2.3 Commissioning Plan.
 - .1 For further detail refer to the following ASHRAE 202 Articles:
 - .1 Article 7 – Commissioning Plan, Article 7.2 – Requirements;
 - .2 Article 10 – Design Review, Article 10.2 – Requirements;
 - .3 Article 11 – Commissioning Submittal Review – Article 11.2 Requirements;
 - .4 Article 15 – Training, Article 15.2 Requirements.
- .3 A dynamic document throughout the project life cycle.
- .4 Outlines a Plan to execute the scope of Work.
 - .1 The ongoing Plan development is carried out through iterative reviews, workshops, and meetings to ultimately become the complete plan including construction and occupancy milestones of the project.
- .5 "Design Phase" (Pre-Design) Cx Plan:
 - .1 Cx Plan is based on the Programming, OPR and Acceptance of risk and Budget;
 - .1 Outlines a preliminary execution plan including activities, Cx Team roles and responsibilities, schedules and deliverables for pre design and subsequent design and BOD ultimately be updated and completed during the construction and occupancy milestones.
- .6 "Design Phase" (Schematic Design, Design Development and Construction Documents) Cx Plan:
 - .1 Cx Plan is updated to address the remaining Project Milestones including construction documentation, construction and occupancy. The Cx Plan includes;
 - .1 Detailed tasks, roles and responsibilities, schedule, work flow processes and a list of the systems to be commissioned, and;
 - .2 Coincides with the design documents such as the specifications so that the Commissioning Team is clear on the goals and process.
 - .3 Refer to CSA Z320 Article 4.3. – Design Phase, Article 4.3.1, General.
 - .1 For further detail refer to ASHRAE 202, Article 10 Design Review – Article 10.2 Requirements.
- .7 "Construction Phase" Cx Plan:
 - .1 During the Construction milestone, the updated Cx Plan continues to outline the Cx Team's roles and responsibilities, implementation of issues resolution protocol, the procedures and forms for documenting commissioning activities and the schedules for commissioning activities, reporting and deliverables.
 - .2 Refer to CSA Z320 Article 4.4 – Construction Phase, Article 4.4.1, General.



- .1 Add the following requirements:
 - .1 Cx schedule, and Installation start-up lists.
- .2 For further detail refer to ASHRAE 202, Article 11
Commissioning Submittal Review –Article 11.2 Requirements.

4.2.12 COMMISSIONING (Cx) PROCESS

- .1 Refer to CSA Z320 Article 4, Commissioning Process.
- .2 A dynamic document throughout the project life cycle.
- .3 The process by which the design and construction documents (plans, sections, specifications, BOD, etc.) are confirmed to be consistent with each other; includes the commissioning requirements and the OPR.
- .4 During the Cx design reviews the Consultant is ultimately responsible for the project design and final decisions regarding the design expected performance.
 - .1 Supporting the Cx Process may also be the Consultant's Commissioning Process Manager/Cx Authority to lead the Cx Team in the design and implementation of the Process that may involve, for example either;
 - .1 A third party Cx Provider company, procured by PWGSC) or,
 - .2 A Contractor's Cx Agent.

4.2.13 COMMISSIONING PROCESS MANAGER (CPM)

- .1 Cx functional entity:
 - .1 May also be identified as Cx Authority entity.
- .2 Member of the Consultant Team.
- .3 Overall functional responsibilities is to lead the Commissioning Team in the:
 - .1 Design of the Commissioning Process so that it begins with commissioning of individual components and progresses to commissioning the complete integrated building system as a whole, and;
 - .2 Update of the BOD and OPR during design and construction.
- .4 Dependent the requirement for independence from the design and construction management, the CPM may include the functional role and be identified as a functional Commissioning Authority entity in, for example, the Cx Plan Specification, article - Roles and Responsibilities of the Cx Team:
 - .1 Regarding "independent Commissioning Authority" requirements, refer to Canada Green Building Council (CGBC).
- .5 Requires a unique combination of engineering, design fundamentals and building operations knowledge including: energy systems design, installation and operation, commissioning planning and process management, hands-on field experience with energy systems performance, interaction, start-up, balancing, testing, troubleshooting, operation and maintenance procedures, and energy systems automation and controls.
- .6 Responsible for Cx deliverables, such as:



- .1 Sequencing;
- .2 Means and methods;
- .3 Verification of installation and performance to BOD and OPR;
- .4 Documentation and related sign-offs, and;
- .5 Manuals.
- .7 Cx Process Manager, unless otherwise stated, will only make recommendations, and observations during the design review.

