

**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  
7<sup>ème</sup> étage/7th Floor  
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**

<b>Title - Sujet</b> NPSL Laboratoires	
<b>Solicitation No. - N° de l'invitation</b> QA002-153402/A	<b>Date</b> 2015-05-28
<b>Client Reference No. - N° de référence du client</b> QA002-15-3402	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTP-350-13266	
<b>File No. - N° de dossier</b> MTP-4-37381 (350)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-07-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Arcand, Geneviève	<b>Buyer Id - Id de l'acheteur</b> mtp350
<b>Telephone No. - N° de téléphone</b> (514) 496-3873 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> BUREAU DE L'INFRASTRUCTURE DU CANADA SUITE 1100 800 BOUL RENE-LEVESQUE O MONTREAL Québec H3B1X9 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  
7<sup>ème</sup> étage/7th Floor  
Montréal  
Montréal  
Quebec  
H5A 1L6

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

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mtp350

CCC No./N° CCC - FMS No/ N° VME

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Owner's Laboratory  
New Bridge for the St. Lawrence Corridor

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**Owner's Laboratory Services  
New Bridge on the St. Lawrence Corridor (NBSLC)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Terms of Reference**

Services to be performed are detailed under Article 6.2 of the resulting contract clauses

### **1.2 Debriefings**

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the North American Free Trade Agreement (NAFTA).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### **2.2 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 (upper-left corner) of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required in Part 5 of this document before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Québec.

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.

## 2.6 Ineligible Parties

1. As a result of their involvement in the competitive selection process for the NBSLC 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 Party's Affiliate) are subject to the provisions of clause 18 "Conflict of Interest – Unfair Advantage" of Standard Instructions - Goods or Services - Competitive Requirements (2003) and are not eligible to participate as a Bidder or Advisor to the Bidder.

The following are Ineligible Parties for this RFP Process:

1. The Private Partner (or Preferred Proponent) identified by RFP QA002-142501
2. The Private Partner's Laboratory
3. The Independent Engineer retained by the Private Partner

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 the Standard Instructions - Goods or Services - Competitive Requirements (2003), neither Canada nor any of its employees, advisors or representatives is liable to any Bidder 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.

Besides those parties previously identified, the parties that have previously carried out, or are currently carrying out, one or multiple mandates on behalf of Infrastructure Canada (INFC) in the context of the NBSLC project, are admissible to this Request for Proposals process. However any party retained for this contract will not be permitted to participate to contracts, or offer any kind of service, related to the NBSLC project to any firms/suppliers/subcontractors that are part of the organization retained for the construction, the design-construction or the implementation of the project as a public-private partnership, including the Independent Engineer.

## 2. Use or Inclusion of Ineligible Parties

Each Bidder is responsible for ensuring that neither the Bidder nor any member of the Bidder 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 Bidder.

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

1. to advise or otherwise assist the Bidder in connection with the Bidder's participation in this RFP process, including in connection with the Bidder's preparation of its Proposal;  
or
2. as an employee, advisor or consultant to the Bidder.

### **3. 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 Bidder, or any of their respective Representatives during this RFP process.

A Bidder or a prospective member or Representative of a Bidder who has any concerns regarding whether a current or prospective Representative or member of the Bidder 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 Bidder Contact Person may submit to the Authority of the RFP, at any time during this RFP process but no less than ten (10) days prior to the Closing Time of the RFP, a completed Disclosure Form as set forth in Annex E.

Where applicable, the Bidder 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 Bidder or Representative of the Bidder in connection with the matter.

### **2.7 Limitation of Submissions**

1. A Bidder may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.

3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Bidder. The Bidder warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding subsection 3 above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Bidder shall not include in its submission another Bidder as a member of its consultant team, as a sub-consultant or specialist consultant.
5. The Phase Two portion of the proposal must be made in the same name as the person(s) or entity(ies) named as the Bidder in the Phase One portion. Bidders must utilize, in the preparation of their Phase Two proposal, the same Consultant Team, sub-consultants, specialist consultants and individuals named in the Phase One proposal.
6. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## **2.8 Fairness Monitor**

Canada has engaged a Fairness Monitor to monitor this Request for Proposal.

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### **PART 3 - BID PREPARATION INSTRUCTIONS**

See Annex "F"

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

See Annex "F"

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a consultant in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### 5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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](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 bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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### **5.1.3 Additional Certifications Precedent to Contract Award**

#### **5.1.3.1 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16) Education and Experience

#### **5.1.3.4 Education and Experience**

*SACC Manual* clause [A3010T](#) (2010-08-16) Education and Experience

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

There is no security requirement applicable to this Contract.

### 6.2 Terms of Reference

The Consultant must provide laboratory services in accordance with the Terms of Reference at Annex "A" and the technical and management portions of the Consultant's bid entitled (to be completed on contract award) \_\_\_\_\_, dated \_\_\_\_\_.

