



**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

<b>Title - Sujet</b> CHARS Hydrogeologic-Geotechnical In CHARS - Hydrogeologic-Geotechnical Investigation	
<b>Solicitation No. - N° de l'invitation</b> EV385-230864/B	<b>Date</b> 2022-09-15
<b>Client Reference No. - N° de référence du client</b> PKC - EV385-230864	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-404-12319
<b>File No. - N° de dossier</b> PWU-2-45044 (404)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Daylight Saving Time MDT <b>on - le 2022-09-27</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Singh, Vinay	<b>Buyer Id - Id de l'acheteur</b> pwu404
<b>Telephone No. - N° de téléphone</b> (587) 341-8025 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CANADIAN HIGH ARCTIC RESEARCH INSTITUTE PO BOX 2150 CAMBRIDGE BAY NUNAVUT X0B0C0 Canada	

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**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

**This bid solicitation cancels and supersedes previous bid solicitation number EV385-230864/A dated August 31, 2022 with a closing of September 9, 2022 at 2:00 PM MDT. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.**

**This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)**

## **REQUEST FOR PROPOSAL (RFP)**

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## PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads PWGSC to believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to PWGSC.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.
4. Proponents must use Canada Post Corporation's (CPC) Connect service to transmit their proposals electronically.

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by CPC Connect service.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

### SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.  
  
All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI);  
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal;  
[Submission Requirements and Evaluation \(SRE\)](#);
  - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Terms of Reference;
  - (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
  - (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
  - (f) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address [vinay.singh@pwgsc-tpsgc.gc.ca](mailto:vinay.singh@pwgsc-tpsgc.gc.ca) as early as possible. Enquiries should be received no later than 5 working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

### **SI4 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada Panama Free Trade Agreement and Canada-Peru Free Trade Agreement.

### **SI5 CERTIFICATIONS**

#### **1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(G1\), Integrity Provisions – Proposal, section 3b](#).

#### **2. Federal Contractors Program for Employment Equity - Proposal Certification**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent 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](#)

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

### **SI6 INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT**

#### **1. Nunavut Agreement**

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce

#### **2. Inuit Benefits Plan (IBP)**

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Appendix "D" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

- a. Inuit employment (either directly or through subconsultants);
- b. Inuit training and skills development (either directly or through subconsultants);
- c. Inuit ownership (Consultant and subconsultants); and
- d. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Consultant's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Appendix "D" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

### **3. Reporting Inuit and Nunavut Benefits – General information**

- a. Canada expects that the Consultant will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
  - i. Total hours and total dollars spent on Inuit Employment
  - ii. Total hours and total dollars spent on Inuit Training
  - iii. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
  - iv. Location of Consultant and sub-consultants/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Consultant must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Appendix "D" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

### **4. Limited to Inuit Firms on the Inuit Firm Registry (IFR)**

- a. This solicitation is limited for bidding among firms registered on the Inuit Firm Registry (IFR).

### **5. Registration on the Inuit Firm Registry (IFR)**

- a. Only Bidders registered on the Inuit Firm Registry (IFR) may qualify for contract award.
- b. Bidders must be registered on the IFR by 5 business days after bid closing. If a bidder is not registered on the IFR by that time, their bid will be declared non responsive and given no further consideration.
- c. Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.

## **SI7 HEALTH AND SAFETY**

### 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.

## **SI8 WEBSITES**

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

### Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

### Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

### Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

### Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

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Amd. No. - N° de la modif.  
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File No. - N° du dossier  
PWU-2-45044

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

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#### Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

#### Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

#### Buy and Sell

<https://buyandsell.gc.ca/>

#### Supplier Registration Information

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

#### Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

#### Canadian sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng&\\_ga=2.4399216.2143508984.1600280756-1424234476.1600280756](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756)

#### National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

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## PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

### G11 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://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 enter, or is suspended from entering 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 bid solicitation, the Proponent 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 [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://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 Proponent 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 a Proponent 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 [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://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 award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may

also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **G12 Definitions**

In this Request for Proposal (RFP), 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 sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal 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 proposals.

"Proponent":

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"PWGSC Evaluation Board":

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

"Technical Rating":

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

## **G13 Overview of selection procedure**

The following is an overview of the selection procedure.

### **G13.1 Proposal**

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
  - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;

- d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
- e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
- f. comply with all other requirements set out in the RFP.

### **G13.2 Proposal evaluation and rating**

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:
  - a. The lowest price proposal receives a Price Rating of 100.
  - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
  - c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.
  - d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.
6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

### **G13.3 Total score**

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - a. the Technical Score, and
  - b. the Price Score.
2. The Proponent receiving the highest Total Score is the first entity that the PWGSC Evaluation Board will recommend for the provision of the required services.

### **G13.4 Notification**

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

### **G14 Procurement Business Number**

Proponents are required to have a Procurement Business Number (PBN) before contract award.

Proponents may register for a PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJidGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJidGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng).

**G15 Responsive proposals**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

**G16 Completion of submission**

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

**G17 Proposal price**

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

**G18 Communications—solicitation period**

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

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

**G19 Limitation of submissions**

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

**G110 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 or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The

Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

#### **G111 Rejection of proposal**

1. Canada may reject a proposal where any of the following circumstances is present:
  - a. the Proponent 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 proposal 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 Proponent 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 Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, 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 Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - ii. Canada determines that the Proponent'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 a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

#### **G112 Not applicable**

Not applicable

#### **G113 Insurance requirements**

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

#### **G114 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. Proponents 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 proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract 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 bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **G115 Composition of Consultant Team**

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

#### **G116 Submission of proposal**

##### **G116.1 Submission of proposal**

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section G114](#).
2. It is the Proponent's responsibility to:
  - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.  
In the case of submission of a hard copy proposal, send its proposal only to:  
Bid Receiving Public Works and Government Services Canada  
Canada Place, Suite 1000  
9700 Jasper Avenue  
Edmonton AB, T5J 4C3  
  
In the case of submission by [CPC Connect](#), see instructions in G116.2.1 below.  
In the case of submission by [Facsimile](#), see instructions in G116.2.2 below.
  - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - d. ensure that the Proponent'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 proposal; and
  - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the

responsibility of the Proponent.

5. Proposals and supporting information may be submitted in either English or French.
6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations 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, bid solicitation 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 Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **GI16.2 Transmission by CPC Connect or facsimile**

1. CPC Connect
  - a. Proposals may be submitted by using Canada Post Corporation's (CPC) Connect service ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):

The only acceptable email address to use with CPC Connect for responses to this bid solicitation issued by PWGSC regional offices is:  
**ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca**

**Note:** Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in b., or to send proposals through a CPC Connect message if the proponent is using its own licensing agreement for CPC Connect.
  - b. To submit a proposal using CPC Connect service, the Proponent must either:
    - i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation;
    - 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 bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
  - c. If the Proponent sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the CPC Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the solicitation closing date and time.
  - d. If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
  - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
  - g. For proposals transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete proposal;
    - ii. availability or condition of the CPC Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the proposal;
    - v. failure of the Proponent to properly identify the proposal;

- vi. illegibility of the proposal;
  - vii. security of proposal data; or
  - viii. inability to create an electronic conversation through the CPC Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the CPC 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 proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j. A proposal transmitted by CPC Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section G116.1](#).

## 2. Facsimile

- a. Proposals may be submitted by facsimile.  
The only acceptable facsimile number for responses to bid solicitations issued by this PWGSC regional office is:  
**Bid Fax: 1-418-566-6167**
- b. For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
- i. receipt of garbled, corrupted or incomplete proposal;
  - 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 proposal;
  - v. failure of the Proponent to properly identify the proposal;
  - vi. illegibility of the proposal; or
  - vii. security of proposal data.
- c. A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with [section G116.1](#).

### **G117 Late submissions**

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in G117.2. For late proposals submitted using means other than the Canada Post Corporation's CPC Connect service, the physical proposal will be returned. For proposals submitted electronically, the late proposal will be deleted. As an example, proposals submitted using Canada Post Corporation's CPC Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using CPC Connect.
2. A proposal 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 proponent 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 proposals.
- 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 proposal was sent the day before the solicitation closing date.

- b. The only pieces of evidence relating to a delay in the CPC Connect service provided by CPC system that are acceptable to PWGSC is a CPC CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the proposal 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 proposals are not acceptable reasons for the proposal to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

**G118 Not applicable**

**G119 Acceptance of proposal**

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

**G120 Legal capacity**

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent 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 Proponents submitting a proposal as a joint venture.

**G121 Debriefing**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP 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.

**G122 Financial capability**

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent 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 Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent 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 Proponent 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 Proponent 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 Proponent 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 Proponent outlining the total of lines of credit granted to the Proponent 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.
  - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Proponent 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 Proponent 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 Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent 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 Proponent 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 Proponent 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 Proponent authorizes the use of the information for this requirement.