4.2.14 COMMISSIONING RECORD CHECKLIST

- .1 Refer to CSA Z320 Article 4.9, Final Documentation.
 - .1 Add to Article 4.9.3, Additional Commissioning Documentation the following requirements:
 - .1 Certificate of Interim Acceptance;
 - .2 Final Certificate of Completion;
 - .3 Deferred Cx Test Report;
 - .4 System and Environmental Check Reports e.g. Storage Tanks;
 - .5 Final Cx Report;
 - .6 Cx Evaluation Report, and;
 - .7 Final Standard Operation Procedures.
 - .2 Cx Record Checklist outlines the deliverables to be assembled and updated over the course of the Design, Construction and Delivery Close Out.
 - .3 Cx Record Checklist may include sections such as:
 - .1 Commissioning Plan;
 - .2 Commissioning Schedule;
 - .3 Owner's Project Requirements (OPR);
 - .4 Basis of Design (BOD);
 - .5 Project Team, complete with functional entity titles;
 - .6 Design QA Review compiled reports;
 - .7 Project Issues/Resolutions Logs;
 - .8 Cx Issues/Resolutions Logs;
 - .9 Commissioning meeting minutes;
 - .10 Commissioning specifications;
 - .11 Commissioning forms and check sheets;
 - .12 Commissioning site reports;
 - .13 Coordination drawings;
 - .14 Testing and inspection procedures;
 - .15 System start-up plans;
 - .16 Construction Checklists;
 - .17 Inspection reports;
 - .18 Test reports;
 - .19 Commissioning test certifications;
 - .20 Training plans;
 - .21 Training documentation – electronic and hard copy;



- .22 Deferred testing documentation;
- .23 Post-construction review/re-inspection report;
- .24 Systems Manual;
- .25 Operations and Maintenance Manual; and
- .26 Re-commissioning Manual.

4.2.15 COMMISSIONING REPORT

- .1 Deliverable by Consultant's Cx Process Manager/Cx Authority.
- .2 A Cx Manual Component (at Construction Contract Substantial Performance and Completion – final/post Warranty) milestone.
 - .1 Requires CPM/Cx Authority sign-off and Consultant verification at Substantial Performance and Completion.
- .3 The Cx Report (at Substantial Performance) is based on:
 - .1 Final BOD and OPR;
 - .2 System components list requiring commissioning;
 - .3 Final performance verification forms and check sheets: component, systems and integrated systems - design values to actuals;
 - .1 Static, installation, start-up, functional performance and integrated system verification;
 - .4 All commissioning site review reports;
 - .5 Commissioning issue logs and progress reports;
 - .6 Final training sessions;
 - .7 Post occupancy changes;
 - .8 Deferred commissioning; and
 - .9 Current information not available or incomplete at Interim Acceptance/Substantial Performance.
- .4 A Final Commissioning Report (prior to end of Warranty Period), which includes:
 - .1 Final Cx Evaluation Report;
 - .2 Updated Cx Report from Substantial Performance;
 - .3 Post-Occupancy test results and evaluations; and
 - .4 Updated Issues/Resolutions Log – highlighting documented Cx resolutions.
- .5 All progressive/interim Acceptances requiring all Project Team members to sign-off.

4.2.16 COMMISSIONING RISK ASSESSMENT

- .1 Deliverable by Consultant's Cx Process Manager/Cx Authority.
- .2 The Cx Risk Assessment aligns the rigor of the Commissioning Process with the following 2 risk items associated with Architectural and Engineering systems:
 - .1 Building: The function and performance; and
 - .2 Deliverables: The deficiencies, such as, inaccurate as-built documentation, ineffective owner/occupant training, lack of documented system performance testing, and lack of comprehensive systems manuals.



- .3 The Cx Risk Assessment is often summarized in a matrix and accompanied by a basis of assessment narrative.
- .4 The premise of the Cx Risk Assessment is to identify:
 - .1 Building type and the intended use as a guide for Cx risk associated with the intended building systems; and
 - .2 How the performance of each system will affect the performance of all other systems, and how non-performance in the building may have a negative impact on function and operational confidence.

4.2.17 COMMISSIONING SCOPE

- .1 Facilitated deliverable by Consultant's Cx Process Manager/Cx Authority.
- .2 Conducted by a Cx Team.
- .3 An integrated developmental process for determining the level of Cx effort based on the scope, rigor, OPR, building operation and function, including:
 - .1 Cx prioritization; and
 - .2 Cx Risk Assessment.

4.2.18 COMMISSIONING TEAM (CX TEAM)

- .1 The objective of the team is to encourage interdisciplinary collaboration to confirm the Cx Process is completed and the facility criteria has been achieved.
- .2 Cx Team composition is first identified and defined at the Pre-Design milestone, followed by an integrated development of a Cx Process and the assignment of the Cx roles and responsibilities and corresponding services and deliverables.
- .3 Size and membership varies depending on the project size, complexity and phase of design and construction.
- .4 Team make-up may consist of a:
 - .1 Departmental Representative – including PWGSC Cx Manager;
 - .2 User Department – O&M Personnel;
 - .3 Consultant(s) (dependant on the TOR, including Consultant's Cx Authority);
 - .4 Contractor's Agent; and
 - .5 Contractor's Agencies.

