

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
T.P.S.G.C./P.W.G.S.C.
Place Bonaventure, portail Sud-Est
800 rue de La Gauchetière Ouest
Place Bonaventure, South-East Port
800 de la Gauchetière Street West
Montréal
Montréal
(Québec)
H5A 1L6

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 NBSLC Owner's Engineer	
Solicitation No. - N° de l'invitation QA002-142712/A	Date 2014-10-21
Client Reference No. - N° de référence du client QA002-14-2712	
GETS Reference No. - N° de référence de SEAG PW-\$MTP-350-12947	
File No. - N° de dossier MTP-4-37190 (350)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-02	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Arcand, Geneviève	Buyer Id - Id de l'acheteur mtp350
Telephone No. - N° de téléphone (514) 496-3873 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: BUREAU DE L'INFRASTRUCTURE DU CANADA 330 SPARKS STREET PLACE DE VILLE,TWR C, 19TH FLOOR (AHB) OTTAWA ONTARIO K1A0N8 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

Équipe NPSL/NBSL Team
Place Bonaventure, portail Sud-Est
800 rue de La Gauchetière Ouest
Place Bonaventure, South-East Port
800 de la Gauchetière Street West
Montréal
Montréal
Quebec
H5A 1L6

Delivery Required - Livraison exigée	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

Solicitation No. - N° de l'invitation

QA002-142712/A

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

QA002-14-2712

Amd. No. - N° de la modif.

File No. - N° du dossier

MTP-4-37190

Buyer ID - Id de l'acheteur

mtp350

CCC No./N° CCC - FMS No/ N° VME

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**Services of Owner's Engineer
New Bridge for the St. Lawrence Corridor
Project # 7014**

THIS PROCUREMENT CONTAINS

- **A SECURITY REQUIREMENT AND**
- **PARTICULAR PROVISIONS REGARDING CONFLICT OF INTEREST**

REQUEST FOR PROPOSAL (RFP)

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QA002-142712/A
Client Ref No. – N° de réf. du client
Project # 7014

Amd. No. – N° de la modif.
File No. – N° du dossier
MTP-4-37184

Buyer ID – id de l'acheteur
mtp 350

Annex A – Terms of Reference

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI1 INTRODUCTION

1. On October 5, 2011, the Government of Canada announced that the Champlain Bridge spanning the St. Lawrence River in Montreal would be replaced by a new crossing and a modernized corridor that would reinforce this link as a premier gateway into the City of Montreal. The NBSLC Project, already well underway, is one of the largest infrastructure projects in North America. Through a public-private partnership (PPP), the Government of Canada will ensure the safety of users, facilitate the flow of people and goods and provide a significant federal legacy that will contribute to the economic prosperity of the neighbouring communities, Montreal and Canada as a whole.
2. The services of an Owner's Engineer (OE) are required during the design, construction and part of the operational phase of the NBSLC Project. Reporting solely to Canada, the OE will be called upon to provide technical advice on issues related to the project as well as third party issues such as those relating to utilities and other government entities. The OE will provide oversight on project activities and will verify compliance, quality and impartiality of the IE's work (details below). The OE may also be called upon to participate in the evaluation of the technical proposals received from the three shortlisted proponents participating in the PPP NBSLC Request for Proposals (RFP). The OE contract will be for a period of approximately seven years with options for Canada to extend the contract by three one-year periods. Contract award is anticipated for January 2015.
3. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the services of the Owner's Engineer as set out in this Request for Proposal (RFP).
4. This is a single phase selection process. The strict time frames to implement this project do not allow sufficient time to conduct the usual two phases selection process.
5. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant Agreement.

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

2. The following are the proposal documents:
 - (a) Supplementary Instructions to Proponents (SI);
R1410T (2014-09-25), General Instructions (GI) – Architectural and/or Engineering Services – Request for Proposal;
Submission Requirements and Evaluation (SRE);

-
- (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
 - (c) Terms of Reference;
 - (d) the Security Requirements Check List (SRCL);
 - (f) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
 - (g) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

SI3 AMENDMENT TO THE GENERAL INSTRUCTIONS TO PROPONENTS

The R1410T (2014-09-25), General Instructions to Proponents (GI) are amended as follows:
(a) Delete : IG3, section 3.2.3 à 3.2.6

SI4 BID SOLICITATIONS DISTRIBUTION

Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, **Canada will not be sending notifications. Canada will post all amendments using GETS.** It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

SI5 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to QueMontrealNPSL.QueMontrealNBSL@pwgsc-tpsgc.gc.ca

Mrs Geneviève Arcand
Supply Team Leader
Telephone : 514 496-3873
Fax : 514 496-3822

Mrs Naoual Guérinik
Supply Specialist
Telephone : 514 496-3409
Fax : 514 496-3822

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 Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

SI6 BIDDER'S CONFERENCE

A bidders' conference will be held via Webex on Thursday October 30th, 2014. It will be held in English at 1:30 p.m. after the French session at 9:30 a.m.

