

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des souissions Travaux  
publics et Services gouvernementaux Canada**  
**800 Burrard Street, 12th floor**  
**800, rue Burrard, 12e étage**  
**Vancouver, B.C.**  
**Vancouver**  
**British Colubia**  
**V6Z 2V8**  
**Bid Fax: (604) 775-9381**

**Request For a Standing Offer  
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, 12th floor  
800,rue Burrard, 12e étage  
Vancouver, B.C.  
British C

<b>Title - Sujet</b> Mechanical Engineering Services SO	
<b>Solicitation No. - N° de l'invitation</b> EZ899-131309/A	<b>Date</b> 2012-10-03
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TPV-025-6813
<b>File No. - N° de dossier</b> TPV-2-35151 (025)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-14</b>	<b>Time Zone Fuseau horaire</b> Pacific Standard Time PST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fung, Donna(TPV)	<b>Buyer Id - Id de l'acheteur</b> tpv025
<b>Telephone No. - N° de téléphone</b> (604)666-9835 ( )	<b>FAX No. - N° de FAX</b> (604)775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Various Locations, BC and the Yukon	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Telephone No. - N° de téléphone**  
**Facsimile No. - N° de télécopieur**

**Name and title of person authorized to sign on behalf of Vendor/Firm  
(type or print)**  
**Nom et titre de la personne autorisée à signer au nom du fournisseur/  
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

**Signature**

**Date**

**NOTE TO PROPONENTS:** Please use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 1210 - 800 Burrard Street  
Vancouver, BC V6Z 2V8**

Requisition No.: EZ899-131309/A  
Tender Closing Date & Time: November 14, 2012 @ 1400 PST  
Project Description: Mechanical Engineering Services RFSO

**TECHNICAL PROPOSAL**

DF

**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 1210 - 800 Burrard Street  
Vancouver, BC V6Z 2V8**

Requisition No.: EZ899-131309/A  
Tender Closing Date & Time: November 14, 2012 @ 1400 PST  
Project Description: Mechanical Engineering Services RFSO

**PRICE PROPOSAL FORM**

DF

**Request for Standing Offer**

**Various Locations, B.C. and Yukon**  
**Mechanical Engineering Services**

Requisition No: EZ899 – 131309/A  
Project No: Various

Solicitation Closing Date: November 14, 2012  
Solicitation Closing Time: 2:00 p.m. Local Time

Public Works and Government Services Canada  
Real Property Contracting  
#1210 - 800 Burrard Street  
Vancouver, B.C.  
V6Z 2V8

Address RFSO Enquiries to:

Donna Fung, Supply Specialist  
Real Property Contracting

Telephone: (604) 666-9835  
Facsimile: (604) 775-6633

**REQUEST FOR STANDING OFFER (RFSO)**

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## **SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

### **SI 1 CODE OF CONDUCT AND CERTIFICATIONS - PROPOSAL**

**Refer to section entitled Code of Conduct and Certifications - Proposal under the General Instructions to proponents.**

Proponents should provide, with their proposal or promptly thereafter, a complete list of names of all individuals who are currently directors of the Proponent. If such a list has 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 provide such a list within the required time frame will render the proposal non-responsive. Proponents must always submit the list of directors before issuance of a standing offer.

### **SI 2 SECURITY REQUIREMENTS**

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

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

Proponents desiring such sponsorship should so indicate in their covering letter with their proposal.

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

**GENERAL INSTRUCTIONS TO PROPONENTS (GI)**

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## GENERAL INSTRUCTIONS TO PROPONENTS

### Code of Conduct and Certifications - Proposal

1. Proponents must comply with the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). In addition to the [Code of Conduct for Procurement](#), proponents must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the contract.
2. Proponents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Proponent made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Proponent will be required to diligently maintain up-to-date the information herein requested. The Proponent and any of the Proponent's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
3. For the purpose of this section, business concerns, organizations and individuals are Proponent's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Proponents should provide, with their proposal or promptly thereafter, a complete list of names of all individuals who are currently directors of the Proponent. If such a list has 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 provide such a list within the required time frame will render the proposal non-responsive. Proponents must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that a Proponent provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) - PWGSC-TPSGC 229 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html> ) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the proposal being declared non-responsive.

5. The Proponent must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Proponent will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offer and any call-ups made against the Standing Offer.
6. By submitting a proposal, the Proponent certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
7. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer arising from this RFSO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives), 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52( False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or



- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - d. section 239 (False or deceptive statements) of the Income Tax Act, or
  - e. section 327 (False or deceptive statements) of the Excise Tax Act, or
  - f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Proponent must provide with its proposal a certified copy of confirming documentation from an official source.