4.2.19 CONTRACTOR'S COMMISSIONING AGENCIES

- .1 To be identified as the in the specifications as the "Contractor's Sub-Contractor Commissioning Agency/Agencies" (CS-CCxA) functional entity/entities, in the Cx Plan Specifications, article - Roles and Responsibilities of the Cx Team. Includes Agencies, such as:
 - .1 Installing contractor/sub-contractor;
 - .2 Equipment manufacturers, such as, elevators, emergency generators;
 - .3 Specialist Cx Agency, Cx Work outside the scope or expertise of other Cx Agencies, Work such, as environmental space condition, air quality; and



- .4 TAB Agency, such as adjusting flow rated and pressure related to ducted air and hydronic systems, fans and pumps.
- .2 Available for emergency and troubleshooting service during the first year of occupancy and modification outside the responsibilities of the O&M personal.

4.2.20 CONTRACTOR'S COMMISSIONING AGENT

- .1 Responsibilities are distinct from the Contractor's site supervisor.
- .2 To be identified in the specifications (Cx Plan Section, article – Roles and Responsibilities of the Cx Team,) as the "Contractor's Commissioning Agent" (CCxA) functional entity.
- .3 Responsible for the implementation of all commissioning actives required by the specifications, including demonstrations, training, testing, preparation and submission of testing reports.
- .4 Available for emergency and troubleshooting service during the first year of occupancy and modification outside the responsibilities of the O&M personal.

4.2.21 CONSTRUCTABILITY

- .1 The extent to which the design of the building facilitates the ease of construction, which is subject to the overall requirements for the completed building project.
- .2 The effective and timely integration of construction knowledge into the conceptual planning, design, construction, and field operations of a project to achieve project goals and building performance at the optimal level by:
 - .1 Implementing a Quality project delivery process which also meets the project objectives in the best possible time and accuracy at the most cost-effective levels; and
 - .2 A balance of various project, environmental and market constraints.

4.2.22 CONSTRUCTION CHECKLIST – CHECKS AND TESTS

- .1 Also known as Contractor's Cx "systems readiness checklist".
- .2 Confirms specified equipment is provided, undergone Static Verification, properly installed, initially Started-up and checked out in preparation for full operation and Functional Performance Testing.
- .3 Refer to CSA Z320 Article 4.4 – Construction Phase.
 - .1 Add to Article 4.4.2 – Pre-construction the following requirements:
 - .1 Cx schedule, and Installation start-up lists.

4.2.23 CONSTANT DOLLAR ESTIMATE

- .1 This is an estimate expressed in terms of the dollars of a particular base fiscal year.
- .2 It includes no provisions for inflation.
- .3 Cash Flow over a number of fiscal years may also be expressed in constant dollars of the base year including no allowance for inflation in the calculation of costs.
 - .1 For Current Dollar Estimates – see Definitions;



4.2.24 CONSULTANT

- .1 Interior Design/Architectural firm acting in the capacity of Prime Consultant for the provision of services described in the TOR.
 - .1 The Consultant manages and coordinates the Consultant Team (refer to Definition).

4.2.25 CONSULTANT TEAM

- .1 The Consultant and their sub-consultants including professionals and advisors with whom PWGSC has contracted to provide other services described in this TOR.

4.2.26 COST ESTIMATE

- .1 Refer to the *Doing Business with PWGSC Documentation and Deliverables Manual*, Section 3 - Cost Estimates for further Cost Estimate details.
- .2 Cost Estimate as compared to the Budget – see Definition.
- .3 Estimates cost of the Work associated with the overall project at each Project Milestone, and tender packages, Division 01 General Requirements and other supporting activities within the project lifecycle.
- .4 Cost breakdown estimating is formatted as per PPDFormat™ and MasterFormat™ National Master Specifications:
 - .1 During Schematic Design (SD) – Uniformat™ Level 3 detail;
 - .1 For further detail refer to Preliminary Project Description (PPD/PPDFormat™) Definition.
 - .2 During Design Development (DD) – as per Uniformat™ Level 4 detail;
 - .1 For further detail refer to Preliminary Project Description (PPD/PPDFormat™) Definition, and;
 - .3 During Construction Documentation (CD) – as per Uniformat™ Level 5 detail and as per MasterFormat™ - Divisional and Sectional details;
 - .1 National Master Specifications (NMS) is the basis for construction specifications.
- .5 For all Cost Estimates include the Basis of Estimate (BOE) – see Definition.

4.2.27 CURRENT DOLLAR ESTIMATE

- .1 Budget Year Dollars is also to be referred to as Nominal dollars.
- .2 An estimate based on costs arising in each Fiscal Year (FY - ending March 31) of the project schedule.
- .3 Escalated to account for inflation and other economic factors affecting the period covered by the estimate.
- .4 Costs and benefits across all periods should initially be tabulated in Budget Year Dollars for the following reasons:
 - .1 It is the form in which financial data is usually available;
 - .2 Tax adjustments are accurately and easily made in Budget year dollars; and



- .3 It enables during analysis, the construction a realistic picture which takes into account changes in relative prices.