It is the Proponent'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 Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent 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 \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).

7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent'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 a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

### **G123 Performance evaluation**

Proponents 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 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

### **G124 Proposal costs**

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

### **G125 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
  - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid 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 Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent 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.

### **G126 Limitation of liability**

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### **G127 Code of Conduct for Procurement—proposal**

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

### **G128 Bid Challenge And Recourse Mechanisms**

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

## PART 3 - TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

(a) the Front Page and this Agreement clause;

the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2022-01-28	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1250D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

(b) Terms of Reference;

(c) the document entitled “Doing Business with PWGSC Documentation and Deliverables Manual”;

(d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;

(e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.

2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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

(a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;

(b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;

(c) this Agreement clause;

(d) Supplementary Conditions;

(e) General Terms, Conditions and Clauses;

(f) Agreement Particulars;

(g) Terms of Reference;

(h) the document entitled “Doing Business with PWGSC Documentation and Deliverables Manual”;

(i) the proposal.

## **PART 4 - SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SUPPLEMENTARY CONDITIONS**

There are no supplementary conditions which apply to the Agreement.

### **SC2 SECURITY REQUIREMENT**

There is no security requirement applicable to this Agreement.

### **SC3 LANGUAGE REQUIREMENTS**

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

### **SC4 NUNAVUT AGREEMENT**

This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (the Nunavut Agreement).

#### **1. Disclosure of Information**

- a. The Consultant agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Consultant has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subconsultants and suppliers, the Consultant warrants that it has secured from its subconsultants and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subconsultants and suppliers throughout the period of the contract. The Consultant further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
- b. The Consultant undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the Privacy Act (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Consultant, its subconsultants and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

#### **2. Inuits Benefits Plan Progress Report**

- a. The Consultant must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
  - i. Total hours and total dollars spent on Inuit Employment
  - ii. Total hours and total dollars spent on Inuit Training

- iii. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
- iv. Location of Consultant and sub-consultants / suppliers in the Nunavut Settlement Area

- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Consultant must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Consultant must accompany each invoice with an IBP Progress Report drafted in accordance with Appendix "D" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

### 3. **Third party Independent Professional**

- a. If requested by Canada, the Consultant must engage a third party independent professional to confirm whether the Consultant has met its contractual obligations regarding the IBP under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- b. If the Consultant has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Consultant has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Consultant must choose.
- c. The Consultant must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- d. If the independent professional confirms that the Consultant has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Consultant the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Consultant.
- e. If the independent professional confirms that the Consultant has not met the requirements regarding activities specified in the IBP:
  - i. Canada will not reimburse the Consultant any cost of the third party independent professional;
  - ii. the Consultant must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Consultant related to IBP activities not performed in accordance with the IBP; and
  - iii. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Consultant.
- f. Nothing in this section limits any other remedy or action available to Canada under this contract.

### 4. **Inuit Benefit Plan Deviations**

- a. If at any time it becomes apparent to the Consultant that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Consultant must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- b. If requested by the Contracting Authority, the Consultant must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- c. If requested by the Contracting Authority, the Consultant must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
- d. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse

to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.

- e. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

#### 5. **Inuit Benefits Plan (IBP) Holdback**

The Consultant agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

- a. If Canada deems that IBP obligation(s) are not being delivered by the Consultant or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- b. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Consultant.
- c. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
  - i. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
  - ii. evidence provided by the Consultant demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Consultant's control; and
  - iii. the sufficiency of the evidence provided by the Consultant in demonstrating the circumstances out of the Consultant's control.
- d. In determining the value of an IBP Holdback, Canada may consider various elements, including:
  - i. the value of the Consultant's IBP obligations;
  - ii. the weight of the IBP in the bid evaluation; or
  - iii. the past and ongoing performance of the Consultant in delivering IBP obligations.
- e. The total value of the IBP Holdback shall not exceed *the total dollar value of the IBP*.
- f. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
  - i. with new evidences submitted by the Consultant which demonstrate that the failure to meet the Consultant's obligations in the IBP was due to circumstances out of the Consultant's control;
  - ii. that the Consultant has since delivered all or at least a portion of the IBP obligations;
- g. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

#### **SC5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - 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 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 will constitute the Consultant in default as per the terms of the contract.

#### **SC6 EMPLOYER/PRIME CONSULTANT**

##### 1. During the Design Stage

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:

- a. act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

- b. 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.

**SC7 DURATION OF THE CONTRACT**

The consultant must perform and complete the services described in the project statement by **an estimated completion date of January 30, 2023**

**SC8 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

The Consultant must comply and ensure that its employees and subconsultant comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

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## PART 5 – 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 3 (GI3), Overview of selection procedure.

#### 1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 60 %	=	Technical Score (60 Points)
Inuits Benefits Plan (IBP) x 30%	=	IBP Score (30 Points)
Price Rating x 10%	=	Price Score (10 Points)
Total Score	=	Max. 100 points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Proposal via CPC Connect service

This bid solicitation allows and encourages proponents to use the CPC Connect service provided by Canada Post Corporation to transmit their proposal electronically.

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

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

**Section I:** Technical Proposal;

**Section II:** Inuit Benefits Plan;

**Section III:** Price Proposal.

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

If the Proponent is simultaneously providing copies of its proposal 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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will take precedence over the wording of the other copies.

#### 2.2 Proposal in Hard Copies

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

**Section I:** Technical Proposal (submit one (1) bound original plus one (1) bound copy)

**Section II:** Inuit Benefits Plan (submit one (1) bound original plus one (1) bound copy)

**Section III:** Price Proposal (submit one (1) bound original) in a separate sealed envelope)

Double-sided submissions are preferred.

#### 2.3 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by CPC Connect service.

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

**Section I:** Technical Proposal

**Section II:** Inuit Benefits Plans

**Section III:** Price Proposal

## 2.4 Requirement for Proposal Format

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

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

## 2.5 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) 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 proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))
- Inuits Benefits Plan (IBP) ([Appendix D](#))

***Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal 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 proposal as non-responsive and no further evaluation will be carried out.

#### 3.1.1 Licensing, Certification or Authorization

The proponent shall be a(n) Geotechnical/Hydrogeology Engineering Firm, 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 territory of Nunavut.

#### 3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

Proponent (prime consultant) - Engineering Consultant Firm

Key Sub-consultants / Specialists - Geotechnical/Hydrogeology specialist

If the proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to [General instructions 9 \(GI9\) Limitation of submissions](#)).

An example of an acceptable format (typical) for submission of the team identification information is provided in [Appendix A](#).

### 3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

### 3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions 1 ([GI1](#)), [Integrity Provisions – Proposal](#), section 3a.

## 3.2 RATED REQUIREMENTS

### 3.2.1 Achievements of Proponent on Projects

Describe the Proponent's accomplishments, achievements and experience as prime consultant on projects.

Select a **maximum** of 3 projects undertaken within the last 6 years. Joint venture submissions are not to exceed the maximum number of projects. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management - i.e. contract price & final construction cost - explain variation
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- awards received

The Proponent (as defined in General instructions 2 ([GI2](#)) [Definitions](#)) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.

Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

### 3.2.2 Achievements of Key Sub-consultants and Specialists on Projects

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on projects. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of 3 projects undertaken within the last 6 years per key sub consultant or specialist. Only the first 3 projects listed in sequence (per key subconsultant or specialist) will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management
- project schedule control and management
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- awards received

**3.2.3 Achievements of Key Personnel on Projects**

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

Information that should be supplied for each key personnel:

- professional accreditation
- accomplishments/achievements/awards
- relevant experience, expertise, number of years experience
- role, responsibility and degree of involvement of individual in past projects

**3.2.4 Understanding of the Project:**

The proponent should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.

Information that should be supplied:

- The functional and technical requirements
- Broader goals (federal image, sustainable development, sensitivities)
- The relationship between this commission and any earlier studies completed for PWGSC
- Significant issues, challenges and constraints
- Project schedule and cost. Review schedule and cost information and assess risk management elements that may affect the project
- The Client User's philosophies and values

**3.2.5 Scope of Services:**

The proponent should demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

Information that should be supplied:

- Scope of Services - detailed list of services
- Work Plan - detailed breakdown of work tasks and deliverables
- Project schedule - proposed major milestone schedule
- Risk management strategy

**3.2.6 Management of Services:**

The Proponent should describe how he /she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable
- What back-up will be committed
- Profiles of the key positions (specific assignments and responsibilities)
- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Reporting relationships
- Communication strategies
- Response time: demonstrate how the response time requirements will be met

**3.2.7 Design Philosophy / Approach / Methodology**

The proponent should elaborate on aspects of the project considered to be a major challenge which will illustrate design philosophy / approach / methodology. This is the opportunity for the Proponent to state the overall design philosophy of the team as well as their approach of resolving design issues and in particular to focus on the unique aspects of the current project.