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference. It is recommended that bidders who intend to submit a bid attend the conference via Webex.

Bidders are requested to communicate with either one of the individual identified in SI5 above to receive the Webex coordinates. Bidders should also provide, in writing, to the Agreement Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than Monday October 27, 2014.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

SI7 INELIGIBLE PARTIES

Canada maintains all of its discretion under the Standard Acquisition Clauses and Conditions clauses, and these presents do not constitute any renunciation to the applicability of same, however a bidder will not be declared to have an unfair advantage or in conflict of interest in this procurement, on the basis of past and current services provided on the Project.

1. As a result of their involvement in the competitive selection process for the Project, the parties named below, (the "Ineligible Parties") their employees, and any of their subcontractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Parties (each an Ineligible Parties's Affiliate) are subject to the provisions of RFP R1410T – GI25 "Conflict of Interest – Unfair Advantage" and are not eligible to participate as a Proponent or Advisor to the Proponent.
2. The following are Ineligible Parties for this RFP Process:
 1. Acciona Concessions Canada Inc.
 2. Acciona Infrastructure Canada Inc.
 3. ACS Infrastructure Canada Inc.
 4. Aecon Concession, a division of Aecon Construction Group Inc.
 5. Alliance Saint-Laurent
 6. Buckland & Taylor, Ltd.
 7. Construction Kiewit Cie
 8. Dessau Inc.
 9. DIF Infra 3 Canada Ltd.
 10. Dragados Canada, Inc.
 11. Flatiron Construction Canada Limited
 12. Groupe Signature sur le Saint-Laurent
 13. Hatch Mott MacDonald Ltd
 14. HOCHTIEF PPP Solutions North America, Inc.
 15. International Bridge Technologies Canada Inc.

16. Kiewit Canada Development Corp.
17. Macquarie Capital Group Limited
18. Mainroad Holdings Ltd.
19. MMM Group Limited
20. OHL Construction Canada Inc.
21. OHL Infrastructure, Inc.
22. Parsons Brinckerhoff Halsall, Inc.
23. Partenariat Nouveau Pont Saint-Laurent
24. Ramboll Denmark A/S
25. Samsung E&C America Inc.
26. Skanska Canadian Construction Services Inc.
27. Skanska Infrastructure Development Inc.
28. SNC-Lavalin Capital Inc.
29. SNC-Lavalin Inc.
30. SNC-Lavalin Major Projects Inc.
31. TY Lin International
32. WSP Canada Inc.

Additional persons, firms, or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

Without limiting article SI2 2 (a), neither Canada nor any of its employees, advisors or representatives is liable to any Proponent for any claims, whether for preparation costs of its Proposal, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Ineligible Parties in any Proposal.

3. Use or Inclusion of Ineligible Parties

Each Proponent is responsible for ensuring that neither the Proponent nor any member of the Proponent Team or any of their respective Representatives uses, consults or seeks advice from any Ineligible Party or any employee or Representative of an Ineligible Party, or includes any Ineligible Party in the Proponent.

Canada may, at its discretion, disqualify a Proponent or impose such conditions on the Proponent's continued participation in this RFP process as Canada may consider to be in the public interest or otherwise appropriate, if the Proponent uses or includes an Ineligible Party:

(a) to advise or otherwise assist the Proponent in connection with the Proponent's participation in this RFP process, including in connection with the Proponent's preparation of its Proposal; or

(b) as an employee, advisor or consultant to the Proponent.

4. Request for Advance Rulings Regarding Conflicts of Interest and Integrity Provisions

Canada has established the NBSL Relationship Review and Conflict of Interest Committee (the "Review Committee") with the mandate of assessing and making recommendations to Canada regarding the relationship between and among individuals who are involved in the Project, including the Proponent, or any of their respective Representatives during this RFP process.