## **GI 1 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Mechanical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of investigation and recommendation reports, as well as design and construction services for building projects in British Columbia and the Yukon. Projects will include the renovation, rehabilitation and new construction of federal general purpose office space and special use facilities.
2. Proponents shall be licensed or eligible to be licensed to practice in the province of British Columbia and the Yukon Territory. If a proponent is licensed to practise in only one of the two jurisdictions, then that proponent must be eligible and willing to be licensed in the jurisdiction in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over

the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

3. **It is PWGSC's intention to authorize up to three (3) Standing Offers, each for a period of two (2) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$3,360,000.00 (GST or HST Included).** Individual call-ups will vary, up to a maximum of \$350,000.00 (GST or HST included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will award call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and World Trade Organization - Agreement on Government Procurement (WTO-AGP).

## **GI 2 PROCUREMENT BUSINESS NUMBER**

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer.

Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **GI 3 CONTRACTING AUTHORITY**

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

Public Works and Government Services Canada  
Real Property Contracting  
641 - 800 Burrard Street  
Vancouver, B.C.  
V6Z 2V8

Attn: Donna Fung  
Telephone: (604) 666-9835  
Facsimile: (604) 775-6633  
Email: Donna.Fung@pwgsc-tpsgc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer,

its administration, and any contractual issues relating to individual call-ups.

#### **GI 4 DEPARTMENTAL REPRESENTATIVE**

1. A Departmental Representative will be identified at time of each individual Call-Up.
2. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **GI 5 QUANTITY**

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

#### **GI 6 PWGSC OBLIGATION**

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

#### **GI 7 RESPONSIVE PROPOSALS**

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

#### **GI 8 COMMUNICATIONS - SOLICITATION PERIOD**

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible.

**Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.**  
Enquiries received after that time may not be answered.

2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting

Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.

3. To ensure consistency and quality of information provided to proponents, significant enquiries received and the replies to such enquiries will be provided simultaneously to proponents to which the RFSO has been sent, without revealing the sources of the enquiries.

## **GI 9 OVERVIEW OF SELECTION PROCESS**

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by proponents through the Government Electronic Tendering Service (GETS);
  - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope" procedure, in which proponents submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.3 below;
  - c) responsive proposals are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
  - d) PWGSC may issue a standing offer to the successful proponents;
  - e) Proponents are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful proponents.

## **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at 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 GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and

time set for receipt of proposals;

- c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
  - 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 the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
  4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada 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. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
  6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
  7. Proposal documents and supporting information may be submitted in either English or French.

#### **GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS**

Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted.

Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

## **GI 12 EVALUATION OF PRICE**

The price proposal must be submitted in Canadian dollars and will be evaluated GST/HST excluded.

## **GI 13 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 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.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Proponent or as part of a joint venture Proponent, shall be proposed as a member of another Proponent's consultant team, either as a sub-consultant or specialist consultant or as part of another joint venture Proponent. Failure to comply with this limitation will result in all submissions so involved being rejected.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## **GI 14 LICENSING REQUIREMENTS**

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent\_s

consultant team and key personnel are in compliance with the requirements of paragraph 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.

## **GI 15 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.

## **GI 16 FEDERAL CONTRACTORS PROGRAM**

1. The Federal Contractors Program (FCP) requires that some firms, including a Proponent who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Proponent, or, if the Proponent is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Firms who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Firms may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees.

Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. The Proponent certifies its status with the FCP by completing the Declaration/certifications form in the Request for Standing Offer.

## **GI 17 INSURANCE REQUIREMENTS**

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law.



Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.

3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

### **GI 18 JOINT VENTURE**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. 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 standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

### **GI 19 LATE SUBMISSIONS**

Submissions delivered after the stipulated closing date and time will be returned unopened.

## **GI 20 DEFINITION OF PROPONENT AND LEGAL CAPACITY**

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

## **GI 21 DEBRIEFING**

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

## **GI 22 FINANCIAL CAPABILITY**

1. Financial Capability Requirement: The 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.
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, 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.

## **GI 23 REVISION OF PROPOSAL**

A proposal submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in GI 10 2. d).

## **GI 24 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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

## **GI 25 PROPOSAL COSTS**

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for Standing Offer.

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.

## **GI 26 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.

## **GI 27 LIMITATION OF LIABILITY**

Except as expressly and specifically permitted in this Request for Standing Offer, no Proponent or potential Proponent shall have any claim for any compensation of any kind

whatsoever in relation to this Request for Standing Offer, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

**STANDING OFFER PARTICULARS (SP)**

- SP 1 General
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

## **STANDING OFFER PARTICULARS**

### **SP 1 GENERAL**

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

### **SP 2 WITHDRAWAL/REVISION**

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

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



### **SP 3 Period of the Standing Offer**

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

### **SP 4 Call-up Limitation**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$350,000.00 (GST or HST included). The call-up limitation includes fees and all related disbursements.

### **SP 5 Call-up Procedure**

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 42% of the business for the top ranked consultant, 32% for the 2nd, 26% for the 3rd. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.
- c) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer.

If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.