- .5 Constant Dollar Estimate – see Definitions.

4.2.28 DEPARTMENTAL REPRESENTATIVE (DR)

- .1 The person designated in the Contract, or by written notice to the Contractor/Consultant, to act as the Departmental Representative for the purposes of being a Contract entity.

4.2.29 ESTIMATED CONSTRUCTION COST

- .1 The Budget identified in the TOR or subsequently in writing by the Departmental Representative:
 - .1 Also stated as “Cost Estimate”.

4.2.30 FACILITY TURNOVER

- .1 Refer to CSA Z320 Article 4.7, Facility Turnover Activities.
 - .1 Add to Article 4.7 the following review requirements:
 - .1 Review signatories, client/stakeholder, of a document agreeing to accept project outcomes and/or on the condition that all recorded deficiencies are to be addressed as appended;
 - .1 Facility Turnover Activities are required where the project or part of the project (“partial interim occupancy”) is being turned over.

4.2.31 FIT-UP STANDARDS

- .1 Space and cost (funding) allocation and workplace configuration and furnishing as per Framework for Office Accommodation and Accommodation Services – Government of Canada Workplace Fit-Up Standards, GCworkplace Design Guide and the GCworkplace Space Planning Workbook.
 - .1 Departmental Representative will provide electronic copies.
 - .2 Documents are also available via the GCcollab site:
 - .1 <https://gccollab.ca/splash/#>
 - .1 Registration is required.

4.2.32 FUNCTIONAL PERFORMANCE TESTING

- .1 Refer to CSA Z320 Article 4.5, Functional Performance Testing.
 - .1 For further detail refer to ASHRAE 202, Article 13 Issues and Resolution Documentation – Article 13.2 Requirements.
 - .1 Review Functional Performance Testing data entry in the Issues and Resolutions log according to ASHRAE 202, Section 13, including:
 - .1 Tests at peak load conditions as identified in the Cx Plan.

4.2.33 FUNCTIONAL PROGRAM

- .1 A Pre-Design deliverable stating the end state functional and operational goals.
 - .1 The term “Functional Programming” is only one component of a “Programming” service which may also include technical



-
- programming, Master Schedules and program requirement cost estimates.
- .2 Functional Programming documentation and supporting templates (e.g. questionnaires, workshops) are included in the GCworkplace documents for office accommodation projects (fit-ups).
 - .2 Defines the design problem by determining the details for achieving the goals. Goals may include, but are not limited to, design considerations regarding:
 - .1 Interior Design: Area needs, adjacencies, circulation, acoustics, health and safety, personal forecasts, user characteristics, organizational structure, Budget and costs and project schedule;
 - .2 Engineering: HVAC, plumbing, electrical, security, and communications.
 - .3 One of Three Program Levels of effort are use based on complexity and risk:
 - .1 Level 1 Program is used for small, relatively simple or repetitive types of projects where the standard requirements are well understood, includes;
 - .1 A summary of required useable spaces, along with net areas and general notes outlining specific space requirements;
 - .2 The approximate gross useable area required to accommodate the program;
 - .3 A description, in general terms, of the relationships between spaces and groups of spaces, in sufficient detail to commence the Schematic Design Stage;
 - .2 Level 2 Program is used for larger projects with some degree of complexity, includes;
 - .1 A summary of required useable spaces, along with net areas;
 - .2 An outline of specific technical and functional requirements for each space;
 - .3 The approximate gross area required to accommodate the programme, determined by developing component diagrams;
 - .4 Relationship diagrams indicating adjacencies and flow patterns between spaces and groups of spaces, and;
 - .3 Level 3 Program is used for major projects and projects with a high degree of complexity, includes;
 - .1 A qualitative (functional) and quantitative (net area and gross area) description of all required spaces;
 - .2 Detailed Programme Areas including;
 - .1 Net useable area requirements for each space;
 - .2 Component Gross area requirements for all component groups, and;
 - .3 Gross Area Summary needed to accommodate the programme;
-



- .3 An outline of specific Technical Requirements, indicating general Architectural/Interior Design, Structural, Mechanical, Electrical and Security systems applicable to the entire building and/or to each similar space types;
- .4 Room / Space Data Sheets, indicating specific requirements for each space type not covered in the technical requirements;
- .5 Space Concept Plans, associated with each Space Data Sheet, indicating all fixed equipment and any special features;
- .6 Component (Group or Department) concept planning diagrams indicating required relationships between all spaces in each component group;
- .7 Component Relationship Diagrams, indicating relationships between all component groups;
- .8 A Demonstration plan (to scale) to confirm that:
 - .1 Net to gross area ratios are reasonable; and
 - .2 Component group relationships can reasonably be achieved either within the established gross building area for new buildings or within the limitations of the building floor plate(s) for existing buildings.
- .9 Mechanical Schematic Zoning and Directional Air Flow Diagrams for projects containing laboratories.
- .4 Program Level selection and the associated level of detail is also determined by the Cx complexity and risk, providing further supporting information to the OPR development.