A Proponent or a prospective member or Representative of a Proponent who has any concerns regarding whether a current or prospective Representative or member of the Proponent is or may be an Ineligible Party or in a situation of a real or apparent conflict of interest, or is or may not comply with the Integrity Provisions, is encouraged to request an advance ruling on the matter in accordance with this section.

To request an advance ruling, the Proponent Contact Person may submit to the Canada Contact Person, at any time during this RFP process but no less than ten (10) days prior to the Closing Time a completed Disclosure Form as set forth in Annex F.

Where applicable, the Proponent should include sufficient information and documentation to demonstrate that appropriate measures have been or will be implemented to mitigate, minimize or eliminate the actual or potential conflict of interest or unfair advantage, as applicable.

All requests for advance rulings will be submitted to the Review Committee for their review and assessment and, will be treated in confidence. Any recommendation made by the Review Committee will be limited to the facts and circumstances as presented to the Review Committee, and will not be interpreted to apply to new facts or circumstances that may arise or become available.

Without limiting the extent of Canada's rights as may otherwise be set forth in this RFP, Canada may, in response to any request for an advance ruling or pursuant thereto, at its discretion (i) require that additional information and documentation regarding the matter be submitted to it at any time, including following any assessment and recommendation made by the Review Committee as contemplated by the preceding paragraph and (ii) that such additional measures as Canada may require be implemented by the current or prospective member of the Proponent or Representative of the Proponent in connection with the matter.

S18 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP). The Agreement on Internal Trade does not apply because engineering services are specifically excluded.

S19 CERTIFICATIONS

1. Integrity Provisions - Associated Information

By submitting a proposal, the Proponent certifies that the Proponent and its Affiliates are in compliance with the provisions as stated in Section G11 Integrity Provisions - Proposal of R1410T (2014-09-25) General Instructions (GI) – Architectural and/or Engineering Services – Request for Proposal. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

2. Federal Contractors Program for Employment Equity - Proposal Certification

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

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

The Proponent must provide the Agreement Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Annex H - Declaration/Certifications Form), before Agreement award. If the Proponent is a Joint Venture, the Proponent must provide the Agreement Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI10 SECURITY REQUIREMENT

1. Before award of the Agreement the following conditions must be met:
 - (a) the Proponent must hold a valid organization security clearance as indicated in Supplementary Conditions SC1;
 - (b) the Proponent's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Supplementary Conditions SC1;
 - (c) the Proponent must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. The Proponents are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Proponent to obtain the required clearance will be at the entire discretion of the Agreement Authority.
3. For additional information on security requirements, proponents should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

SI11 SUPPLEMENTARY INSURANCE

This procurement contains a Supplementary Insurance Requirement described in the Supplementary Conditions.

SI12 - FAIRNESS MONITOR

Canada has engaged Samson & Associates as Fairness Monitor to monitor this Request for Proposal.

SI13 - WEBSITES

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

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

Federal Contractors Program (FCP)
http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml

Certificate of Commitment to Implement Employment Equity form LAB 1168
<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Code of Conduct for Procurement
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Consent to a Criminal Record Verification (PWGSC-TPSGC 229 form)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

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

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

Supplier Registration Information
<https://srisupplier.contractsCanada.gc.ca>

Consultant Performance Evaluation Report Form
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian economic sanctions
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

National Joint Council (NJC) Travel Directive
<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

RESULTING AGREEMENT CLAUSES

TERMS, CONDITIONS AND CLAUSES

AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:
 - (a) the Front Page and this Agreement clause;
 - (b) the General Terms, Conditions and Clauses, as amended, identified as:
 - R1210D (2014-09-25), General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
 - R1215D (2014-06-26), General Condition (GC) 2 - Administration of the Contract
 - R1220D (2011-05-16), General Condition (GC) 3 - Consultant Services
 - R1225D (2012-07-16), General Condition (GC) 4 - Intellectual Property
 - R1230D (2012-07-16), General Condition (GC) 5 - Terms of Payment
 - R1235D (2011-05-16), General Condition (GC) 6 - Changes
 - R1240D (2011-05-16), General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
 - R1245D (2012-07-16), General Condition (GC) 8 - Dispute ResolutionSupplementary Conditions
 - (c) Terms of Reference; Price Table; Non-disclosure Certification
 - (d) the signed TA agreement (including all of its annexes, if any);
 - (e) the Security Requirements Check List (SRCL);
 - (f) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
 - (g) the proposal, the Declaration/Certifications Form, and the Price Proposal Form.