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

#### **SP 6 Invoicing**

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

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

**TERMS AND CONDITIONS**

0220DA	General Conditions (GC)
0000DA	Supplementary Conditions (SC)
9998DA	Terms of Payment (TP)
9999DA	Consultant Services (CS)
2000DA	Calculation of Fees (CF)

**110220DA GENERAL CONDITIONS**

- GC 1 Definitions
- GC 2 Interpretations
- GC 3 Not applicable
- GC 4 Assignment
- GC 5 Indemnification
- GC 6 Notices
- GC 7 Suspension
- GC 8 Termination
- GC 9 Taking the Services Out of the Consultant's Hands
- GC 10 Time and Cost Records to be Kept by the Consultant
- GC 11 National or Departmental Security
- GC 12 Rights to Intellectual Property
- GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service
- GC 14 Status of Consultant
- GC 15 Declaration by Consultant
- GC 16 Insurance Requirements
- GC 17 Resolution of Disagreements
- GC 18 Amendments
- GC 19 Entire Agreement
- GC 20 Contingency Fees
- GC 21 Harassment in the Workplace
- GC 22 Taxes
- GC 23 Changes in the Consultant Team
- GC 24 Joint and Several Liability
- GC 25 Federal Contractors Program
- GC 26 International Sanctions
- GC 27 Code of Conduct and Certifications - Standing Offer and Contract

## **GC 1 Definitions**

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

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

**Canada, Crown, Her Majesty or the Government** means Her Majesty the Queen in right of Canada;

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

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

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

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

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

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

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

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

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

**Departmental Representative** means the officer or employee of *Canada* identified to the consultant in writing to perform the *Departmental Representative's* duties under each Call-Up;

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

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

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

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

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

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

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

## **GC 2 Interpretations**

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

## **GC 3 Not Applicable**

#### **GC 4 Assignment**

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

#### **GC 5 Indemnification**

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

#### **GC 6 Notices**

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

#### **GC 7 Suspension**

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.

2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, Consultant Services.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
  - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or
  - (b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.
4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

## **GC 8 Termination**

Canada may terminate any Call-up at any time in its sole discretion, and the fees paid to the *Consultant* will be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

## **GC 9 Taking the Services Out of the Consultant's Hands**

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
  - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
  - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.



2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) *days* after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

#### **GC 10 Time and Cost Records to be Kept by the Consultant**

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.

3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

#### **GC 11 National or Departmental Security**

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
  - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

#### **GC 12 Rights to Intellectual Property**

1. Definitions

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

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

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

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

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project.

Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

## 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part

thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project.

In the event that *Canada* exercises such IP Rights in another project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein.

The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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

9. *Consultant's Right to Grant Licence*

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

10. Trade Secrets and Confidential Information

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

11. *Canada Supplied Information*

- (a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise



expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.

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

## 12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*.

In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

- (b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses

all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.

- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

### **GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service**

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



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

#### **GC 14 Status of Consultant**

The Consultant is an independent contractor engaged by Canada to perform the Services. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties.

The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

#### **GC 15 Declaration by Consultant**

The *Consultant* declares that:

- (a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

#### **GC 16 Insurance Requirements**

##### **1. General**

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or

the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.

- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

## 2. Commercial General Liability

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

## 3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any adverse material changes."

## **GC 17 Resolution of Disagreements**

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
  - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars

of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;

- (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
  - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
  3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
  4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
  5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
  6. Within fourteen (14) days of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
  7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
  8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
  9. Negotiations conducted under the Standing Offer and any resulting Call-up, including

those conducted during *Mediation*, shall be without prejudice.

### **GC 18 Amendments**

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

### **GC 19 Entire Agreement**

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

### **GC 20 Contingency Fees**

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person, other than an employee of the Consultant acting in the normal course of the employee's duties.

In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Standing Offer and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

### **GC 21 Harassment in the Workplace**

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment.

A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.

2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subconsultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## **GC 22 Taxes**

1. **Municipal Taxes**  
Municipal Taxes do not apply.
2. **Provincial Taxes**
  - (a) Excepted as provided by law, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
    - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
    - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
  - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
  - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
  - (d) The Consultant is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Consultant must pay the PST on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the proposal submission date that affects the costs of the Services to the Consultant, the amount payable will be adjusted to reflect the increase or decrease in the cost to the Consultant. However, there will be no adjustment for any change that increases the cost of the Services to the Consultant if public notice of the change was given before proposal submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the contract for delivery of the Services.

4. GST or HST

All prices and amounts of money in the agreement are exclusive of GST or HST, as applicable, unless otherwise indicated. Any amount levied in respect of the GST or HST will be billed as a separate item on invoices and will be paid in addition to the amount approved for Services performed, in accordance with TP 2.2. The Consultant agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

**GC 23 Changes in the *Consultant* Team**

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;

- (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
- 3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
- 4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
- 5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

#### **GC 24 Joint and Several Liability**

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

#### **GC 25 Federal Contractors Program**

Where the *Consultant* has certified in its proposal its status with the Federal Contractors Program; the *Consultant* acknowledges that Canada has relied upon such certification to enter into a Standing Offer and/or Call-Up. Such certification may be verified in such manner as Canada may reasonably require.