4.2.34 INTERIM ACCEPTANCE

- .1 Refer to CSA Z320 Article 4.6, Interim Acceptance.
 - .1 Add to Article 4.6 (i) the following requirements:
 - .1 System Operations Manual and Standard Operating Procedures, including;
 - .1 Normal and emergency mode of operations, and;
 - .2 Life and Safety Compliance Report.
- .2 Interim Acceptance will be synonymous with Substantial Completion as per GC's of the Construction and Consultant Contract.

4.2.35 ISSUES/RESOLUTION (I/R) LOG

- .1 The I/R Log contains description of project issues and/or variances ranging from specifics such as with the Owner Project Requirements (OPRs) to general design and construction and related processes and deliverables.
 - .1 On an ongoing basis the log maintains the status of current/ongoing and resolved issues;
 - .2 Issues are identified and tracked as encountered during all design phases, construction and operations of the facility.
- .2 I/R Log is also included as an item in:
 - .1 The meeting Design and Construction agenda; and
 - .2 The monthly construction phase report on the Cx Plan.



- .3 For more information on what needs to be documented also refer to ASHRAE Guideline, The Commissioning Process.

4.2.36 LIFE CYCLE COSTING (LCC)

- .1 LCC methodology, used during investment analysis and planning, design, construction and procurement, employs a comprehensive economic comparison of competing options.
- .2 Comparison of competing options is to be made between ideas similar in nature that are designed to satisfy the same basic function or set of functions.
- .3 LCC interpretation, as related to competing options assessment.
 - .1 The sum of the present values that are associated with investment costs, capital costs, installation costs, energy costs, operating costs, maintenance costs, and disposal costs, over the lifetime of the project.
- .4 Refer to industry standard practices for measuring life cycle costs of the building and building systems such as, ASTM Standards.
- .5 Also refer to Value Engineering (Assessment) definition.

4.2.37 MASTER SCHEDULE (MASTER PROJECT SCHEDULE)

- .1 Refer to the *Doing Business with PWGSC Documentation and Deliverables Manual*.

4.2.38 MOVE PLAN

- .1 Identifies move tasks, dependencies, and task duration.
- .2 Explores potential move optimization and risk minimization.
- .3 Includes:
 - .1 Phasing, specific timeline/Gantt chart, order and process for relocations, hoteling (office) and final moves;
 - .2 Security protocols for interim and final moves;
 - .3 Drawings showing:
 - .1 All project furniture including new and reused, loose furniture, filing systems, equipment and appliances,
 - .2 Electrical and data services connections to furniture and interconnected panels (separate from electrical construction drawings).
 - .4 Swing space and interim storage requirements.

4.2.39 MOVE PROCESS

- .1 Requires coordination with the User Department's processes and protocols, including:
 - .1 Move specific resources and a Roles and Responsibilities matrix;
 - .2 Move activities and logistics associated with:
 - .1 Pre-Move - supply of boxes, packing, data labeling requirements, etc.
 - .2 Move Day - preventative operational downtime logistics,
 - .3 Post Move – unpacking and walkthroughs, and
 - .4 IT Moves – equipment/infrastructure disconnect/reconnect.



- .3 Meeting Schedule;
- .4 Checklists;
- .5 Occupational Health and Safety as per the Canada Labour Code;
and
- .6 Compliance with the Contractor's site specific safety plan.

4.2.40 OPERATION AND MAINTENANCE MANUAL(S) (O&M)

- .1 Developed throughout the project lifecycle.
- .2 Produced by the Construction Manager/Contractor and is part of the Collaborative Project Delivery integrated process and is supported by the Consultant and Departmental Representative.
- .3 Requires Cx Process Manager sign-off at contract Substantial Performance.
- .4 Prepared using product information report forms/data provided by Subcontractors, Own Forces and information from other sources as required.
- .5 Refer to NMS Division 01 General Requirements document for further detail.