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

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - (a) Any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
 - (b) Any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
 - (c) This Agreement clause;
 - (d) Supplementary Conditions;
 - (e) General Terms, Conditions and Clauses;
 - (f) Terms of Reference;
 - (g) The document entitled "Security Requirement Check List";

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- (h) Non-disclosure Certification; and
 - (i) The proposal.
 - (j) The signed TA agreement (including all of its annexes, if any);

SUPPLEMENTARY CONDITIONS (SC)

SC1 SECURITY REQUIREMENT

The following security requirement (SRCL and related clauses) applies and form part of the Agreement.

1. The Consultant must, at all times during the performance of the Agreement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Consultant personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Consultant personnel required by this Agreement has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Consultant personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Consultant **MUST NOT** remove any PROTECTED information or assets from the identified work site(s) and the Consultant must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Consultant must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - (b) Industrial Security Manual (Latest Edition).

SC2 AGREEMENT TERM

1. The period of the Agreement is from date of Agreement entry to December 31st, 2021.
2. **Option to Extend the Agreement**

The Consultant grants to Canada the irrevocable option to extend the term of the Agreement by up to three (3) additional one-year period(s) under the same conditions. The Consultant agrees that, during the extended period of the Agreement, it will be paid in accordance with the applicable provisions as set out in Price Table C2 of the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days before the expiry date of the Agreement. The option may only be exercised by the Agreement Authority, and will be evidenced for administrative purposes only, through an Agreement amendment.
3. **Adjustment of Agreement cost**

At the time of the exercise of each option, the rates in the Basis of Payment will be increased or decreased, by multiplying the rates by the percentage change in the Consumer Price Index (CPI) as published in Statistics Canada in <http://www.statcan.gc.ca> on its Home Page, for the most

recent average CPI of the twelve (12) month period preceding the date of exercise of the said option.

SC3 OPTIONAL SERVICES

The following Optional Services are not part of the current Agreement. At the entire and absolute discretion of Canada, the following Optional Services could be requested from the Consultant and if so, negotiated as an amendment (modification) to this Agreement. The services of the Consultant may also be requested by Canada for further design and specifications for the New Bridge for the St-Lawrence Corridor Project:

- a) Provide the services of a Senior Architect, during the Detailed Design Development and Construction Phases
- b) Provide technical support to Canada to develop strategies for the demolition of the existing Champlain Bridge in proximity to the New Bridge for the St. Lawrence.
- c) Provide services to Canada to assist in the coordination and monitoring of work related to the potential implementation of a Light Rail Transit system (LRT) by the Agence Metropolitaine de Transport (AMT) on the central corridor of the NBSL.
- d) Any such other services related to the NBSLC that Canada may request.

The Agreement Authority may exercise this Optional Services clause at any time before the expiry of the Agreement by sending a written notice to the Consultant.

This Optional Services clause cannot be interpreted as creating any rights in favour of the Consultant for these Optional Services or any other services not specifically already part of the current Agreement.

SC4 TASK AUTHORIZATION (TA)

1. Task Authorization

The Work or a portion of the Work to be performed under the Agreement will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Agreement.

2. Task Authorization Process

2.1 Task Authorizations up to a limit of \$20,000.00

1. The Project Authority will provide the Consultant with a description of the task by text or email, followed by a written confirmation using the "Task Authorization Form" in Annex E.

2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Agreement.

3. The Consultant must provide the Project Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Terms of Payment specified in the Agreement.

2.2 Task Authorizations over \$20,000.00

1. The Project Authority will provide the Consultant with a description of the task using the "Task Authorization Form" in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Agreement.
3. The Consultant must provide the Project Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Terms of Payment specified in the Agreement.
4. The Consultant must not commence work until a TA authorized by the Project Authority and Agreement Authority has been received by the Consultant. The Consultant acknowledges that any work performed before a TA has been received will be done at the Consultant's own risk.

2.3. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$20,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of \$20,000.00 Goods and Services Tax or Harmonized Sales Tax included must be authorized by the Project Authority and Agreement Authority before Issuance.

2.4. Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Agreement that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Consultant.

3. Periodic Usage Reports – Agreements with Task Authorizations

The Consultant must compile and maintain records on its provision of services to Canada under authorized Task Authorizations issued under the Agreement.