The *Consultant* acknowledges that in the event of a misrepresentation, Canada shall have the right to terminate the Standing Offer and/or Call-Up.



## **GC 26 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](http://www.international.gc.ca/sanctions/index.aspx?lang=eng) (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).
2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

## **GC 27 Code of Conduct and Certifications - Standing Offer and Contract**

1. The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Consultant must also comply with the terms set out in this section.
2. The Consultant further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. If the Consultant made a false declaration in its proposal, fails to diligently maintain up to date the information herein requested, or if the Consultant or any of the Consultant's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer, such false declaration or failure to comply may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant.
3. For the purpose of this section, business concerns, organizations and individuals are Consultant's affiliates if:



- a) directly or indirectly either one controls or has the power to control the other, or
- b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Consultant must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Consultant whenever there is a change. As well, whenever requested by Canada, the Consultant must provide the corresponding Consent Forms.
5. The Consultant certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Consultant certifies that neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Consultant certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a) section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
  - b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to

- 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
- c) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
  - d) section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
  - e) section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
  - f) section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
  - g) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code* of Canada or offences under the *Financial Administration Act*, the Consultant must provide a certified copy of confirming documentation from an official source.

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**SUPPLEMENTARY CONDITIONS**

**SC 1 Supplementary Conditions**

There are no supplementary conditions.

## **9998DA TERMS OF PAYMENT**

### **TP 1 Fees**

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

### **TP 2 Payments to the Consultant**

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
  - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
  - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
  - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment

shall be made not later than thirty (30) *days* after acceptance of the corrected invoice or the required information.

5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

### **TP 3 Delayed Payment**

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

### **TP 4 Claims Against, and Obligations of, the Consultant**

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:

- (a) by a court of legal jurisdiction, or
  - (b) by an arbitrator duly appointed to arbitrate the said claim, or
  - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
- 3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
- 4. TP 4.1 shall only apply to claims and obligations
  - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) *days* of the date on which the claimant
    - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
    - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
  - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.
- 5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
- 6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
- 7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in

respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

#### **TP 5 No Payment for Errors and Omissions**

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

#### **TP 6 Payment for Changes and Revisions**

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

#### **TP 7 Extension of Time**

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

#### **TP 8 Suspension Costs**

1. During a period of suspension of the *Services* pursuant to GC 7 of clause 0220DA, General Conditions, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) *days* of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.

3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

#### **TP 9 Termination Costs**

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.
2. Within fourteen (14) *days* of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The *Consultant* must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the *Consultant* for those costs and expenses that in the opinion of *Canada* are substantiated as having been reasonably incurred after the date of termination.
4. The *Consultant* has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.

#### **TP 10 Disbursements**

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
  - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
  - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
  - (d) plotting;
  - (e) presentation material;



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

## **9999DA CONSULTANT SERVICES**

### **CS 1 Services**

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

### **CS 2 Standard of Care**

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

### **CS 3 Time Schedule**

The *Consultant* shall:

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

### **CS 4 Project Information, Decisions, Acceptances, Approvals**

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

### **CS 5 Changes in Services**

The *Consultant* shall:

- (a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and

- (b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.

## **CS 6 Codes, By-Laws, Licences, Permits**

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

## **CS 7 Provision of Staff**

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

## **CS 8 Sub-Consultants**

1. The *Consultant* shall:

- (a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
- (b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants* responsibilities; and
- (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.

2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.

3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

## **CS 9 Cost Control**

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
  - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
  - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

## **2000DA      CALCULATION OF FEES**

### **CF 1    Fee Arrangement(s) for Services**

1.    The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:
  - (a)    Fixed Fee:  
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
  - (b)    Time Based Fee to an Upset Limit:  
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.
2.    Maximum Amount(s) Payable  
The maximum amount(s) that applies (apply) to the *Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative* with the approval of Canada.

### **CF 2    Payments for Services**

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

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**STANDING OFFER BRIEF - REQUIRED SERVICES (RS)**

**RS 1 Introduction**

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

**RS 2 Scope of Services**

- RS 2.1 Required Services
  - RS 2.1.1 Investigation and Report
  - RS 2.1.2 Building Condition Report
  - RS 2.1.3 Analysis of Project Scope of Work
  - RS 2.1.4 Design Concept
  - RS 2.1.5 Design Development
  - RS 2.1.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
  - RS 2.1.7 Tender Call, Bid Evaluation and Construction Contract Award
  - RS 2.1.8 Construction and Contract Administration
  - RS 2.1.9 Post-Construction Warranty Review
  - RS 2.1.10 Commissioning