Information that should be supplied:

- Design Philosophy / Approach / Methodology
- Describe the major challenges and how your team approach will be applied to those particular challenges.

**3.3 EVALUATION AND RATING**

Only the technical components of the proposals which are responsive 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
Achievements of Proponent	2.0	0 - 10	0 - 20
Achievements of Key Sub-consultants / Specialists	1.0	0 - 10	0 - 10
Achievements of Key Personnel on Projects	2.0	0 - 10	0 - 20
Understanding of the Project	1.5	0 - 10	0 - 15
Scope of Services	1.0	0 - 10	0 - 10
Management of Services	1.0	0 - 10	0 - 10
Design Philosophy / Approach / Methodology	1.5	0 - 10	0 - 15
Technical Rating	10.0		0 - 100

**Generic Evaluation Table**

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will 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
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum Technical Rating of fifty (50) points out of the hundred (100) points available as specified above.

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

#### **SRE 4 INUIT BENEFITS EVALUATION CRITERION**

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

*See Inuit Benefits Plan Conditions contained in Appendix D.*

#### **4.1 EVALUATION PROCEDURE AND BASIS OF SELECTION**

##### **4.1.1 INUIT BENEFITS PLAN (IBP) CRITERIA**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria, including being registered on the Inuit Firm Registry (IFR);
  - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, technical merit, and price. The ratio will be 30% for the total IBP merit, 60% for the technical merit and 10% for price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available, multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10% as follows: lowest evaluated price / bid price, multiplied by the ratio of 10%.
6. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
7. The total IBP merit score is the combined sum total of all individual IBP merit scores.
  - i. Inuit Employment 10%
  - ii. Inuit Training and Skills Development 5%
  - iii. Inuit Ownership (Consultant and subconsultants) 5%
  - iv. Location in the Nunavut Settlement Area (NSA) 10%
8. For each responsive bid, the total IBP merit score for each criterion, the technical merit score, and the pricing score will be added to determine its combined rating.
9. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of total IBP merit score, technical merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

**Basis of Selection - Highest Combined Rating of IBP Commitment (30%), Technical Merit (60%), and Price (10%)**

The table below illustrates an example where all three bids are responsive and the selection of the Consultant is determined by a 30/60/10 ratio of total IBP merit score, technical merit score, and pricing score, respectively. In this example, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 5%, Inuit Ownership (Consultant and subconsultants) is weighted at 5%, and Location in the Nunavut Settlement Area (NSA) is 10%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

**EXAMPLE:** Basis of Selection - Highest Combined Rating of Total IBP Merit (30%), Technical Merit (60%), and Price (10%).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		90/100	85/100	95/100
Bid Evaluated Price		\$16,000	\$17,000	\$20,000
Inuit Benefits Plan	Inuit Employment Score	31.75/40	32.75/40	33.75/40
	Inuit Training Score	5/15	10/15	15/15
	Inuit Ownership Score	15/40	35/40	25/40
	Location in NSA Score	10/10	10/10	10/10
Calculations: Technical Merit & Price	Technical Merit Score	90/100 x 60 = 54.00	85/100 x 60 = 51.00	95/100 x 60 = 57.00
	Pricing Score	16/16 x 10 = 10.00	16/17 x 10 = 9.41	16/20 x 10 = 8
Calculations: Total IBP Merit Score	Inuit Employment Merit Score	31.75/40 x 10 = 7.94	32.75/40 x 10 = 8.19	33.75/40 x 10 = 8.44
	Inuit Training Merit Score	5/15 x 5 = 1.67	10/15 x 5 = 3.34	15/15 x 5 = 5
	Inuit Ownership Merit Score	15/40 x 5 = 1.88	35/40 x 5 = 4.38	25/40 x 5 = 3.13
	Location in NSA Merit Score	10/10 x 10 = 10	10/10 x 10 = 10	10/10 x 10 = 10
Combined Rating		85.49	86.32	91.57
Overall Rating		3 <sup>rd</sup>	2 <sup>nd</sup>	1 <sup>st</sup>

Proponent receiving the highest Total Combined Rating Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

**SRE 5 PRICE OF SERVICES**

All price proposals corresponding to responsive proposals 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 proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals 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 6 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	60	0-60
IBP Rating	0-100	30	0-30
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

## SRE 7 SUBMISSION REQUIREMENTS - CHECKLIST

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

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- Team Identification - see typical format in [Appendix A](#)
- Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3b**.
- Proposal
- Front page of RFP
- Front page(s) of any solicitation amendment
- Price Proposal Form completed and submitted in a separate section.
- Inuit Benefits Plan

### For hard copy Proposal:

- Proposal – one (1) original plus (1copy)
- Price Proposal Form – only one (1) Price proposal Form completed and submitted in a separate envelope
- Inuit Benefits Plan – one (1) original plus (1copy)

### For CPC Connect Proposal:

- Proposal – one (1) electronic document attached to the message
- Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message
- Inuit Benefits Plan – one (1) electronic document attached to the message

Solicitation No. - N° de l'invitation  
EV385-230864/B  
Client Ref. No. - N° de réf. du client  
PKC – EV385-230864

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier  
PWU-2-45044

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

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## **PART 6 - AGREEMENT PARTICULARS**

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

**APPENDIX A - TEAM IDENTIFICATION FORMAT**

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

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

**I. Prime Consultant (Proponent - Architect):**

**Firm or Joint Venture Name:**


**Key Individuals and provincial professional licensing status and/or professional accreditation:**

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**II. Key Sub Consultants / Specialists:**

**Firm Name**


**Key Individuals and provincial professional licensing status and/or professional accreditation:**

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

Solicitation No. - N° de l'invitation  
EV385-230864/B  
Client Ref. No. - N° de réf. du client  
PKC – EV385-230864

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier  
PWU-2-45044

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

**Firm Name**


**Key Individuals and provincial professional licensing status and/or professional accreditation:**

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**Firm Name**


**Key Individuals and provincial professional licensing status and/or professional accreditation:**

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

**APPENDIX B - DECLARATION/CERTIFICATIONS FORM**

<b>Project Title</b>	
----------------------	--

<b>Name of Proponent</b>		<b>Street Address</b>	
<b>Telephone number:</b>		<b>Mailing Address</b>	
<b>Fax number:</b>			
<b>Email Address:</b>			
<b>Procurement Business Number:</b>			

Type of Organizations	<input type="checkbox"/> Sole Proprietorship	Size of Organization	Number of Employees
	<input type="checkbox"/> Partnership		_____
	<input type="checkbox"/> Corporation		Graduate Architects / Professional Engineers _____
	<input type="checkbox"/> Joint Venture		Other Professionals _____
			Other _____

### Former Public Servant (FPS) - Certification

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

Yes |  No

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

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

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

### Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?  Yes |  No

If so, the Proponent must provide the following information:

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

**Name of Proponent:**

**DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

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PKC – EV385-230864

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier  
PWU-2-45044

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

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During proposal evaluation period, PWGSC contact will be with the following person:

\_\_\_\_\_  
Name

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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## APPENDIX C - PRICE PROPOSAL FORM

### INSTRUCTIONS:

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

**Project Title:** CHARS Hydrogeological - Geotechnical Investigation

**Name of Proponent:**

**The following will form part of the evaluation process**

### REQUIRED SERVICES

**Fixed Fee** R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

<b>SERVICES</b>	<b>FIXED FEE</b>
Desktop Study	\$
Mobilization of Geotech crew on site	\$
Draft Geotechnical/Hydrology report submission	\$
Final Geotechnical/Hydrology report submission	\$
<b>MAXIMUM FIXED FEES</b>	\$

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PWU404  
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---

**The following will NOT form part of the evaluation process**

---

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

**DISBURSEMENTS**

**At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause R1230D (2018-06-21), GC 5 - Terms of Payment– Architectural and/or Engineering Services, section GC5.12 Disbursements:**

<b>Specify</b>	<b>Enter Limit</b>
	\$
	\$
	\$
	\$
	\$
<b>MAXIMUM AMOUNT FOR DISBURSEMENTS</b>	\$

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**THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS**

<b>Principals</b>		
<b>Name(s)</b>		<b>Hourly rate</b>
<b>1</b>		\$
<b>2</b>		\$
<b>3</b>		\$
<b>4</b>		\$
<b>5</b>		\$
<b>6</b>		\$
<b>7</b>		\$
<b>8</b>		\$
<b>9</b>		\$
<b>10</b>		\$
<b>11</b>		\$
<b>12</b>		\$
<b>13</b>		\$
<b>14</b>		\$
<b>15</b>		\$

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<b>Staff</b>	
<b>Name(s)</b>	
<b>Hourly rate</b>	
<b>1</b>	\$
<b>2</b>	\$
<b>3</b>	\$
<b>4</b>	\$
<b>5</b>	\$
<b>6</b>	\$
<b>7</b>	\$
<b>8</b>	\$
<b>9</b>	\$
<b>10</b>	\$
<b>11</b>	\$
<b>12</b>	\$
<b>13</b>	\$
<b>14</b>	\$
<b>15</b>	\$

**END OF PRICE PROPOSAL FORM**

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## APPENDIX D – INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

### INUIT BENEFITS PLAN (IBP)

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in this Appendix.