The Consultant must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Consultant must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Agreement Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Agreement Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each agreement with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;

- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the agreement (as last amended, as applicable) as Canada's total liability to the Consultant for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

SC 5 AUTHORITIES

1 Agreement Authority

The Agreement Authority for the Agreement is:

Geneviève Arcand
Supply Team Leader
Public Works and Government Services Canada
Quebec Region
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West, Suite 7300
Montreal, Quebec H5A 1L6

Telephone: (514) 496-3873
Facsimile: (514) 496-3822
E-mail: QueMontrealNPSL.QueMontrealNBSL@pwgsc-tpsgc.gc.ca

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

2 Project Authority

The Project Authority for the Agreement is:

Name: *(to be completed upon Agreement award)*
Title:
Adress:

Telephone :
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Agreement and is responsible for all matters concerning the technical content of the Work under the Agreement. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to

the Terms of Reference. Changes to the Terms of Reference can only be made through an agreement amendment issued by the Agreement Authority.

3 Consultant's Representative

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

SC6 PAYMENT

1. Terms of Payment

1.1 Terms of Payment – Lump Sums

For the FIRM PART of the Agreement (Work described in Annex A –Terms of Reference, **all Tasks subject to a Lump Sum**) :

In consideration of the Consultant satisfactorily completing its obligations under the Agreement, the Consultant will be paid *Lump Sums* for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Consultant for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Agreement Authority before their incorporation into the Work.

1.2 Terms of Payment – Limitation of Expenditure

For the PART of the Agreement (Work described in Annex A – Terms of Reference, **all Tasks subject to time based fee arrangement**):

The Consultant will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the terms of payment, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

1.3 Terms of Payment - Firm Price TA

In consideration of the Consultant satisfactorily completing all of its obligations under the authorized TA, the Consultant will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the terms of payment cost elements in Annex B – Price Table. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Consultant for any design changes, modifications or interpretations of the Work specified in the authorized TA, unless they have been authorized, in writing, by the Agreement Authority before their incorporation into the Work specified in the authorized TA.

1.4 Terms of Payment - TA subject to a Limitation of Expenditure

The Consultant will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the terms of payment cost elements, in Annex B – Price Table, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Consultant under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Consultant unless these design changes, modifications or interpretations have been authorized, in writing, by the Agreement Authority before their incorporation into the Work.

2. Limitation of Expenditure

1. Canada's total liability to the Consultant under the Agreement must not exceed \$_____ (including sections 1.1 to 1.4 here above). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Consultant unless these design changes, modifications or interpretations have been approved, in writing, by the Agreement Authority before their incorporation into the Work. The Consultant 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 Agreement Authority.

3. The Consultant must notify the Agreement Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Agreement expiry date, or
- (c) as soon as the Consultant considers that the Agreement funds provided are inadequate for the completion of the Work,

whichever comes first.

4. If the notification is for inadequate Agreement funds, the Consultant must provide to the Agreement Authority a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

SC7 MODIFICATION TO R1230D GC5.12 – DISBURSEMENTS

General Condition R1230D GC 5.12 (2011-05-16) - Disbursements, is deleted and replaced with the following:

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 Terms of Reference;
 - 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 Terms of Reference;
 - d. plotting;
 - e. presentation material;
 - f. parking fees;
 - g. taxi charges;
 - h. travel time;
 - i. travel expenses within 50 kms radius from Champlain Bridge former toll plaza Located on Nun's island (Île des Sœurs), 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, authorized in advance and approved by the Project Authority, 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 Terms of Reference;
 - b. transportation costs for material samples and models additional to that specified in the Terms of Reference;
 - c. project related travel, travel expenses and accommodation additional to that specified in the Terms of Reference shall be reimbursed in accordance with current *National Joint Council (NJC) Travel Directive* ; and
 - d. other disbursements **made with the prior approval and authorization of the Project Authority.**
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 Agreement Particulars, without the prior authorization of the Project Authority.
4. For the purpose of this Agreement, the definition of the actual cost is: The cost reasonably and properly incurred by a supplier to acquire a specific product or service for resale to Canada. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax. The actual cost also means the amount, not including any mark-up (example: profit, overhead, etc.), which was in fact paid out for materials and direct labour costs.