## **REQUIRED SERVICES (RS)**

### **RS 1 INTRODUCTION**

#### **RS 1.1 General Objectives**

1. The services will support the PWGSC Pacific Region - Real Property Services Branch. Individual call-ups will include one or more of the Required Services listed in RS 2 related to mechanical engineering.
2. Services must be complete and identify all major issues that will have a significant impact on the project. Services may require the engagement of sub-consultants.
3. Incorporate sustainable design principles in project solutions.
4. For all of the Required Services listed in RS 2 the *Consultant* may be required to:
  1. Attend/Chair project status meetings during the life of the project and prepare and distribute minutes in a timely fashion.
  2. Submit project progress reports.
5. When client requested changes alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.
6. Unless otherwise indicated in the Standing Offer or in the Call-Up, provide six (6) paper copies of all deliverables. In addition to the hard copies, provide specifications using Microsoft Word "doc" files. In addition to the hard copies, provide drawings in AutoCAD 2010 dwg files and Adobe pdf files.
7. All documents (drawings and specification) are to be produced in accordance with Appendix E "Doing Business" and at project delivery stage as described in each individual Call-up.
8. The schedule for the delivery of services will be determined at the time of each individual Call-up.

## **RS 1.2 Roles and Responsibilities**

### **RS 1.2.1 Departmental Representative**

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

### **RS 1.2.2 Consultant**

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

## **RS 1.3 Coordination with PWGSC**

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



## **RS 1.4 Project Response Time**

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

## **RS 2 SCOPE OF SERVICES**

### **RS 2.1 Required Services**

1. Call-ups may include any or all of the following services. Specific services will be identified in each Call-up:
  - (a) Investigation and Report.
  - (b) Systems Condition Report
  - (c) Analysis of Project Scope of Work
  - (d) Design Concept
  - (e) Design Development
  - (f) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
  - (g) Tender Call, Bid Evaluation and Construction Contract Award
  - (h) Construction and Contract Administration
  - (i) Post-Construction Warranty Review
  - (j) Commissioning
  - (k) As-built drawings
  - (l) Energy modeling
  - (m) LEED sustainable design and application
  - (n) Revit and BIM application
2. Required Mechanical Engineering Services includes, but is not limited to the following building systems:
  - (a) Heating, ventilation and air conditioning (HVAC) systems.
  - (b) Plumbing systems
  - (c) Fire protection systems
  - (d) EMCS control and electrical / pneumatic control systems
  - (e) Special mechanical systems such as air filtration, heat recover, fume hood

exhaust, medical and utility gases, compressed air and acid waste systems.

#### **RS 2.1.1 Investigation and Report**

1. Prepare the report which includes the results of site investigations and review of the project. Detail location and capacity of existing mechanical systems. Identify all deficiencies, potentials and constraints with the existing systems.
2. Prepare reports recommending alternative remedial measures for existing mechanical system deficiencies and the associated cost and schedule implications of each option.

#### **RS 2.1.2 Systems Condition Report**

1. Investigate and assess various mechanical systems including deferred maintenance; curable/incurable equipment obsolescence; design problems and deficiencies that affect the facility; including, but not limited to, compliance with the latest edition/revision of current building, fire, health, and safety standards and codes; compliance with local building by-laws; effective age and remaining economic life of the mechanical systems and equipment; and proposed/required major repairs.
2. The essential components of Systems Condition Report include:
  - (a) description of existing facility, including elemental breakdown of the systems components such as Building Code, Electrical Code and Fire Code analysis, review of applicable Standards; ASHRAE and OHS STANDARDS, federal heritage building design ( FIBRO) and federal accessibility CSA B65-04.
  - (b) description of existing conditions of all systems components;
  - (c) evaluation of the conditions of all system components;
  - (d) recommendation of what to do with the elements under consideration. Minimum three (3) options to be presented to provide alternatives for consideration;
  - (e) priority of work (mandatory, cyclical, optional);
  - (f) estimated implementation cost (Class D)

#### **RS 2.1.3 Analysis of Project Scope of Work**

1. Analyze the Project Brief and communicate any noted problems or the need for more information, clarification or direction.
2. Visit the site to perform surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.

Subject to applicable security restrictions, the Consultant will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such

documents must be returned on termination of the contract.

#### **RS 2.1.4 Design Concept**

Submit design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements;

1. Submit the design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the project requirements.
2. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project, and
3. Provide copies of all design concept documents in the type and number specified in RS 1.1.6.
4. Develop alternative solutions and adhere to the project budget.
5. Provide option analysis (with minimum of three options) complete with life cycle cost analysis.
6. Identify sustainable design strategies.
7. Check LEED score for mechanical sustainable design strategies as required.

#### **RS 2.1.5 Design Development**

After acceptance of the design concept documents, prepare and

1. Refine the approved Conceptual Design Option to a level of detail which will facilitate Class C cost estimates, design review and discussions with the Client Department. Drawings will include designs of all spaces and delineate all materials and techniques. Drawing type will include plans, elevations, sections and perspectives.
2. Submit, design development documents in sufficient detail to define the size, intent and character of the entire Project.
3. Submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan and Project Schedule.
4. Provide copies of all design development documents in addition to the electronic files specified in RS 1.1.6.
5. Provide energy modeling as needed to confirm the potential energy consumption.
6. Provide documentation for energy incentive programs offered by utility companies if required.