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Consultant being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Consultant, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Consultant's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

### **Key Terms**

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Consultant or as an employee of a subconsultant, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Consultant or as a trainee of a subconsultant, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (Consultant/supplier/subconsultant) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). ( <https://inuitfirm.tunngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

4. Quality Factor (QF)

- a. The result of a multiplier (or multipliers) applied to IBP Criteria, for evaluation purposes only, that are specifically-designed to encourage bidders to propose higher quality employment and training proposals in their IBPs.

**INUIT EMPLOYMENT**

**Commitment Table 1 – EIE Commitment**

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE and non-EIE for that position for the work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIE and non-EIE hours **regardless of whether they are performed by the Consultant or subconsultant staff.**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Period/Year/Phase/Other in the corresponding tables.

**1-A EIE**

Period/Year/Phase/Other:

ITEM	Employment Type / Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Consultant and subconsultant) (Y)	Dollar Value (Consultant and subconsultant) (X x Y)
EIE -1		\$		\$
EIE -2		\$		\$
EIE -3		\$		\$
<b>Total EIE for this Period/Year/Phase/Other</b>				

	Total EIE Hours (Consultant and subconsultant)		Total Dollar Value (Consultant and subconsultant)	
<b>Total EIE <u>for all</u> Period/Year/Phase/Other</b>		<b>(A1)</b>	\$	<b>(A2)</b>
<b>Total non-EIE <u>for all</u> Period/Year/Phase/Other</b>		<b>(B1)</b>	\$	<b>(B2)</b>
<b>Total EIE and non-EIE hours <u>for all</u> Period/Year/Phase/Other (A+B=C)</b>		<b>(C1)</b>	\$	<b>(C2)</b>
<b>% Commitment for EIE Hours (A/C) x 100</b>	%	<b>(D1)</b>		% <b>(D2)</b>

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation.</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**INUIT TRAINING AND SKILLS DEVELOPMENT**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Consultant or subconsultant staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

Bidders are required to detail commitments for each Period/Year/Phase/Other in the tables that correspond to that corresponding Period/Year/Phase/Other.

**Quality Factor Rating (QR)**

Training Type Quality Rating (R1)		Career Development Quality Rating (R2)		Training/Certification Completion Quality Rating (R3)	
Accredited Certification = AC	X 2.5	Result in Permanent Employment = PP	X 2	Completed by Contract close = RC	X1.5
Apprenticeship = AP	X 2	Result in Salary Increase = PR	X 1.5	Not completed by Contract Close = NR	X 1
On-the Job Training = OJ	X 1.5	No Change= NC	X 1		
Internal Certification = FC	X 1				

**2-A Total EIT**

Period/Year/Phase/Other: \_\_\_\_\_

									FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours (R1+R2+R3+R4)	Dollar Value of Training Provided
									(no. of Rs)	
EIT -1	<i>Forklift Training</i>	AC	2	PP	2	RC	1	100	166	\$1800.00
EIT -2										\$
EIT -3										\$
EIT -4										\$
<b>Total for this Period/Year/Phase/Other</b>										

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		FOR EVALUATION PURPOSES ONLY			
<b>Total for all</b> Period/Year/Phase/Other	<b>Total EIT Training Hours</b> (Consultant and subconsultant)	<b>Total EIT Quality Factor Training Hours</b> (Consultant and subconsultant)		Total Dollar Value of Training Provided (Consultant and subconsultant)	
		(E1)	(ER1)	\$	(E2)

IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation.</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**INUIT OWNERSHIP**

**Commitment Table 3 – Inuit Ownership Commitment**

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders are required to detail commitments for each Period/Year/Phase/Other in the tables that correspond to that Period/Year/Phase/Other.

**3-A Total Inuit Consultant/Sub-Contracting/Supplier Commitment**

Period/Year/Phase/Other:

<b>Dollar Value of IFR (Consultant/Subconsultants/Supplier) for this Period/Year/Phase/Other</b>	\$
--	----

<b>Total Dollar Value of IFR (Consultant/Subconsultant/Supplier) for all Period/Year/Phase/Other</b>	\$	<b>(F)</b>
--	----	------------

<b>IBP Commitment Implementation</b>
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation.</p> <p style="text-align: center;"><b>Bidders must clearly indicate where in their proposal this information has been provided.</b></p>

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Period/Year/Phase/Other in the tables that correspond to that Period/Year/Phase/Other.

**4-A Location of Business in the NSA**

Period/Year/Phase/Other:

Company Name (Consultant)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subconsultant/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

**INUIT BENEFITS PLAN EVALUATION**

**Commitment Tables**

Bidders should fill out the commitment tables for each criteria to be awarded points, adding lines to such tables as need be.

**Evaluation of IBP Commitments**

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled “Basis of selection”.

**Score Calculations for IBP Commitments**

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

**EXAMPLE**

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment Total points available = 15	45	60	35
		$45/60 \times 15 = 11.25$	$60/60 \times 15 = 15$	$35/60 \times 15 = 8.75$
1.2	EIE Dollar Value Commitment Total points available = 15	\$5000	\$5500	\$6000
		$\$5000/\$6000 \times 15 = 12.5$	$\$5500/\$6000 \times 15 = 13.75$	$\$6000/\$6000 \times 15 = 15$
1.3	EIE IBP Commitment Implementation Total points available = 10	<i>See “Score Calculations for IBP Commitment Implementation”</i>		
		8	4	10
Inuit Employment Score (40 Points available) :		31.75/40	32.75/40	33.75/40

**Evaluation of IBP Commitment Implementation**

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the “IBP Commitment Implementation” section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

**Score Calculations for IBP Commitment Implementation**

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

**INUIT EMPLOYMENT**

<b>EMPLOYMENT OF EIE</b> <b>This criterion is worth 10% of the bid evaluation points available.</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A</b>								
1.1	<p><b>EIE – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EIE, in carrying out the work as compared to the number of hours that will be performed by non-EIE. The percentages identified below relate specifically to EIE hours as a percentage of total hours, regardless of whether performed by the Consultant or subconsultant staff, or both.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">EIE Hour Commitment % _____ (D1)</p>	/15						
1.2	<p><b>EIE – Dollar Value Commitment</b>            Bidders will be evaluated on the dollar value commitment to employ EIE, in carrying out the work as compared to the dollar value spent to employ non-EIE. The commitments identified below relate specifically to the total dollar value for EIE hours as a percentage of total hours, regardless of whether performed by the Consultant or subconsultant staff, or both.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">EIE Dollar Value Commitment % _____ (D2)</p>	/15						
1.3	<p><b>EIE – IBP Commitment Implementation</b>            Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.</p> <p>The following is information required, at a minimum, to demonstrate Inuit labour commitments:</p> <ul style="list-style-type: none"> <li>• experience to be gained;</li> <li>• the sustainability of the jobs;</li> <li>• human resource strategies for Inuit recruitment</li> <li>• human resource strategies for retention, succession planning and staff management</li> <li>• To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship, trade and occupations certification Unit (<a href="https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification">https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification</a>).</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">           Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria.  <b>Receives 0% of the points assigned to the criteria.</b> </td> </tr> <tr> <td style="padding: 5px;">           Proposed approach has significant weaknesses and is not likely to meet the requirements.  <b>Receives 20% of the points assigned to a criterion.</b> </td> </tr> <tr> <td style="padding: 5px;">           Proposed approach has weaknesses and is not likely to meet all of the requirements.  <b>Receives 40% of the points assigned to a criterion.</b> </td> </tr> <tr> <td style="padding: 5px;">           Proposed approach has minor weaknesses and is likely to meet most of the requirements.  <b>Receives 60% of the points assigned to a criterion.</b> </td> </tr> <tr> <td style="padding: 5px;">           Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements.  <b>Receives 80% of the points assigned to a criterion.</b> </td> </tr> <tr> <td style="padding: 5px;">           Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results.  <b>Receives 100% of the points assigned to a criterion.</b> </td> </tr> </table>	Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b>	Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b>	Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b>	Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b>	Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b>	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b>	/10
Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b>								
Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b>								
Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b>								
Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b>								
Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b>								
Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b>								
<b>Total Points Available for the Employment of EIE</b>		/40						