4.2.41 OWNER PROJECT REQUIREMENTS (OPR)

- .1 Refer to CSA Z320 Article 3, Definitions.
 - .1 For further detail refer to ASHRAE 202, Article 6 - Owner's Project Requirements, Article 6.2 – Requirements.
- .2 Developed by "the Owner" - PWGSC/User Department prior to Design or by Consultant during the Pre-Design Project Milestone.
- .3 Text and graphics are organized to facilitate future use as a building reference document.
 - .1 BOD and OPR are components of the Cx Manual.
- .4 A dynamic document throughout the project lifecycle that defines the Owner's values and end goals; their ideas, concepts and end state quantifiable and measurable performance benchmarks/criteria by usage, by systems and/or by occupancy classification associated with topics such as:
 - .1 Project Program – pertinent Functional (Space) Program extracts, such as;
 - .1 Basic facility data (such as, area, number of stories Occupancy and construction type(s)), user/area usage schedules, restrictions and limitations, expandability, flexibility and durability (life span).
 - .2 Environmental and Sustainability Goals including;
 - .1 LEED® certification, CO₂ monitoring, and resource reuse.
 - .3 Energy Efficiency Goals including;
 - .1 Measures affecting lighting and HVAC energy efficiency such as orientation shading, ventilation and renewable power.
 - .4 Indoor Environmental Quality Requirements regarding;



- .1 Lighting, temperature and humidity, acoustics, air quality, ventilation and filtration, controls adjustability, after hour's accommodations, natural daylighting, ventilation and views.
- .5 Equipment and system Expectations, such as;
 - .1 Levels of quality, reliability, flexibility, maintenance, complexity and target efficiencies, building system technologies regarding manufactures, acoustics, vibration, degree of integration, automation and functionality for controls load shedding and demand and response energy management.
- .6 Building Occupant and O&M Personal Expectations;
 - .1 Building operation description and by whom and at what capability, level of training and orientation for occupants and O&M staff.
- .7 Cx Process Manager Information;
 - .1 Name of Agency/Firm and contact person(s) and address name, address and personal contact.
- .5 Starting with the Pre-Design project milestone the OPR is the foundation of the Commissioning Process - an integral part of Commissioning and future Re-Commissioning.
 - .1 Working through the various other Project Milestones is supported by the BOD documenting that the various decisions, concepts, designs, calculations, and product selections to meet the OPR.

4.2.42 PERMITS AND FEES

- .1 Refer to the Contract Documents, General Conditions (GCs).

4.2.43 PRELIMINARY PROJECT DESCRIPTION (PPD/PPDFORMAT™)

- .1 PPDFormat™ is a guideline document published by the Construction Specification Institute (CSI).
 - .1 A tool to evaluate the design practicality during the design phase.
 - .2 The guide assists with an appropriate level of documenting qualitative and quantitative descriptions of "functional elements" – Elements and their respective Elemental Components, systems and assemblies comprising the project during the Schematic Design (SD) and Design Development (DD) Project Milestones.
 - .1 Associated deliverables are integral documents of the SD and DD Reports.
 - .3 PPD is organized using the Unifomat™ hierarchical structure and corresponding Level of Detail (LoD) - levels 1–5.
 - .1 Elemental and Elemental Components LoD breakdowns parallel preliminary project cost estimating formats, providing corresponding quantitative cost estimates per functional element, elemental component and related qualitative descriptions.
 - .2 The Consultant and Departmental Representative are to agree on the LoD based on the required accuracy of the Cost Estimate to secure funding, manage cash flow or address risk.



- .4 LoD may also be dependent on factors such as:
 - .1 How PPD may be used to throughout the design and documentation process to provide for opportunities, such as;
 - .1 Tracking decision progressions during design options development and final selection of preferred/optimum solution;
 - .2 Function elements complexities, and;
 - .3 Design decisions progression, such as, designing from the exterior into the interior.
 - .2 Preferred delivery format during the SD and DD Project Milestones is the "Outline Format Full Page Example" on page number 25 of the PPDFormat™ Guide.
 - .1 The Outline Format facilitates design progression tracking throughout the design phase Project Milestones.
 - .3 With reference to the "Outline Format Full Page Example" and the outlined Element Levels, the LoD during the SD and DD Project Milestones is as follows:
 - .1 SD, Level 3 detail, complete with a "Description" article providing a generic description of the Level 3 functional element supported by a Basis of Design narrative may also be substantiated by the OPR;
 - .1 Corresponding, per Level 3 detail, Cost Estimate – Class 'C', +/- 15%.
 - .2 DD, Level 4 detail, complete with a "Description" article providing a generic description of the Level 4 functional element supported by a Basis of Design narrative may also be substantiated by the OPR;
 - .1 Corresponding, per Level 4 detail, Cost Estimate – Class B, +/- 10%.
 - .4 Construction Documents, Level 5 detail:
 - .1 While Levels 1-4 may be defined in PPDFormat™ for Levels 5 and beyond, UniFormat™ 2010 considers these Levels discretionary requiring user definition;
 - .2 Level 5 detail includes, as per "Outline Format Full Page Example", the following articles:
 - .1 Functional Requirements addressing Element overall requisite including;
 - .1 Performance Requirements of the assembly that are quantifiable, measurable and,
 - .2 Design Requirements that, for example, may affect cost or be related to design quality regarding aesthetic, utility, performance or impact, but are not directly component attributes.
 - .2 Components, a parts listing making up the functional element, complete with attributes that are prescriptive and/or performance based;



- .1 Each Component is accompanied by a corresponding MasterFormat™ Section number to be the basis for Construction Documentation (CD) specifications.
- .3 Additional outline headings to be considered include;
 - .1 Alternates, for consideration of their effect on cost or schedule,
 - .2 Material/equipment Location Schedules,
 - .3 Workmanship and Fabrication requirements affecting cost,
 - .4 Reports associated with Codes, fire and zoning searches.
- .3 Corresponding, per Level 5 detail, Cost Estimate – Class A, +/- 5%.