#### **RS 2.1.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule**

1. After acceptance of the design development documents, prepare and
  - (a) submit for review construction documents detailing the requirements for the construction of the Project at each stage of production as specified;

- (b) submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of production;
  - (c) provide copies of all construction documents submitted in type and number specified in RS 1.
  - (d) Check LEED score for mechanical design strategies as required.
- 2. Prepare a Class A Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.

#### **RS 2.1.7 Tender Call, Bid Evaluation and Construction Contract Award**

- 1. Tender Call  
In addition to the electronic MS Word and Autocadd files, provide one (1) complete hard copy set of the approved with engineer's signed and sealed working drawings on mylar or similar material, suitable for reproduction, and two (2) sets of the approved specifications, one set to be suitable for reproduction and the other set to be properly bound and covered.

On request:

- (a) provide information required for interpretation and clarification of the construction documents;
  - (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
  - (c) assist with the preparation of addenda;
  - (d) attend job or site showings as required.
- 2. Bid Evaluation and Construction Contract Award  
The Departmental Representative shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.

On request:

- (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
  - (b) provide information to support price negotiations.

#### **RS 2.1.8 Construction and Contract Administration**

- 1. Construction Schedule
  - (a) as soon as practical after the award of the Construction Contract, request from the Contractor a detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule;

- (b) monitor and report the progress of the construction;
- (c) notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays.

The *Departmental Representative* shall evaluate all requests from the Contractor for time extensions, and shall issue directions to the Contractor and the Consultant.

2. Construction Meetings

- (a) advise the Contractor to hold and attend construction meetings as required by the Construction Contract;
- (b) advise regarding the dates and times of the proposed meetings;
- (c) attend all such meetings;
- (d) maintain a record of the proceedings of such meetings and provide a copy thereof.

3. Clarification and Interpretation

Provide clarification and interpretation of the construction documents in written or graphic form, to the Contractor for the proper execution and progress of the construction as and when necessary.

4. Shop Drawings

- (a) specify in the construction documents the shop drawings that are to be submitted by the Contractor;
- (b) review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof;
- (c) provide one (1) copy when such conformity is confirmed.

5. Testing and Inspection

- (a) recommend the need for, and review, test reports of materials or construction;
- (b) recommend quality assurance testing to be undertaken during construction, evaluate the results and advise accordingly;
- (c) request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise accordingly;
- (d) specify in the construction documents product and performance testing to be undertaken by the Contractor.

6. Site Visits

- (a) make visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;

- (b) record and report on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed;
  - (c) recommend the action to be taken.
- 7. Changes to Construction Contract
  - (a) submit all requests and recommendations for changes to the Construction Contract and their implications for approval;
  - (b) obtain quotations from the Contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations.
  - (c) The *Departmental Representative* shall issue Change Orders for all approved changes.
- 8. *Contractor's Progress Claims*
  - (a) request from the Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown prior to the Contractor's first progress claim;
  - (b) examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit them for approval and processing; and
  - (c) if the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.
- 9. Interim Completion of the Project
  - (a) review the construction with the *Departmental Representative* and the *Contractor*, and record all unacceptable and incomplete work detected;
  - (b) request, review for completeness and adequacy all operation and maintenance manuals or items to be provided by the *Contractor*, in accordance with the Construction Contract;
  - (c) prepare and submit for approval and as a basis for payment to the *Contractor*, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.
- 10. As-built and Record Drawings
  - Before issuance of the Final Certificate of Completion:
    - (a) Provide three paper sets and three electronic disk sets of record drawings;
    - (b) verify that record drawings incorporate all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the *Contractor*, together with change orders and site instructions;
    - (c) verify that record drawings are labelled "Record", dated and signed by the

- Consultant*;
- (d) provide a marked-up copy of the specifications recording changes related thereto.
11. Final Completion of the Project
- (a) advise when the construction has been completed in general conformity with the Construction Contract;
  - (b) make a final review of the construction with the *Departmental Representative* and the *Contractor* and, if satisfactory, prepare and submit for approval and final payment to the *Contractor*, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturer's and supplier's warranties.
12. LEED and BOMA certification
- (a) Provided documentation for LEED and BOMA application and certification if required by projects.

#### **RS 2.1.9 Post-Construction Warranty Review**

- (a) If requested, review any defects during the *Contractor's* warranty period;
- (b) 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
- (c) At the end of any warranty period, carry out a final review of the Project and report the status of defects. If the *Departmental Representative* accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the *Contractor*.