SC8 INVOICING INSTRUCTIONS

1. For the services subject to a fixed monthly fee in the form of a fixed lump sum, the Consultant must submit invoices in accordance with the general condition R1230D (GC) 5 - Terms of Payment. The Consultant must also submit with its invoices the following documents:
 - a. a copy of the monthly progress report as per SC15 – Progress Report;
 - b. a copy of time sheets when and if requested by the Agreement Authority.

-
2. For the services subject to a time based fee, the Consultant must submit invoices in accordance with the general condition R1230D (GC) 5 - Terms of Payment. The Consultant must also submit with his invoices the following documents:
 - a. a copy of time sheets to support the time claimed.

SC9 LANGUAGE REQUIREMENTS

1. The Consultant Team must be structured such that services as described in this Agreement can be provided in both of Canada’s official languages at the choice of any stakeholders.
2. Either the Consultant’s Project Manager or Deputy Project Manager/Lead Coordinator must be fluently bilingual for the duration of this Agreement. This includes the capacity to chair meetings, draft minutes, attend/lead stakeholder and public consultations, draft technical and non-technical reports and any other required duties of the position in both official languages.
3. The Consultant Team shall ensure that the services being provided in either language shall be to a professional standard.

SC10 INDEMNIFICATION AND INSURANCE

General Condition R1250D (GC)9 (2012-07-16) – Indemnification and Insurance, is deleted and replaced with the following:

1 Indemnification

1. The Consultant shall assume entire responsibility for all damage resulting from the rendering of these professional services and the performance of the Agreement, including the damage caused following the negligence, carelessness, errors, omissions or lack of skill of its representatives, employees, agents, subcontractors, project suppliers or any other person for which it is responsible.
2. The Consultant shall indemnify and hold harmless Her Majesty in Right of Canada, Infrastructure Canada, The Jacques Cartier and Champlain Bridges Incorporated, and the St. Lawrence Seaway Management Corporation and their staff, representatives, advisors, attorneys and experts from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Consultant, its employees, agents and subcontractors or the subcontractors of those subcontractors in the performance of the services required under this Agreement, including but not limited to any infringement or alleged infringement of any patent of invention or other form of intellectual property.
3. For the purposes of subsection 2 of 1 above, the term “activities” includes but is not limited to any act or omission, and any delay in performing an act.
4. The Consultant's liability to indemnify or reimburse Canada under the Agreement shall not affect or prejudice Canada from exercising any other rights under law.

2 General

1. 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.

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- a) Within seven (7) days of Agreement execution by all parties, the Consultant and its subcontractors shall obtain the following insurance coverage: Commercial General Liability, Professional Liability Insurance and Automobile Liability Insurance.
- b) A certificate of insurance for Marine Liability Insurance shall be deposited before commencement of any Works involving marine operations.
2. The Consultant shall, if requested by the Agreement Authority at any time, provide to the Agreement Authority 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.
3. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
4. Any insurance coverage 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.
- 3. Commercial General Liability**
1. 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 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.
2. 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. The policy shall insure Infrastructure Canada, The Jacques Cartier and Champlain Bridges Incorporated, and the St. Lawrence Seaway Management Corporation as additional Insured, with respect to liability arising out of the operations of the consultant with regard to the work.
- 4. Professional Liability**
1. 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 \$10,000,000 per claim, and be continually maintained from the commencement of performance of the Services and up to a minimum of five (5) years after their completion.
2. 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 Agreement Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any adverse material changes."
- 5. Automobile Liability Insurance**
- Scope of policy**
1. The coverage of the Automobile Liability Insurance policy shall be of an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence. The policy must include the following:
- a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
 - b) Accident Benefits - all jurisdictional statutes;
 - c) Uninsured Motorist Protection;
 - d) Liability for Physical Damage to Non-owned Automobiles: Quebec: QEF #27

Insured

1. 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 Canada as an additional Insured, with respect to liability arising out of the operations of the Consultant with regard to the work.

Period of Insurance

1. Unless otherwise directed in writing by Canada, or, stipulated or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the Certificate of Substantial Performance.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Agreement.

6. Marine Liability Insurance**Scope of policy**

1. The Consultant must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than \$5,000,000 (refer to the Marine Liability Act, S.C. 2001, c. 6). Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Consultant must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Consultant or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Consultant at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a) Waiver of Subrogation Rights: Consultant's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - b) Cross Liability/Separation of Insured's: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Insured

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 Canada as an additional Insured, with respect to liability arising out of the operations of the Consultant with regard to the work.