4.2.44 PROJECT PROCEDURES PLAN

- .1 A dynamic and evolving Plan to establish how the design, construction and closeout process will be structured to deliver projects on time and within budget and scope.
- .2 A measure against which performance is evaluated and success is judged.
- .3 Includes items such as:
 - .1 Organization and communication charts;
 - .2 Master Project Schedule complete with a detailed Work Breakdown Structure;
 - .3 Quality Management Plan, a procedures and documentation plan to determine for example documentation completeness and suitability, testing, inspection and submissions requirements;
 - .4 Construction procurement options and /or number and sequence of tender packages;
 - .5 Contracting/procurement strategies, bid packaging description, bidders' cost breakdowns;
 - .6 Site mobilization;
 - .7 Swing space;
 - .8 Commissioning Plan;
 - .9 Commissioning Issues Log;
 - .10 Project Decision Log;
 - .11 Risk issues log;
 - .12 Record management plan (including e-mails) establishing procedure regarding collection recording, tracking, access and storage.

4.2.45 PROJECT TEAM

- .1 Typically includes entities, such as:
 - .1 Departmental Representative,
 - .2 Consultant Team;
 - .3 Independent third parties also in contract with PWGSC, and;
 - .4 User Department and Operational personnel.



4.2.46 PWGSC COMMISSIONING MANAGER (PWGSC Cx MGR)

- .1 Government commissioning liaison amongst all project stakeholders and reports to the Departmental Representative.
- .2 Undertakes Quality Assurance Reviews of Cx submissions.

4.2.47 QUALITY

- .1 The degree to which the Work meets or exceeds the Project requirements and expectations.

4.2.48 QUALITY ASSURANCE (QA) REVIEWS

- .1 PWGSC QA Reviews are an advisory service to the Project Team and stakeholders where respective submission/deliverable accountabilities remain in effect as per contractual conditions or other forms of commitment.
 - .1 The Consultant remains professionally accountable for the design validation and verification required of the Project Milestone submissions during the project life cycle.
- .2 QA Reviews, supported by commentary, conclude with a risk assessment associated with Quality of design and documentation deliverables, and include:
 - .1 Parameters to confirm at the onset of a review whether deliverables are appropriately scoped and detailed with respect to current Project Milestones or phase/progressive submissions.
- .3 QA Reviews focus on Quality Indicators (QI) parameters associated with Design Quality Indicators (DQI) and Quality Deliverable Indicators (QDI).
- .4 Design Quality Indicators (DQI):
 - .1 3 Aspects of DQI:
 - .1 Functionality – design utility;
 - .2 Build Quality – design performance, and;
 - .3 Impact – project contextual interactivity (such as cultural, market, environmental conditions/factors):
 - .1 Project impact on context, and vice versa;
 - .2 Context impact on project.
 - .2 Each DQI Aspect is considered against Good Design Protocols, such as:
 - .1 Creativity and Technical Competence;
 - .2 Functional Suitability;
 - .3 Whole-of-Life Performance;
 - .4 Health, Safety and Security;
 - .5 Inspiring and Attractive;
 - .6 Appropriate Innovation, and;
 - .7 Sustainable and Enduring.
 - .3 As each DQI Aspect is considered against Good Design Protocols, each Aspect is also assessed against the same Characteristics such as:



- .1 Conceptual Integrity;
- .2 Functionality;
- .3 Operability;
- .4 Constructability, and;
- .5 Claims Prevention.
- .5 Quality Deliverable Indicators (QDI):
 - .1 Focus on documentation delivery.
 - .1 Submitted documentation is assessed against 6 characteristics:
 - .1 Clarity;
 - .2 Completeness;
 - .3 Compliance;
 - .4 Consistency;
 - .5 Correctness, and;
 - .6 Decision Traceability.

4.2.49 QUALITY MANAGEMENT PLAN

- .1 Quality Management goal is to assure:
 - .1 Design Quality;
 - .1 Confirmation design satisfies the Project Requirements,
 - .2 Complementary design principles,
 - .3 Planning/layout efficiency,
 - .4 Accuracy, adequacy, conformance to standards of practice, compliance with codes and standards, cost effectiveness, quality, and fitness for purpose and function as per the TOR.
 - .2 Construction Quality;
 - .1 Construction preparation – review schedule and check points,
 - .2 Follow-up of inspection and testing to confirm on-going performance compliance,
 - .3 Final acceptance.
 - .3 Management Quality;
 - .1 Management assignments,
 - .1 Managers associated with design, project and construction,
 - .2 Quality process reporting and resolution forums,
 - .3 Decision making protocols.
 - .2 Document control,
 - .3 Risk management program.