#### **RS 2.1.10 Commissioning**

The *Consultant* shall provide the commissioning services to verify that the department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at the peak efficiencies, under all normal load conditions, and within the specified energy budget. The services shall include but not be limited to the following activities:

- (a) Provide complete documentation on the operations and maintenance requirements;
- (b) prepare Systems Operations Manual (SOM). Content of SOM and *Contractor's* Operation and Maintenance (O&M) manual shall be in accordance with Project Commissioning Manual 2000 edition;
- (c) Carry out various checks and tests to determine if the new and existing upgraded systems function in accordance with the contract documents;
- (d) Identify *Contractor* and *Sub-contractor* commissioning, performance verification (PV) and testing responsibilities;

- (e) Plan the PV activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the *Contractor* and witnessed by the *Consultant*. Maintain detailed development reports and review with the *Contractor* for special systems such as EMCS.
- (f) PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Commissioning Manager.
- (g) Prepare a training plan for the O&M staff to be trained on the operations of the new and existing upgraded systems. The training plan will recognize both short-term and long term requirements and shall employ both hard copy and visual techniques.
- (h) Provide LEED commissioning as required by LEED application and documentation.



**SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements - Checklist

## **SUBMISSION REQUIREMENTS AND EVALUATION**

### **SRE 1 GENERAL INFORMATION**

#### **1.1 Reference to the Selection Procedure**

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

#### **1.2 Submission of Proposals**

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposals", General Instructions To Proponents (GI 10).

#### **1.3 Calculation of Total Score**

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

Technical Rating x 90%	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
Max. 100 Points		

### **SRE 2 PROPOSAL REQUIREMENTS**

#### **2.1 Requirement for Proposal Format**

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

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

## **2.2 Specific Requirements for Proposal Format**

1. The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is twelve (12) pages.

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

- Covering letter
- Table of Contents
- Declaration / Certifications Form (Appendix A)
- Code of Conduct Certifications (Appendix C)
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)

*Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the 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 Declaration/Certifications Form**

Proponents must complete, sign and submit the following:

1. Appendix A, Declaration/Certifications Form as required.

#### **3.1.2 Licensing, Certification or Authorization**

The Proponent shall be licensed or eligible to be licensed to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of British Columbia and the Yukon Territory. If the Proponent is licensed to practice in only one of the two jurisdictions, then that proponent must be eligible and willing to be licensed in the jurisdiction in which they are not licensed.

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

#### **3.1.3 Code of Conduct and Certifications - Proposal**

Proponents should provide, with their proposal or promptly thereafter, a complete list of

names of all individuals who are currently directors of the Proponent. If such a list has 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 provide such a list within the required time frame will render the proposal non-responsive. Proponents must always submit the list of directors before issuance of a standing offer.

### **SRE 3.2 RATED REQUIREMENTS**

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

#### **3.2.1 Management of Services**

1. What we are looking for:  
How the team will be organized in its approach and methodology in the delivery of the Required Services.

2. What the Proponent should provide: (recommended two (2) pages)

A description of:

- a. Roles and responsibilities of key personnel who will perform the work from the individual call - ups;
- b. Assignment of the resources and availability of back-up personnel;
- c. Management and organization (reporting structure);
- d. Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
- e. Quality control techniques;
- f. Demonstration of how the team intends to meet the 'Project Response Time Requirements';
- g. Conflict resolution.
- h. Broader project goals/vision (federal stewardship/design/technical excellence, expertise).

#### **3.2.2 Past Experience**

1. What we are looking for:  
Demonstration that over at least the past five (5) years, the Proponent has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required Services (RS) section.

The firms's participation in these projects should have involved small and large renovations as well as new construction. Projects involving special characteristics, such as difficult site conditions, heritage requirements, energy modeling, BIM application, LEED application/certification or BOMA certification should be noted.

2. What the proponent should provide: (recommended four (4) pages):
  - a. A brief description of four (4) projects, (preferably of penitentiaries, laboratories, research, government offices and security facilities), each valued under \$4,000,000 in mechanical construction value and completed over the last five (5) years by the firm highlighting industry design/technical excellence and leadership;
  - b. Scope of services rendered, project objectives, constraints and deliverables;
  - c. Preferably include the names of personnel referenced in SRE sections 3.2.3 & 3.2.4 who were involved and their respective responsibilities;
  - d. Indicate the mechanical construction budget (initial and final costs) and explaining reasons for variance for the listed projects;
  - e. Indicate the completion dates for the listed projects;
  - f. Client references - name, address, phone and e-mail of client contact at working level. Reference checks may be completed if deemed necessary.

### **3.2.3 Senior Personnel Expertise and Experience**

1. What we are looking for:  
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. What the Proponent should provide: (recommended one (1) page per senior personnel):
  - a. Submit a maximum of two (2) c.v.'s of senior personnel with examples of industry design / technical excellence and leadership.
  - b. Indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section;
  - c. Identify the number of years with the firm;
  - d. Professional accreditation.
  - e. List of related project experience with role and responsibility.
  - f. List of accomplishments, achievements and awards.

