

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8
Bid Fax: (604) 775-7526**

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Seismic - Emergency Mgmt Specialist	
Solicitation No. - N° de l'invitation EZ899-131467/A	Date 2012-10-23
Client Reference No. - N° de référence du client 201231467	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-792-6829	
File No. - N° de dossier VAN-2-35224 (792)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-08	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Goyette, Jean-Francois	Buyer Id - Id de l'acheteur van792
Telephone No. - N° de téléphone (604) 775-7637 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 641-800 BURRARD ST VANCOUVER British Columbia V6Z2V8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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, BC V6Z 2V8

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The statement of Work is described in Annex A, Statement of Work.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-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 bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder 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 Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following criteria are mandatory and Bidders must clearly demonstrate in their Technical Bid that the proposed resource (s) meet the following criteria:

1. The Bidder must have recent experience in performing Emergency Management Specialist work of a similar nature and similar scope to the services described herein.

1.1.2 Point Rated Technical Criteria

The following criteria will be used in evaluating the Technical Bids that meet the Mandatory Criteria indicated above. In order to be considered for contract award the Technical Bid must score a minimum of 70% of the points available in each of the Criteria A, B & C below and 70% of the overall points available.

Bids which fail to do this will be declared non-responsive and not considered for award.

Point - Rated Evaluation Criteria Requirements			
A-Conceptual Design (Maximum Points 50 - Minimum Points 35)	0-9 points	10-34 points	35-50 points
1. Suitability of the Bidders proposal in accordance with the Statement of Work. The proposed plan to deliver an Integrated Seismic Response Guideline for PWGSC Pacific Region (i.e., aligns with the exiting Departmental Policy , Federal Emergency Response Plan, and fits in Federal government context.)	No plan/design or weak plan/proposal	Thorough work plan/design to meet the requirements	Superior work plan/design proposal that meet sthe requirements
B-Engagement (Maximum points 30 - Minimum Points 21)	0-4 points	5-7 points	8-10 points
2. Suitability of the Bidder's proposed approach to engaging stakeholders in the Region's Strategy of Seismic response focus (i.e. inclusive, collaborative, engaging, two-way, organizationally representative, operationally sound, fits with the workplace culture. - 10 points	No plan or weak approach and methods	Thorough plan and adequate approach and methods	Superior plan and superior approach and methods
3. Evidence of the Bidder's ability to build and encourage innovation in a large organizational context (i.e. promote creative approaches to strategic and/or daily operations, proactively leveraging technology,) - 10 points	Not addressed or inadequately demonstrated	Adequately demonstrated	Clearly demonstrated
4. Evidence of the Bidder's ability and experience in organizational culture through skilled and/or certified use of a variety of assessment and engagement tools. - 10 points	Not addressed or inadequately demonstrated	Adequately demonstrated	Clearly demonstrated
C-Related Experience (Maximum points 20 Minimum Points 14)	0-4 points	5-7 points	8-10 points
5. Appropriateness of the Bidder's experience in delivering/facilitating/implementing similar projects, reports and strategies. (i.e. breadth of experience, similar scope and size) - 10 points	Not adequately addressed or not related	Adequately demonstrated and generally related	Clearly demonstrated and very related
6. Evidence of the Bidder's recent, within the last 3 years, experience performing in a similar capacity with government entities , or businesses of a similar scope - 10 points	Not adequately addressed or not related	Adequately demonstrated and generally related	Clearly demonstrated and very related
Grand Total	100 Points (minimum 70 points required)		

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

For the purposes of Evaluation, the Lowest Evaluated Price will be determined based on the sum of [the Total Estimated Cost] plus [150 (hours) multiplied by the sum of the hourly rates bid for the option period of the contract] using the rates provided in section 6.1 Basis of Payment.

2. Basis of Selection

2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for each criterion for the technical evaluation.
2. Bids not meeting (a), (b), and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification

made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder 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 bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers 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.