**INUIT TRAINING AND SKILLS DEVELOPMENT**

<b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-A</b>								
2.1	<p><b>EIT – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Consultant or subconsultant or a third party or if their training will be paid by the Consultant or a subconsultant.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> <li>• Apprenticeship and other applicable training and skills development programs are considered delivered when the EIT has acquired certifiable work skills. This may be achieved through an independent third party certification process.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – Quality Factor: _____ (ER1)            OR            Total EITs – Quality Factor: _____ (TR1)</p>	/5						
2.2	<p><b>EIT – Dollar value Commitment</b>            Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/5						
2.3	<p><b>EIT – IBP Commitment Implementation</b>            Bidders must provide a written plan of engagements, measures, and proposed procedures to be taken to deliver on the Inuit Training and Skills Development criteria.            The following is information required, at a minimum, to demonstrate Inuit training and skills development commitment:</p> <ul style="list-style-type: none"> <li>• Bidders are to identify what on-the-job or in-house training will consist of and the category of work</li> <li>• details on the type of training being offered and how it is relevant to the procurement (such as apprenticeships, school programs, internal/external training);</li> <li>• total number of Inuit training hours committed;</li> <li>• the skills the training will develop (such as specialization, certification, or accreditation obtained);</li> <li>• effectiveness of the training delivery approach (such as classroom or fieldwork);</li> <li>• strategies for retaining Inuit who have completed training;</li> <li>• the duration of training; and the number of Inuit to be trained</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b></td> </tr> <tr> <td style="padding: 2px;">Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b></td> </tr> <tr> <td style="padding: 2px;">Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b></td> </tr> <tr> <td style="padding: 2px;">Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b></td> </tr> <tr> <td style="padding: 2px;">Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b></td> </tr> <tr> <td style="padding: 2px;">Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b></td> </tr> </table>	Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b>	Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b>	Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b>	Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b>	Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b>	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b>	/5
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<b>Total Points Available for Inuit Training and Skills Development</b>		<b>/15</b>						

**INUIT OWNERSHIP**

<p><b>This criterion is worth 5% of the bid evaluation points available.</b></p> <p>IMPORTANT: To achieve points, Bidders <b>should</b> detail commitments in Table 3-A</p>								
3.1	<p><b>Inuit Ownership – Dollar value Commitment</b>          The use of Inuit Firm Registry (IFR) Consultant/subconsultants/suppliers in carrying out the contract. Bidders will be evaluated on their firm commitment to use IFR subconsultants for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Consultant is an IFR firm, the total dollar value of the IFR contracting will also include the Consultant's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Consultant/subconsultants/suppliers): _____ (F)</p>	/15						
3.2	<p><b>Inuit Ownership - IBP Commitment Implementation</b>          Bidders must provide a written plan of engagements, measures, and proposed procedures for their deliver on the Inuit Ownership (of Consultant/sub-consultant/suppliers) criteria.</p> <p>The following is information required, at a minimum, to demonstrate Inuit ownership commitment:</p> <ul style="list-style-type: none"> <li>• Engagements with IFR Consultants and subconsultants</li> <li>• Confirmation of availability for the envisaged contract period or have a pre-contract been signed.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b></td> </tr> <tr> <td>Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b></td> </tr> <tr> <td>Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b></td> </tr> <tr> <td>Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b></td> </tr> <tr> <td>Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b></td> </tr> <tr> <td>Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b></td> </tr> </table>	Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. <b>Receives 0% of the points assigned to the criteria.</b>	Proposed approach has significant weaknesses and is not likely to meet the requirements. <b>Receives 20% of the points assigned to a criterion.</b>	Proposed approach has weaknesses and is not likely to meet all of the requirements. <b>Receives 40% of the points assigned to a criterion.</b>	Proposed approach has minor weaknesses and is likely to meet most of the requirements. <b>Receives 60% of the points assigned to a criterion.</b>	Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. <b>Receives 80% of the points assigned to a criterion.</b>	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. <b>Receives 100% of the points assigned to a criterion.</b>	/15
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<p><b>Total Points Available for Inuit Ownership (of Consultant or sub-consultant/suppliers)</b></p>		/30						

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 10% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-A</b>	
4.1	<p><b>NSA Location – Commitment</b>            Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Consultant/subconsultant/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 20 points will be assigned for this criterion. If the Consultant is not utilizing any subconsultants and/or suppliers, the Consultant points are worth 20. Points will be assigned as follows:</p> <p><b>Consultant (20 points):</b></p> <ol style="list-style-type: none"> <li>1. Head Offices (15 points)</li> <li>2. Administrative Offices (3 points)</li> <li>3. Other Staffed Facilities (2 points)</li> </ol> <p><b>Location Proposal</b>            Bidders must provide details regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm's presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>
<b>Total Points Available for Inuit Location</b>	
/20	

## **IBP PROGRESS REPORT**

The IBP Progress Report is comprised of 4 tables which the Consultant must fill in, as indicated in this Appendix, and submit with every invoice *upon written request*.

The tables will demonstrate the Consultant's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each *year* of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contactor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc),. The Consultant must also maintain such records for audit purposes in accordance with the General Conditions.

The Consultant is required to certify the information contained in every IBP Progress Report submitted. If Consultant Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

### **Disclosure of Information**

1. The Consultant agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Consultant has met its contractual obligations related to the IBP. The Consultant warrants to have secured from its subconsultants and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subconsultants and suppliers. The Consultant further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Consultant undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Consultant, its subconsultants and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

### **Deviations**

If the delivery of IBP obligations is below the IBP commitment, the Consultant must include a detailed explanation. In circumstances where the Consultant can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Consultant's control, the Consultant will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contact terms for further details regarding such situations.

The Consultant must inform the Contracting Authority immediately without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

## Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Consultant or as an employee of a subconsultant, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Consultant or as a trainee of a subconsultant, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (Consultant/supplier/subconsultant) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). ( <https://inuitfirm.tunngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

**INUIT EMPLOYMENT**

**Table 1 – EIE Progress Report**

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE and non-EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Eligible Inuit Employment data **must not include** any data already included under the Eligible Inuit Training data or the Inuit Ownership data.

Period/Year/Phase/Other: \_\_\_\_\_

**1-A EIE**

ITEM	Hourly Rate	EIE Hours committed in this Period/Year/Phase/Other OR Progress Report (Consultant and subconsultant)	EIE Hours achieved in this Period/Year/Phase/Other OR Progress Report (Consultant and subconsultant)	Dollar Value committed for EIE (Consultant and subconsultant)	Dollar Value Paid to EIE (Consultant and subconsultant)
EIE - 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - 3	\$			\$	\$
TOTAL for this Period/Year/Phase/Other OR Progress Report				\$	\$

**1-B Cumulative EIE**

Total % Hours committed in the IBP (D1)	%	Total % Dollar Value committed in the IBP (D2)	%
Total EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to EIE for all Periods/Years/Phases/Other, up to now and including this one	\$
Total non-EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one		Total Dollar Value Paid to non-EIE for all Periods/Years/Phases/Other, up to now and including this one	\$
<b>Total % Hours worked by EIEs against Hours worked by non-EIEs, up to now.</b>	%	<b>Total % Dollar Value Paid for Hours worked by EIEs against Hours worked by non-EIEs.</b>	%
Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$

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000  
File No. - N° du dossier  
PWU-2-45044

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

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**On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report**

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT TRAINING AND SKILLS DEVELOPMENT**

**Table 2 – EIT Progress Report**

Period/Year/Phase/Other: \_\_\_\_\_

**2-A Total EIT**

ITEM	Total EIT training hours in this Period/Year/Phase/Other OR Progress Report		Total Dollar Value spent on training in this Period/Year/Phase/Other OR Progress Report		Number of EITs trained for this Periods/Years/Phases/Other, up to now and including this one	
	Committed	Achieved	Committed	Achieved	Committed	Achieved
EIT -1			\$	\$		
EIT -2			\$	\$		
EIT -3			\$	\$		
<b>Total for this Period/Year/Phase/Other OR Progress Report</b>			\$	\$		

**1-B EIT Cumulative**

Total of EIT training hours for all Periods/Years/Phases/Other, up to now and including this one	Total Dollar Value spent on training in all Periods/Years/Phases/Other, up to now and including this one	\$	Number of EITs trained for all Periods/Years/Phases/Other, up to now and including this one
Total of EIT training hours committed in the IBP <b>(E1)</b>	Total Dollar Value committed for training in the IBP <b>(E2)</b>	\$	Total EITs committed in the IBP <b>(T1)</b>
Total of EIT training hours remaining to meet commitment	Total Dollar Value remaining to meet commitment	\$	Total EITs remaining to be trained

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**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT OWNERSHIP**

**Table 3 – Inuit Ownership Progress Report**

**3-A Total Inuit Consultant/Sub-Contracting/Supplier**

Period/Year/Phase/Other:

ITEM	Company Name (Consultant)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/Year/Phase/Other OR Progress Report	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subConsultant/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period/Year/Phase/Other OR Progress Report for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
<b>Total Dollar Value</b> for Inuit Consultant/Subcontracting or Supplies/Services in this Period/Year/Phase/Other OR Progress Report				\$	\$

**3-B Cumulative**

<b>Total Dollar Value</b> for Inuit Consultant/Subcontracting or Supplies/Services in all Periods/Years/Phases/Other, including this one.	\$
<b>Total Dollar Value</b> for Inuit Consultant/Subcontracting or Supplies/Services committed in the IBP	\$

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<b>Total Dollar Value remaining</b>	<b>\$</b>
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**On track (Yes or No) ?** If no, the sections below **MUST** be completed prior to submission of this report

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Table 4– NSA Location Commitment Progress Report**

**4-A Location of Business in the NSA**

Period/Year/Phase/Other:

<b>Company Name</b> (Consultant)	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>
<b>Company Name</b> (subconsultant/supplier)	<b>Address in the NSA</b>	<b>Nature of Presence and Office Type in the NSA</b>

**On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report**

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**Consultant Certification**

**IBP PROGRESS CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

**CONTRACT NUMBER:** \_\_\_\_\_

**The Consultant certifies the information contained in the IBP Progress Report is accurate and complete.**

**The Consultant further certifies, and is prepared to provide support to demonstrate, that:**

- 1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and**
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.**

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**APPENDIX E - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**  
See Attached.

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**APPENDIX F - TERMS OF REFERENCE**

See Attached.



## 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

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# **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.

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## 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.

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## 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](http://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.

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### 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).

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## 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.

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### 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.

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## 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:

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## 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
<b>TOTAL ESTIMATED AMOUNT</b>						

## 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,

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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

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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).

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## **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.

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## 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

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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.

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## 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:

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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

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

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

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

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

<b>Specifications</b>			
<b>Item</b>	<b>Verified by</b>	<b>Explanations</b>	<b>Action by</b>
<b>15 Contracting Issues</b>			
<b>15a</b> Contracting issues do not appear in the specifications.			
<b>15b</b> Division 00 of the NMS is not used except 00 01 07 (Seals Page) and 00 01 10 (Table of Contents).			
<b>16 Quality Assurance</b>			
<b>16a</b> There are no specification clauses with square brackets “[ ]” or lines “_” indicating that the document is incomplete or missing information.			
<b>17 Signing and Sealing</b>			
<b>17a</b> 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 1<sup>st</sup> 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 2<sup>nd</sup> Tier Subfolder

The 2<sup>nd</sup> 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 3<sup>rd</sup> Tier Subfolder

The 3<sup>rd</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup>-Tier Subfolders for Specifications**

The “Specifications” and “Devis” folders must have 4<sup>th</sup> 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 4<sup>th</sup> 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



# Architectural & Engineering Services **TERMS OF REFERENCE**

## Canadian High Arctic Research Station (CHARS) Hydrogeological – Geotechnical Investigation

For: Polar Knowledge  
Canada  
CHARS  
Ikaluktutiak (Cambridge  
Bay), Nunavut  
R.121951.001



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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 Geotechnical/Engineering firm (Consultant), acting as the Prime Consultant with a multi-disciplinary team of sub-consultants for the delivery of services required for this project.

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

- .1 The TOR describes the 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.
- .2 Document precedence:
  - .1 In the event of a document conflict the TOR takes precedence.

### 1.1.3 PROJECT INFORMATION

Project Information	
Project Title:	Hydrogeologic/Geotechnical Investigation
Project Address:	CHARS, Ikaluktutiak, Nunavut
Solicitation Number: <i>[if new solicitation]</i>	
Contract Number: <i>[if existing Standing Offer Agreement]</i>	
PWGSC Project Number:	R.121951.001
PWGSC Contracting Officer:	
PWGSC Departmental Representative:	Samir Patel, P.Eng. PMP

## 1.2 BACKGROUND INFORMATION

### 1.2.1 USER DEPARTMENT

- .1 The User Department referred to throughout the TOR is Polar Knowledge Canada.
- .2 Operating out of the Canadian High Arctic Research Station (CHARS) campus in Ikaluktutiak (Cambridge Bay), Nunavut, the mission of Polar Knowledge Canada (POLAR) is to conduct world-class cutting edge Arctic research. POLAR is responsible for advancing Canada’s knowledge of the Arctic and strengthening Canadian leadership in polar science and technology. Combining the resources and knowledge of the former Canadian Polar Commission and the former Science and Technology program at Indigenous Affairs and Northern Development Canada (INAC), Polar Knowledge Canada was created by the *Canadian High Arctic Research Act* which came into force on June 1, 2015, anchoring a strong research presence in Canada’s



Arctic that serves Canada and the world, and will advance Canada's knowledge of the Arctic. POLAR continues to support the Government of Canada's commitment to and respect of the Nunavut Land Claims Agreements.

- .3 Polar Knowledge Canada mandate is to:
  - .1 Advance the knowledge of the Canadian Arctic in order to improve economic opportunities, environmental stewardship and the quality of life for Arctic residents and all Canadians
  - .2 Promote the development and dissemination of knowledge of the circumpolar regions including the Antarctic
  - .3 Strengthen Canada's leadership on Arctic issues
  - .4 Establish a hub for scientific research in the Canadian Arctic

### 1.2.2 USER DEPARTMENT'S NEED

- .1 POLAR requires the completion of hydrogeological/geotechnical investigations to assess ground issues with settlement and excessive water seepage experienced at some of the buildings at the CHARS facility. A plan for remediation and long-term monitoring is required to limit the future collection of water draining into the sump pits and mitigate potential impacts from settlements to buildings and/or associated infrastructures.

### 1.2.3 EXISTING CONDITIONS

- .1 The CHARS facility went into use in May of 2018 and is currently being used for scientific and technology research.
- .2 CHARS was constructed on a small hill, located adjacent to a small naturally occurring stream to the south and a few ponds located to the west and north. Fill was imported to the site during construction to increase the elevation of the site.
- .3 The facility consists of several buildings, including the Main Research Building (MRB), Field and Maintenance Building (FMB), two accommodation buildings and related public outdoor spaces, marshalling and storage yards, access drives and parking areas.
- .4 Substructures for the buildings in the facility generally consist of steel piles that have been socketed into the bedrock and structural floor slabs. The substructures are generally constructed of concrete, steel, and wood (Glulam Columns).
- .5 The MRB has a partial basement located on the west side of the facility. The remainder of the facility has been built over a crawlspace that has been insulated. Weeping tile has been installed around the interior and exterior of the crawlspace, and the exterior of the basement. The weeping tile system drains into one sump pit located in the basement.
- .6 During construction, water was noted to be flowing into the sump pit from the weeping tile system. Since that time, the flow from the weeping system has increased and is seasonal in nature. Recent observations have indicated that water flows into the weeping system between April and October (warm months) and can be as much as



500,000 litres per day for July and August. Based on a video in mid August 2002, the water flowing from the weeping tile system appears to be clear with little to no sediment.

- .1 It has been reported by the residents that permafrost has been melting underground around areas of the Ikaluktutiak (Cambridge Bay).
- .7 At the FMB, settlement of utility conduits and pull boxes were noted in 2019. In an investigation completed in 2021 (EXP. 2021), 46 small diameter probe holes were drilled through the structural slab in the basement to monitor the elevation of the material located below the slab. This monitoring has indicated that void spaces below the slab have formed and appear to be getting larger with time.
- .8 Geotechnical investigations in support of the original planning and design of the facility were completed over 2012 and 2013 (EXP. 2014).
- .9 As built drawing and previous geotechnical reports will be provided as part of the desktop review process.

#### 1.2.4 CHALLENGES AND CONSTRAINTS

- .1 Considering the location of the CHARS facility and the seasonal nature of the water infiltration to the sump pit, **the site investigation needs to be completed before October 31, 2022**, to ensure the ground and associated groundwater have not begun to freeze for the winter. Alternate execution plans require review and approval. The Departmental Representative reserves the right to reject any alternate execution plans.
- .2 All site visits must be arranged through the Departmental Representative.
  - .1 No fee accommodation will be provided to the consultant and any of their subcontractors at the CHARS Housing facility.
  - .2 Visits to the Work site may be affected by Provincial Public Health measures implemented because 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.
    - .1 Please note, at the time the TOR was published, the Territorial restrictions on travel have been eased much like the rest of the country, and an in-person site visit needs to be included as part of the project.
- .3 The investigation will be performed during the full operation of the facilities.
  - .1 Project scheduling may be required to avoid disruptions to the daily operation of the facilities.
- .4 Access to the site is limited to schedule sealifts or scheduled air flights.
- .5 Intrusive site investigations, if required, shall be executed with the least possible interference or disturbance to the facility and its



grounds. Unless installed with instrumentation for long-term monitoring, test hole locations shall be restored upon completion to a condition equal to or better than existed before the work. Any floor slab probe holes shall be sealed (temporarily to permit future monitoring access, or permanently if no longer required). Test pits within the CHARS compound will only be allowed if the consultant restores the site to the original condition, including compacting the granular fill to prevent future settlement. Boreholes shall be backfilled and sealed. The availability of a drill rig within the community was not confirmed at the time the TOR was published, so the consultant should make their own arrangements.