Period of Insurance

Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force from prior to the commencement of any Works involving marine operations and be maintained during any period where marine operations are required.

Litigation Rights

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

SC11 R1220D GC3.7- CODES, BY-LAWS, LICENCES, PERMITS

General Condition R1220D (GC) 3.7 (2003-05-30) – Codes, By-laws, Licences, Permits, is deleted and replaced with the following:

1. The Consultant certifies that the Consultant has the legal capacity to enter into a contract/Agreement and:
 - a. Is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the proposal and entry of the Agreement for the performance of the work.
 - b. Comply with all statutes, codes, regulations and by laws applicable to the work, services and the deliverables, that it is to provide 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.
2. For the purpose of validating the certification in paragraph 1) here above, the Consultant shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out by the Agreement Authority.

SC12 CONFLICT OF INTEREST

Without limiting General Provisions R1210D, clause GC 1.6,

1. The Consultant and subcontractors named in the Agreement, either as an individual or as part of a joint venture, may not provide services, advice or information either directly or indirectly for any private firm regarding the work for the new bridge's corridor
2. The Consultant and subcontractors named in the Agreement may not provide services, advice or information either directly or indirectly to or perform the work of Independent Engineer for the New Bridge for the St. Lawrence Corridor (NBSLC) project.
3. The Consultant shall ensure that no conflict of interest arises between its obligations under this Agreement and those of the Private Partner retained for the NBSLC Project under the Project Agreement, as well as those of the Independent Engineer, and any matter in which the Consultant may be directly or indirectly interested in. The Consultant shall disclose and inform the Authority as soon as it becomes aware of any such conflict of interest, whether real or perceived.
4. If a conflict of interest occurs during the contract period, then clause R1240D (taking the services out of the consultant's hands, suspension or termination) will apply.

SC13 NON-DISCLOSURE AGREEMENT

The Consultant must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

SC14 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT

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

SC15 PROGRESS REPORTS

1. The Consultant must submit **monthly** reports, in electronic format, on the progress of the Work, to both the Project Authority and the Agreement Authority.
2. The progress report must contain two parts:
 - (a) PART 1: The Consultant must answer the following four questions:
 - (i) Is the project 7014 on schedule?
 - (ii) Is the project 7014 currently within budget?
 - (iii) The sum of the current and forecast fees and expenditures for Project 7014 are within budget?
 - (iv) Is the project 7014 free of any areas of concern in which the assistance or guidance of Canada may be required?Each negative response must be supported with an explanation.

-
- (b) PART 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Consultant's Work, containing as a minimum:
- (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - (ii) An explanation of any variation from the work plan.
 - (iii) A description of trips or conferences connected with the Agreement during the period of the report.
 - (iv) A description of any major software or equipment purchased during the period of the report.

Solicitation No – N° de l'invitation
QA002-142712/A
Client Ref No. – N° de réf. du client
Project # 7014

Amd. No. – N° de la modif.
File No. – N° du dossier
MTP-4-37184

Buyer ID – id de l'acheteur
mtp 350

ANNEX A – TERMS OF REFERENCE

Document off-pagination (32 pages)

Solicitation No – N° de l'invitation
QA002-142712/A
Client Ref No. – N° de réf. du client
Project # 7014

Amd. No. – N° de la modif.
File No. – N° du dossier
MTP-4-37184

Buyer ID – id de l'acheteur
mtp 350

ANNEX B – PRICE PROPOSAL FORM

Document off-pagination (6 pages)

ANNEX C - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No QA002-142712/001/MTP between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Consultant as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Consultant by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: QA002-142712/001/MTP

Signature

Date

ANNEX D – SECURITY REQUIREMENT CHECK LIST

Document off-pagination (4 pages)

ANNEX E – TASK AUTHORISATION FORM

Document off-pagination (2 pages)

ANNEX F – DISCLOSURE FORM

Document off-pagination (4 pages)

ANNEX G - TEAM IDENTIFICATION FORMAT

Document off-pagination (2 pages)

ANNEX H - DECLARATION/CERTIFICATIONS FORM

Document off-pagination (6 pages)

ANNEX I – SUBMISSION REQUIREMENTS AND EVALUATION

Document off-pagination (9 pages)

Annex J- SAMPLE PRESENTATION FORM FOR SOME SECTIONS OF THE BID.

Document off-pagination (4 pages)