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

The Bidder 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;

- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/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;
- d. () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant 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, bidders 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 payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **Yes () No ()**

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder 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 bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2.3 Canadian Content Certification

2.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

2.4 Status and Availability of Resources

2.4.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

2.5 Education and Experience

Solicitation No. - N° de l'invitation

EZ899-131467/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van792

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

201231467

File No. - N° du dossier

VAN-2-35224

CCC No./N° CCC - FMS No/ N° VME

2.5.1 *SACC Manual* clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The statement of Work is described in Annex A, Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2012-07-16), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 31 - Code of Conduct and Certifications - Contract of 2010B referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is for one-year from the date of Contract Award.

4.2 Delivery Date

All the deliverables must be received in accordance with the Milestones detailed in Annex A.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the Contract by up to one (1) additional one-year period.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise the option period, at any time, by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean-François Goyette
Supply Officer
Public Works & Government Services Canada
Acquisitions Branch, Pacific Region
641-800 Burrard Street
Vancouver, BC V6Z 2V8

Telephone : 604-775-7637
Facsimile: 604-775-7526
E-mail address: jean-francois.goyette@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at Contract Award)

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

5.3 Contractor's Representative

(To be inserted at Contract Award)

6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Category	Name (if applicable)	Firm Hourly Rate	Total hours for the Work described in the Statement of Work	Total Estimated Price (firm hourly rate times total hours)
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____

Total Estimated Cost: \$ _____

Option to Extend the Contract

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Category	Name (if applicable)	Firm Hourly Rate
_____	_____	\$ _____
_____	_____	\$ _____

Hourly rates include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software], word processing, reports, photocopying, courier and telephone charges, local travel and the like) are included in the hourly rates identified above, and will not be permitted as direct charges under any resulting Call-up. Time worked which is more or less than an hour must be prorated to reflect actual time worked.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ ***(to be completed at Contract Award)*** . Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7. Invoicing Instructions

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

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - c. a copy of the milestone progress report.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section

entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information
- (c) the general conditions 2010B (2012-07-16) General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) the Contractor's bid dated _____.

ANNEX A STATEMENT OF WORK

Background

The Government of Canada has identified Public Safety Canada (PSC) as the lead department responsible for the coordination of the federal response to emergencies. Emergency Management is a core responsibility of the Government of Canada and a collective responsibility of all federal government institutions. As a common service agency for the Government of Canada's various departments, PWGSC is best positioned to for building damage assessment due to its expertise and capacity under within its Professional and Technical Services division.

The current PWGSC Departmental Policy (see reference documents herein) on emergency preparedness has not identified a coordinated building damage assessment plan or integrated management of damage assessment activities between PSC and PWGSC.

Requirement

Public Works and Government Services Canada (PWGSC), Pacific Region, requires the services of an Emergency Management Specialist with detailed knowledge of building damage assessment programs to develop an Integrated Seismic Response Guideline in support of a federal building damage assessment and inspection program.

A road map is needed to prioritize, coordinate and optimize damage assessments and inspections for federal accommodation facilities following a significant seismic event (magnitude 5 and larger in BC). For smaller seismic events, PWGSC's internal safety committee has established a procedure for emergency response.

PWGSC requires the establishment of a standardized building damage assessment procedure inclusive of a collaboration effort (post seismic) to be established between federal, provincial and municipal governments.

In addition, PWGSC requires a standardized damage assessment framework which can be adopted, communicated, trained to and exercised for all federal departments.

Scope of Work

The Contractor must:

1. Review existing information related to PWGSC's organizational structure and map out the emergency response relationship within PWGSC and between PWGSC and PSC for the federal building damage assessment;
2. Organize a Post-disaster Recovery Forum (1 day in Vancouver) with PWGSC internal working group (20 people max) to help identify issues and develop strategies for post disaster recovery;
3. Develop an integrated seismic response plan for PWGSC that conforms to the Federal Emergency Response Plan (FERP) within the Province of British Columbia;
4. Produce an operating structure outlining key emergency responsibilities to be taken by PWGSC Regional staff following a significant earthquake event (excluding tsunami) and Identify lead positions with role descriptions for the emergency response within PWGSC organization;
5. Identify a standardized damage assessment procedure to be adopted by PWGSC Pacific Region. The building damage assessment outlined in the guideline is intended to be activated

immediately after a significant seismic event where large numbers of buildings are potentially unsafe;

6. Identify a preliminary inventory of operational damage assessment tools and human resources. (ie: damage assessor kits, assessment forms and standardized summary reports, as well as identifying PWGSC staff for leadership roles including creating a list of available staff for assignment as damage assessors).