### 1.2.5 HAZARDOUS MATERIALS

Considering the facility went into operation in 2018, no hazardous materials are anticipated to be encountered during the investigation.

## 1.3 OUTLINE OF WORK

### 1.3.1 HYDROGEOLOGIC/GEOTECHNICAL INVESTIGATION

- .1 The investigation will include the following tasks:
  - .1 **Desktop Review** - Review the existing reports, building construction, as built drawings etc. to become familiar with the site and issues with the water seepage at the MRB and settlements at the FMB.
  - .2 **Hydrogeological Review/Investigation** – Complete all activities required to determine what is generating the water that is being drained by the weeping tile. This will also include a review of the site and surrounding areas, site grades, and site activities to determine if the site operation/condition may be contributing to the water generation. A thermal review of the foundation and the crawlspace should be considered to ensure there are no gaps in the insulation.
  - .3 **Geotechnical Review/Investigation** – Complete a review to the settlement occurring under the FMB slab to determine if the void space has increased and possible effects on the building and foundation. This task will also include a geotechnical review of the MRB building crawl space and CHARS site to determine if there are any additional areas of geotechnical concern that may affect the structural integrity of the buildings or associated infrastructure. This should include a review of any existing areas of settlement or cracking.
  - .4 **Field Investigation** – Complete all on-site activities required to conduct appropriate hydrogeological and geotechnical reviews of the site.
  - .5 **Report Preparation** – Prepare a report summarizing the findings of the desktop review, site visit, and field investigation(s). The report should outline mitigating measures and/or long-term monitoring that should be undertaken to address the water infiltration issues at the MRB. At least three



mitigating options should be provided with Class D cost estimates, with a recommendation for the preferred option. The report should also outline mitigating measures and/or long-term monitoring that should be undertaken to address the settlement issues at the FMB, as required. At least three mitigating options should be provided with Class D cost estimates, with a recommendation for the preferred option.

## **1.4 OBJECTIVES**

### **1.4.1 GENERAL GOALS**

- .1 The general goals of the investigation are as follows:
  - .1 Identify the source of the water entering the weeping tile system.
  - .2 Provide mitigating measure to reduce/prevent additional water entering the weeping tile system. This should include three options and Class D cost estimates for each option.
  - .3 Ensure any settlement occurring under the building will not affect the building operation.

### **1.4.2 ENVIRONMENTAL**

- .1 The field investigation should be completed in an environmentally responsible manner that does not provide any lasting environmental impacts on the site or the surrounding environment.
- .2 The project should follow all of the Public Service and Procurement Canada's Green Procurement Policies.

## **1.5 SUMMARY OF SERVICES AND SPECIALTIES**

### **1.5.1 GENERAL SERVICES**

- .1 Provide a full Consultant Team including the following specialist services:
  - .1 Professional/Registered Engineering Services:
    - .1 Civil Engineering;
    - .2 Structural Engineering;
    - .3 Geotechnical Engineering;
    - .4 Hydrogeologist;
    - .5 Cold Region and Permafrost Engineering;
    - .6 Topographic Survey.

## **1.6 SCHEDULE**

### **1.6.1 GENERAL**



## 1.6.2 ANTICIPATED MILESTONE DATES

Project Phase	Milestone Completion Date	Number of Weeks
Consultant Contract Award	October 7, 2022	
Project Kick-off meeting	October 9, 2022	1 day
Desk Top Review	October 13, 2022	2 days
Field Investigation	October 15, 2022	10 days
Project meeting to discuss findings while on site	October 21, 2022	1 day
Draft Report Preparation	December 8, 2022	6 weeks
PWGSC Quality Assurance Review	December 22, 2022	2 weeks
Final Report	January 9, 2022	2 weeks

## 1.7 COST

### 1.7.1 ESTIMATED INVESTIGATION COST

- .1 The estimated budget is \$150,000

## 1.8 EXISTING DOCUMENTATION

### 1.8.1 AVAILABLE FOR THE CONSULTANT

- .1 As-built drawings, and previous geotechnical reports will be available at project award.

### 1.8.2 DISCLAIMER

- .1 Reference information will be available in the language in which it is written.
- .2 The documentation may be unreliable and is offered, "as is" for the information of the Consultant.
- .3 The Consultant is responsible for verifying the accuracy of the information incorporated into the final design.

## 1.9 CODES, ACTS, STANDARDS, REGULATIONS

### 1.9.1 GENERAL

- .1 In addition to Provincial/Territorial and Municipal Acts, Codes, By-laws and Regulations appropriate to the area of concern, the following Codes, Acts, Standards and Guidelines are applicable to this project (in the event of a conflict between codes, the more stringent shall take precedence):
  - .1 NRC National Building Code of Canada 2020;
  - .2 NRC National Plumbing Code of Canada 2020;
  - .3 The Canada Labour Code (CLC);
  - .4 The Canada Occupational Health and Safety Regulations;
  - .5 PWGSC Mechanical Document (MD) Standards;
    - .1 The Departmental Representative will provide electronic copies on request.



- .6 PSPC Seismic Standard bulletin, 2018-03-02;
- .7 ASTM standard.
- .8 All applicable foundation and Geotechnical Standards.
- .9 Canada National Parks Acts and Parks Canada Agency Regulations, Directives and Guidelines (including the Parks Canada Agency "Green Building Directive", 2012 edition).
- .10 Follow the Government of Canada Policy on Green Procurement
- .11 Follow Public Service and Procurement Canada's Green Procurement Policy.
- .2 At the start-up meeting the Departmental Representative will provide additional codes and standards unique and not published by the Federal Government.
- .3 The Authorities Having Jurisdiction (AHJ) on this project are:
  - .1 The local municipal AHJs;
  - .2 Treasury Board of Canada Secretariat, accessed through the Departmental Representative;
  - .3 Departmental Fire Protection Coordinator as identified in the Treasury Board of Canada Secretariat Fire Protection Standard;
  - .4 User Department Fire Protection Coordinator;
  - .5 Other AHJs as defined by the User Department.
- .4 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;



## 2 REQUIRED SERVICES

### 2.1 GENERAL REQUIREMENTS

#### 2.1.1 SERVICES

- .1 Hydrogeologist review
- .2 Geotechnical review

### 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 Contract.

#### 2.2.2 FEDERAL GOVERNMENT

- .1 The federal authorities having jurisdiction over this project are:
  - .1 POLAR for functional requirements and project review.

#### 2.2.3 QUALITY ASSURANCE REVIEWS, ACCEPTANCE AND PRESENTATIONS

- .1 PWGSC Review:
  - .1 The purpose of this review is Quality Assurance;
  - .2 Submission of documents shall be in a draft/final reports.
  - .3 For the review, provide one electronic copies of the documents in a searchable pdf format.
- .2 Senior Management Acceptance:
  - .1 The project is subject to Acceptance by senior managers of PWGSC, and POLAR These authorities are responsible for final decisions on the project.
- .3 Each submission at each Project Milestone is subject to reviews by the Departmental Representative, the User Department, PWGSC Architecture and Engineering Centre of Expertise (AECOE) and other project stakeholders.
- .4 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.
- .5 At each submission:
  - .1 Review submissions to 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;
    - .1 Provide a single coordinated written response within five (5) working days of receiving review comments;
    - .2 The purpose of this review is information and awareness for PWGSC and not quality control for the Consultants. The Consultant Team must employ their own quality control program and remain fully responsible for the design and services provided.



## **2.3 HYDROGEOLOGICAL/GEOTECHNICAL SERVICE**

### **2.3.1 GENERAL**

- .1 The summary report will itemize the findings of the desktop and field investigations, as well as demonstrate the objectives of the hydrogeological and geotechnical investigations have been satisfied.
- .2 The summary report will be utilized as the benchmark to remedy excessive water going into sump pump put and monitor future water infiltration volumes from the weeping tile system, and to monitor the extent to the void creation under the building. The report will also be used to monitor the effectiveness of the proposed remedial actions.