4.2.50 RECOMMISSIONING MANUAL

- .1 Deliverable by the Consultant's Cx Process Manager/Cx Authority.
- .2 Refer to CSA Z320 Article 4.9.4, Recommissioning manual.

4.2.51 RISK MANAGEMENT PLAN

- .1 Departmental Representative (DR) initiates and maintains a PWGSC RM Program.
- .2 The objective of the Plan is to develop a methodology to improve risk management by:



- .1 Establishing risk policies to confirm acceptable levels of non-compliance as per DR Risk Management Plan;
- .2 Focusing on external and internal risk parameters, and;
- .3 Articulating an approach/framework to identifying risk and its impact in advance and managing the risk with the goal of reducing, transferring or avoiding risk where appropriate.
- .3 Program and Plans are collaboratively monitored and amendments are proposed to the DR by the Project Team as required for an effective project delivery.

4.2.52 STANDARD OPERATING PROCEDURES

- .1 Systems Operations Manual component.
- .2 Procedures are to meet the Canada Labour Code requirement of "every employer" (User Department) by way of "a qualified person to set out, in writing, instructions for operations, inspections, testing, clearing and maintenance" of various components, systems and integrated systems.
 - .1 Updated throughout the building lifecycle for continued safety and consistent Work practices.
 - .2 Capable of being the basis for the development of Departmental policies.
- .3 Includes site specific:
 - .1 Equipment, chemicals and other concerns such as life safety compliance, emergency provisions/procedures, security, access, sustainability and the environment.
 - .2 Series of flow charts designed to model the actions, activities and network of interconnected activities associated with systems and related operations and maintenance.

4.2.53 STATIC VERIFICATION

- .1 Refer to CSA Z320 Article 4.4.4, Static Verification.
 - .1 Add to Article 4.4.4 the following review requirements:
 - .1 Review select equipment certificated of authenticity (such as, circuit breakers).

4.2.54 SUB-PROJECT

- .1 User Department/Departmental Representative project Work completed by a Departmental Service Provider requiring a coordinated delivery in a main capital Works project, for example:
 - .1 IT Works, Furniture delivery and installation;
- .2 If Work takes place in the same space and time as capital Works then capital Work's health and safety plan governs Sub-Project Work.

4.2.55 SYSTEMS

- .1 Refer to CSA Z320 Article 5, Specific systems.
 - .1 Require confirmation of other systems, such as those that may relate to, for example:
 - .1 Sound Masking;



- .1 As part of CSA Article, 5.1.3.4, Interior Space, Functional Performance Testing;
- .2 Duct Pressure Tests and Indoor Air Quality (IAQ) Tests;
 - .1 As part of CSA Article, 5.4.3.4, Mechanical Systems, Functional Performance Testing.

4.2.56 SYSTEMS OPERATIONS MANUAL (SYSTEMS DESCRIPTIONS/SYSTEMS MANUAL)

- .1 Developed throughout the project lifecycle.
- .2 Refer to CSA Z320 Article 3, Definitions.
- .3 Extend the CSA Definition to include in emergency conditions as a mode of operation.
- .4 Normally produced by the Construction Manager/Contractor and as part of the Collaborative Project Delivery integrated process with Support by the Consultant and Departmental Representative.
 - .1 Requires Cx Process Manager sign-off at contract Substantial Performance.
- .5 Standard Operating Procedures document is a component of the Systems Operations Manual – see Definition.

4.2.57 UNIFORMAT™

- .1 A uniform, hierarchical classification structure of construction systems and assemblies.
 - .1 Current version – CSI/CSC Uniformat™, 2010 edition.
- .2 UniFormat™ organizational structure also guides the development and delivery of:
 - .1 Cost Estimates – refer to Definition for further detail and;
 - .2 PPDFormat™, Preliminary Project Descriptions during the design phase – refer to Definition for further detail.

4.2.58 VALUE ENGINEERING (VE)

- .1 Value Engineering (Assessment) methodology, as related to competing options assessment, emphasizes the return-on-investment aspect of decision making in terms of LCC to maintain or improve the desired levels of capability and performance during planning, design, construction and procurement.
 - .1 When the options satisfy the required function, then the best value option is to be identified by comparing the first costs and life-cycle costs of each alternative.
- .2 Refer to industry standard practices for value methodologies associated with buildings and building systems such as, SAVE and ASTM Standards.
- .3 Also refer to Life-Cycle Costs definition.

4.2.59 WORK

- .1 Refer to Contract Documents: General Conditions (GCs).

4.2.60 WORK BREAKDOWN STRUCTURE (WBS)

- .1 Integral to schedules and project execution plans.