### 6.3 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.

#### 6.3.1 General Conditions

2010B (2014-09-24), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Definitions

In this document and all instructions, 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>), the word "Contractor" is to be replaced by "Consultant"

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the contract is from Contract award date to December 31st, 2021 inclusively

#### 6.4.2 Option to Extend the Contract

The Consultant grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year periods under the same conditions. The Consultant 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 (Annex B) and in the Terms of Reference (Annex A).

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 Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.4.3 Adjustment of Agreement cost

The firm hourly rates and unit prices detailed in the Basis of Payment (Annex B) will be adjusted annually on the start date of each anniversary date of Contract award (starting with Contract Year 2) by the amount established based on the percentage change in the sum of the monthly indices of the Average Weekly Earnings for Canada, All employees, excluding overtime, (Not Seasonally Adjusted), published in Statistics Canada Table No. 281-0026, NAICS = Architectural, engineering and related services <http://www5.statcan.gc.ca/cansim/pick-choisir?lang=eng&p2=33&id=2810026> for the 12-month base period ending three months prior to the Contract anniversary date from the same 12-month period of the preceding year. This will be calculated using the following formula:

$$\text{Escalation} = \left( \frac{\text{Sum of Indices for the 12 months ending in 3 months prior to new Contract Year}}{\text{Sum of Indices for the 12 months ending same month of the preceding year}} \right) - 1 \times 100$$

#### Example:

At the start of Contract Year 2 (1 July 2015 as an example only), the prices in the Additional Proponent Services Table would be increased by 2.88% based on the following assumptions:

Preceding Year 12 month period =	May 2014 - April 2015	Sum of Indices =	14,617.64
Current Year 12 month period =	May 2015 - April 2016	Sum of Indices =	15,038.82

$$\text{Escalation} = \left( \frac{15,038.82}{14,617.64} \right) - 1 \times 100 = 2.88 \%$$

To determine the Contract Year 3 rates in the example, the Contract Year 2 rates determined above would be adjusted using the same Statistics Canada Table and same formula with data for the two 12 month periods May 2015 - April 2016 and May 2016 - April 2017.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Geneviève Arcand  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions and Compensation Branch  
800 rue de la Gauchetière Ouest, local 7300  
Place Bonaventure, Portail Sud-Est  
Montréal, Québec, H5A 1L6

Telephone: 514 496-3873  
Facsimile: 514 496-3822  
E-mail address: genevieve.arcand@tpsgc-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 Consultant 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.

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## 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: *(to be completed on contract award)* \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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 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.

## 6.5.3 Consultant's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Consultant has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

1. In consideration of the Consultant satisfactorily completing all of its obligations under the Contract, the Consultant will be paid firm unit prices, as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.
2. Canada will not pay the Consultant for any changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Consultant under the Contract must not exceed \$ \_\_\_\_\_ . 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 changes, modifications or interpretations of the Work, will be authorized or paid to the Consultant unless these changes, modifications or interpretations have been approved, in writing, by the Contracting 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 Contracting Authority. The Consultant 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 Consultant 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 Consultant must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

### 6.7.3 Multiple Payments

SACC *Manual* clause [H1001C](#) (2008-12-05) Multiple Payments

## 6.8 Invoicing Instructions

1. The Consultant must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, in accordance with the provided sample invoice. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Consultant in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Consultant does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Consultant 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.

### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)*

### 6.11 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 general conditions 2010B (2014-09-25) Professional Services (medium complexity);
- (c) Annex A, Terms of References;
- (d) Annex B, Basis of Payment
- (e) Annex C, Non-Disclosure Agreement
- (f) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (g) the Consultant's bid dated \_\_\_\_\_ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))*

### 6.12 Indemnification and Insurance

#### 6.12.1 Indemnification

1. The Consultant shall indemnify and save harmless Canada, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Consultant, its employees and agents, in the performance of the Services under the Agreement.
2. 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.

#### 6.12.2 Insurance Requirements

1. General

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

2. Commercial General Liability

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

3. Professional Liability

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

6.12.3 Automobile Liability Insurance

1. The Consultant must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
MTP350  
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- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority.

### **6.13 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.

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
P7016

Amd. No. - N° de la modif.  
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#### **ANNEX "A" TERMS OF REFERENCE**

See attachment

#### **ANNEX "B" BASIS OF PAYMENT**

See electronic attachment

#### **ANNEX "C" NON-DISCLOSURE AGREEMENT**

See electronic attachment

#### **ANNEX "D" DECLARATION/CERTIFICATIONS FORM**

See electronic attachment

#### **ANNEX "E" DISCLOSURE FORM DECLARATION/CERTIFICATIONS FORM**

See electronic attachment

#### **ANNEX "F" SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS**

See attachment