Initial Contract Deliverables

In accordance with the Scope of Work detailed above, the Contractor must provide the following deliverables:

1. A completed, applicable and functional organizational structure for PWGSC Pacific Region to provide building damage assessment responses in the case of significant seismic events.
2. A completed one-day Post-disaster Recovery Forum;
3. A completed, detailed, and functional Integrated Seismic Response Guideline for a Federal Building Damage Assessment and inspection program that conforms to FERP. The guideline will have a primary focus for use within Federal departments but with maximum flexibility for potential use, development or integration by other stakeholders (e.g. local authorities, provincial ministries and crown agencies).
4. A completed seismic emergency communication protocol which describes the management process for communicating within the response team and communicating to senior PWGSC Management, to external responders (OGD, provincial .etc) and to the public.
5. A completed, applicable and functional standardized damage assessment procedure.

Location of Work

Location of the design and preparation work for the Deliverables is at the Contractor's discretion, so long as it meets the deliverables deadlines defined in the Milestones above.

Meetings and consultations with the Technical Authority during the preparation of work will take place at or near the PWGSC Pacific Vancouver office, 800 Burrard Street in downtown Vancouver.

No travel will be authorized or paid for work performed within 100 Km of Downtown Vancouver.

Milestones

The Contractor must complete the above deliverables within 12 months.

Milestone 1 - 33% of the total work must be completed within 6 weeks.

Milestone 2 - The one day forum will be delivered between Milestone 1 (33% completion) and (66% completion)

Milestone 3 – 66% of the total work must be completed within 16 weeks

Milestone 4 – 95% of the total work must be completed within 22 weeks

Milestone 5 – A 100% review submission is to be completed within 24 weeks to allow for 6 months for approval in principal and acceptance by PWGSC management (PWGSC-RPS Regional Director, Regional PWGSC-AES Resource Manager and Regional PWGSC Discipline Manager).

PWGSC Responsibilities

1. PWGSC management will identify all stakeholders for the response plan which includes service providers for the accommodation facilities.
2. PWGSC will be responsible for identifying the location and booking the facilities for the one-day forum.

Reference Documents

PWGSC – Departmental Policy 001- The Departmental Emergency Book DEB
source.tpsgc-pwgsc.gc.ca/shsep/emerp/dep/chapters/chapter-5-e.html

FERP- Federal Emergency Response Plan

[Http://www.publicsafety.gc.ca/prg/em/ferp-eng.aspx](http://www.publicsafety.gc.ca/prg/em/ferp-eng.aspx)

ATC-20 – Applied Technology Council- Rapid Damage Assessment Manual

www.atcouncil.org/downloads/atc-20-download.html

Optional Services

It is possible that additional work, requiring the expertise of the Contractor, including efforts to identify and detail inventory for damage assessment tools, developing, implementing and delivering training on the Federal Building Damage Assessment protocol and inspection program and providing additional building information may result subsequent to the award of this contract.

The Contractor grants to Canada the irrevocable option to extend the Contract by up to one (1) additional one-year period for the continuation of services.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise the option period, at any time, by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Solicitation No. - N° de l'invitation

EZ899-131467/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van792

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

201231467

File No. - N° du dossier

VAN-2-35224

CCC No./N° CCC - FMS No/ N° VME

ANNEX B
CLAIM FOR PROGRESS PAYMENT - PWGSC-TPSGC FORM 1111



*If necessary, use form PWGSC-TPSGC 1112 to record detail costs
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés*

Total Amount of Claim (including GST/HST included)
Montant total de la demande (TPS/TVH incluse)

PWGSC-TPSGC 1111 (05/2011)

Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature - Signature de l'entrepreneur

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Client Signature du client

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

ATTESTATION DE L'ENTREPRENEUR

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

Autorité scientifique ou responsable du projet / de l'inspection : J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Title - Titre

Date

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date