### **2.3.2 SCOPE AND ACTIVITIES**

- .1 Participate in meetings, prepare agenda, minutes and decision logs.
- .2 Visit the project site, analyse conditions at the site and surrounding area, and document any conditions that will impact project delivery.
- .3 Review:
  - .1 Existing reports, documents and material related to the project, and all other requirements identified in this TOR;
  - .2 Information available on the existing buildings and surrounding areas including:
    - .1 Substructure (including foundations, basement, parking, etc.);
  - .3 Document any variance between provided documents and existing site conditions
- .4 Confirm:
  - .1 Project specific goals and objectives;
  - .2 All the program information and project requirements to identify any conflicts or potential additional Work and indicate the impact on project scope, schedule and costs;
  - .3 All additional information that will be required to deliver the project;
- .5 Conduct Desk-top study of existing information, including all surface and underground systems contributing water to sump, including permafrost melting, under ground streams, over ground surface water or any ditch or other storm system. Determine what further hydrological and geotechnical investigation and topographic survey are required to confirm existing conditions and to investigate possible causes and source of water flowing into sump pit and mitigation options.
- .6 Conduct Geotechnical and Hydrological Field Investigations, including any new bore holes, measurement of voids under slab in existing holes in slabs (46 holes with the exception of #27 that was drilled into the septic system), in-situ testing, Laboratory testing of materials, Topographic survey to confirm grades of surface around building (if required).



- .1 Provide location of test sites and bore holes by Northing(N), Easting(E).
- .2 Classify all soils encountered in bore holes.
- .3 Provide in situ and Laboratory test reports
- .4 Provide Hydrological and geotechnical properties of all materials.
- .7 Provide detailed analysis and conclusion listing the causes and systems contributing to this excessive flow of water into sump, and options for mitigation and long-term monitoring. Provide detailed analysis and conclusion listing the causes and systems contributing to the settlement at the FMB and options for mitigation and long-term monitoring (as applicable).
- .8 Provide a Class D Cost Estimate.
  - .1 CSC/CSI UniFormat™ 2010;
  - .2 Indicative (+/- 20%-25%), Unifomat™ Level 2 detail is required.
  - .3 Include the Basis of Estimate (BOE) – refer to Definition.

### 2.3.3 DELIVERABLES

- .1 The summary report will itemize the findings of the desktop and field investigations, as well as demonstrate the objectives of the hydrogeological and geotechnical investigations have been satisfied.
- .2 Provide one (1) electronic searchable PDF copy of the draft report and one (1) electronic searchable PDF copy of the final report.

## 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 All documents must be prepared in English.

### 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, 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.

### **3.6 MEETINGS**

#### **3.6.1 GENERAL**

- .1 The Departmental Representative will arrange meetings throughout the project, with representatives from:
  - .1 POLAR;
  - .2 PWGSC;
  - .3 The Consultant Team,
- .2 Standing agenda items shall include:
  - .1 Project Schedule;
  - .2 Cost;
  - .3 Risk;
  - .4 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, POLAR Representatives, the Consultant Team, and any other party designated by PWGSC or POLAR.
  - .3 Due to COVID-19 and the physical location of the project team, project meetings should be completed virtually where feasible.

### **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 registered engineering professionals with extensive relevant experience and who are capable of providing all required services;
    - .1 Professional registrations / 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 Accurately communicating findings, Budget, and scheduling issues to staff, sub-consultants and specialists;
  - .2 Developing and coordinating a comprehensive quality assurance process to ensure that submissions are accurate, complete and meet TOR requirements.

### **3.7.2 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.

## **3.8 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.

### **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.
  - .2 .

## **3.10 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 The use of 'bullet points' are to be avoided.
    - .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 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.

#### 4.2.3 "CANADA", "CROWN"/"HER MAJESTY"

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

#### 4.2.4 CONSULTANT

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

#### 4.2.5 CONSULTANT TEAM

- .1 The Consultant (architectural/interior design/engineering firm and Prime Consultant) and their sub-consultants including professionals and advisors with whom PWGSC has contracted to provide other services described in this TOR.

#### 4.2.6 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) – refer to Definition.

#### **4.2.7 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.

#### **4.2.8 ESTIMATED CONSTRUCTION COST**

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

#### **4.2.9 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.



#### 4.2.10 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.

#### 4.2.11 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 Consultant, in consultation with "the Owner" - PWGSC/User Department, 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, CO<sub>2</sub> 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 Personnel 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 personnel 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.

#### 4.2.12 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 Uniformat™ 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 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%.

#### 4.2.13 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.



#### 4.2.14 PROJECT MILESTONES

- .1 Pre-Design (PD)
  - .1 The Consultant Required Service includes activities such as:
    - .1 Analyse the Departmental Representative's information as may be presented at the time of Solicitation and the Project Start-up meeting; and
    - .2 Confirm, that based on the provided information, the Consultant is prepared to proceed with the Design Contract with regards to schedule, Cost Estimate, scope of Work and quality;
      - .1 Prior to proceeding with the design, the Consultant and the Departmental Representative may discuss additional services from the Consultant or Specialty Consultants,
      - .2 The TOR may pre-establish additional services, such as providing,
        - .1 OPR, and,
        - .2 Programming,
      - .3 Pre-Design documentation become the project delivery guiding documents, utilized throughout the project life cycle.
    - .2 Final Deliverable:
      - .1 Pre-Design Report.
    - .3 Progressive Deliverables, such as:
      - .1 OPR;
      - .2 Functional Program; and
      - .3 Response to PWGSC QA reviews.
  - .2 Schematic Design (SD)
    - .1 The Consultant Required Service includes activities such as:
      - .1 Based on the project criteria established during PD, facilitate and provide conceptual design related documents, as per the pre-established number of required distinction options, to facilitate a decision on the preferred and/or optimum solution to proceed to Design Development;
        - .1 Submit the analysis the different design options against the Owner's Project Requirements (OPR) and Functional Program (FP).
      - .2 Provide SD documents such as drawings, reports, and other documentation or media to illustrate general scope, scale and relationships of project components, including;
        - .1 Plan form and massing;
        - .2 Site plan and appearance of the project in relation to orientation, topography, land use and utilities;
        - .3 Preliminary selection of assemblies, systems and load calculations;





- .3 Functional Performance Testing.
  - .2 Final Deliverable:
    - .1 Design Development Report.
  - .3 Progressive Deliverables, such as:
    - .1 Updated BOD and OPR;
    - .2 Cx Plan, and;
    - .3 Response to PWGSC QA reviews.
  - .4 Construction Documentation:
    - .1 Refer to *Doing Business with PWGSC Documentation and Deliverables Manual*.
  - .5 Tender:
    - .1 The Consultant Required Service includes activities such as:
      - .1 Provide assistance and advisory services as may be necessary to the Departmental Representative in, obtaining a competitive bid and in awarding a construction contract.
    - .2 Deliverables, such as;
      - .1 Addenda;
      - .2 Written responses to questions, and
      - .3 Bid analysis and/or recommendations.
  - .6 Construction:
    - .1 The Consultant Required Services includes activities such as;
      - .1 Provide assistance and advisory contract administration services to the Departmental Representative to administer the construction contract as set out in the general conditions of the contract for construction;
        - .1 The Consultant is not an "Agent" of the Crown nor responsible for Contractor's performance.
      - .2 Act as Departmental Representative's professional advisor in interpreting the contract documents;
      - .3 Consult on the Contractor's performance, and;
      - .4 Review the construction.
    - .2 Deliverables;
      - .1 Multiple deliverables as per;
        - .1 Consultant's contract general conditions, and;
        - .2 TOR specified Deliverables.
  - .7 Close Out:
    - .1 The Consultant Required Service includes activities such as;
      - .1 Provide assistance in the use and occupancy of the facility.
      - .2 Assist and advise Departmental Representative with;
        - .1 The Contractor's performance and guarantees documentation;
        - .2 Prior to the 12 month warranty period, review defects or deficiencies observed by the Departmental Representative;



- .1 Compile items that require the Contractor's attention to complete the terms of the Contract.
- .2 Final Deliverable;
  - .1 Year End Warranty Review – defect status.
- .3 Progressive Deliverables, such as;
  - .1 Lessons learned.

#### 4.2.15 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.

#### 4.2.16 QUALITY

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

#### 4.2.17 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.

#### 4.2.18 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.

#### **4.2.19 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.

#### **4.2.20 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.

#### **4.2.21 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.



#### 4.2.22 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 Civil Engineering;
      - .1 CSA Z320 currently considers related systems outside the building footprint and therefore not included in the Standard;
    - .2 Sound Masking;
      - .1 As part of CSA Article, 5.1.3.4, Interior Space, Functional Performance Testing;
    - .3 Duct Pressure Tests and Indoor Air Quality (IAQ) Tests;
      - .1 As part of CSA Article, 5.4.3.4, Mechanical Systems, Functional Performance Testing.

#### 4.2.23 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.

#### 4.2.24 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.
  - .3 Alphanumeric designations followed by MasterFormat™ followed by the line item.

#### 4.2.25 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.

#### **4.2.26 WORK**

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

#### **4.2.27 WORK BREAKDOWN STRUCTURE (WBS)**

- .1 Integral to schedules and project execution plans.

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