### **3.2.4 Project Personnel Expertise and Experience**

1. What we are looking for:  
A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. What the Proponent should provide: (recommended one (1) page per project personnel):
  - a. Submit a maximum of four (4) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups with examples of industry design / technical excellence and leadership;
  - b. Indicate the years of experience which each of the project personnel has in the

- provision of the services specified in the Required Services (RS) section;
- c. Identify the number of years with the firm;
- d. Professional accreditation;
- e. List of related project experience with role and responsibility;
- f. List of accomplishments, achievements and awards.

### **3.2.5 Proposal Format and Presentation**

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

### **3.3 EVALUATION AND RATING**

1. Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request For Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board.

In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

<b>Criterion</b>	<b>Weight Factor</b>	<b>Rating</b>	<b>Weighted Rating</b>
Management of Services	1.5	0 - 10	0 - 15
Past Experience	3.0	0 - 10	0 - 30
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	3.0	0 - 10	0 - 30
Format and Presentation	1.0	0 - 10	0 - 10
<b>Total</b>	<b>10</b>		<b>100</b>

### **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:

<b>NON RESPONSIVE</b>	<b>INADEQUATE</b>	<b>WEAK</b>	<b>ADEQUATE</b>	<b>FULLY SATISFACTORY</b>	<b>STRONG</b>
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 expert understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent does not have minimum qualifications and experience	Proponent has minimum 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 all 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 project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents must achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

#### **SRE 4 PRICE OF SERVICES**

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened 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 will receive no further consideration.

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100
2. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
3. 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 5 TOTAL SCORE**

Total Scores will be established in accordance with the following:

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

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



## **SRE 6 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 "Submission of Proposals", General Instructions to Proponents (GI 10).

- ☐ Declaration/Certifications Form
  - completed and signed form provided in Appendix A
- ☐ Code of Conduct and Certifications/Proposal
  - list of directors
- ☐ Proposal
  - 1 original + 5 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

- ☐ Price Proposal form
  - one (1) completed and submitted in a separate envelope

# **APPENDIX A**

## **Declaration / Certifications Form**

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**Declaration / Certifications Form (page 1 of 5)**

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**Name of Proponent:**

**Street Address:**

**Mailing Address** (if different than street address):

**City:**

**City:**

**Prov./Terr./State:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(       )

**Fax Number:** (       )

**E-Mail:**

**Procurement Business Number:**

---

**Type of Organization**

**Size of Organization**

\_\_\_ Sole Proprietorship

Number of Employees \_\_\_\_\_

\_\_\_ Partnership

Graduate Architects/  
Prof. Engineers \_\_\_\_\_

\_\_\_ Corporation

Other Professionals \_\_\_\_\_

\_\_\_ Joint Venture

Technical Support \_\_\_\_\_

Other \_\_\_\_\_

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**Declaration / Certifications Form (page 2 of 5)**

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**Federal Contractors Program (FCP) - Certification**

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) (    ) is not subject to the FCP, having a workforce of less than 100 full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) (    ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44 (<http://laws.justice.gc.ca/en/E-5.401/index.html>);
- (c) (    ) is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) (    ) is subject to the FCP, and has a valid certificate number as follows:  
\_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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**Declaration / Certifications Form (page 3 of 5)**

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**Former Public Servant (FPS) - Certification**

Contracts with 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 with FPS, proponents must provide the information required below.

**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, in the context of the fee abatement formula, 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 to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

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**Declaration / Certifications Form (page 4 of 5)**

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**Former Public Servant in Receipt of a Pension**

Is the Proponent a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Proponent must provide the following information:

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

**Work Force Reduction Program**

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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a proposal, the Proponent certifies that the information submitted by the Proponent in response to the above requirements is accurate and complete.

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**Declaration / Certifications Form (page 5 of 5)**

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**Name of Proponent:**

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**This Declaration forms part of the offer.**

Education, Professional Accreditation and Experience:

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

**DECLARATION:**

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

Name (print): \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Fax Number: (        ) \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

## **APPENDIX B**

### **Price Proposal Form**



## **APPENDIX B - PRICE PROPOSAL**

### **INSTRUCTIONS**

1. Complete price proposal form and submit in a **separate sealed envelope**, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of Vancouver or Victoria are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy.
7. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

**Appendix B - PRICE PROPOSAL**

Name of Proponent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or Principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

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

.....  
signature

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signature

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capacity

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capacity

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signature

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signature

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capacity

.....  
capacity

**END OF PRICE PROPOSAL FORM**

## **APPENDIX C**

### **Bidders Board of Directors**

Adresse de courriel /E-mail Address:	
Direction générale /Branch: DIRECTION GÉNÉRALE DES APPROVISIONNEMENTS/ACQUISITIONS BRANCH	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier	
Adresse du fournisseur / Supplier Address	
NEA du fournisseur / Supplier PBN	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres/ Additional Directors:	
Commentaires supplémentaires / Additional Comments:	

## **APPENDIX D**

# **Consent To A Criminal Record Verification Form**

PWGSC-TPSGC Form 229

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>)

# **APPENDIX E**

## **Doing Business**

**(bound separately)**