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REQUEST FOR STANDING OFFER (RFSO)

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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions, the Proponent must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - 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, or to set-aside a Standing Offer, 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 issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI 3 SECURITY REQUIREMENTS

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

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

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

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

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GENERAL INSTRUCTIONS TO PROPONENTS

Integrity Provisions - Proposal

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- iv. the general partner of a limited partnership controls the limited partnership; and
- v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity

c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

- i. any securities of the entity that are beneficially owned by that person, and
- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Proponents must comply with the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and be eligible for the issuance of a standing offer or contract award under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>). In addition, Proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit proposals as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an offer, Proponents confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Standing Offer or to be awarded a contract. Canada will declare non-responsive any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined by the Minister of PWGS, after issuance of the SO, that the Proponent made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts.

3. List of Names

- a. Proponents who are incorporated, including those submitting proposals as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, as well as those submitting proposals as a joint venture, must provide the name of the owner(s). Proponents submitting proposals as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.
- c. The Proponent must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a proposal, the Proponent certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Proponent, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a proposal, the Proponent certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any

resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](http://laws-lois.justice.gc.ca/eng/acts/L-12.4/) (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a proposal, the Proponent certifies that:

- a. it and the Affiliates of the Proponent have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/) (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/f-11/) (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
 - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/), or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and the Affiliates of the Proponent have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](http://laws-lois.justice.gc.ca/eng/acts/C-34/) (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
 - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html) (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
 - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](http://laws-lois.justice.gc.ca/eng/acts/E-15/) (<http://laws-lois.justice.gc.ca/eng/acts/E-15/>), or
 - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](http://laws-lois.justice.gc.ca/eng/acts/C-45.2/) (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or

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- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](http://laws-lois.justice.gc.ca/eng/acts/C-38.8/) (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>); or
 - b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).
 - 8. Foreign Offences
By submitting a proposal, the Proponent certifies that:
 - a. the Proponent and its Affiliates have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Proponent or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Proponent or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and
 - iv. the Proponent or its Affiliate was entitled to present to the court every defence that the Proponent or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
 - b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).
 - 9. Ineligibility for the issuance of a Standing Offer
 - a. The Proponent confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Proponent or its Affiliate is ineligible to be issued a standing offer, subject to a Public Interest Exception.
 - b. The Proponent confirms that it understands that it is ineligible for the issuance of a standing offer where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>) and that the period of ineligibility or suspension has not expired.
 - 10. Declaration of Convicted Offences
Where a Proponent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Proponent must provide with its proposal the completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.
 - 11. Period of Ineligibility
The following rules determine the period for which a Proponent or its Affiliate that has been

convicted of certain offences is, ineligible to be issued a standing offer or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a standing offer or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Proponent or an Affiliate of the Proponent has been found responsible, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for the issuance of a standing offer or for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Proponent or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](http://laws-lois.justice.gc.ca/eng/acts/C-46/) (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the [Criminal Records Act](http://laws-lois.justice.gc.ca/eng/acts/c-47/) (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the [Criminal Records Act](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) (http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) comes into force.

13. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Proponent or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Proponent confirms that it understands that a determination of ineligibility for the issuance of a standing offer or award of government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Proponent or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Proponent confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Proponent to be ineligible to be issued a standing offer or be awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Proponent confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Proponent

The Proponent confirms that it understands that the Minister of PWGS may suspend a Proponent from being issued a standing offer or from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Proponent has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Proponent has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Proponent by the Minister of PWGS.

18. Third Party Validation

The Proponent confirms that it understands that where it or any of the Proponent's Affiliates has been subject to a period of ineligibility to be issued a standing offer or be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Proponent must provide by the Request for Standing Offers (RFSO) closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

19. Sub-consultants

The Proponent must ensure that subcontracts with first tier sub-consultants include Integrity Provisions similar to those imposed in the contract(s) resulting from the Standing Offer.

20. Public Interest Exception

The Proponent confirms that it understands:

- a. that, with the exception of a legal incapacity resulting from section 750(3) of the Criminal Code, Canada may issue a Standing Offer with a Proponent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Proponent is the only person capable of performing the work;
 - iii. the standing offer is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
 - iv. not issuing the Contract resulting from the Standing Offer would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;

- b. Canada may only issue a standing offer with a Proponent under this subsection where the ineligible Proponent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

GI 1 DEFINITION

In this Request for Standing Offers (RFSO), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, subconsultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Civil, Structural, Geotechnical, Electrical Engineering and Environmental Protection expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for transportation related projects in British Columbia and Yukon.
2. Proponents shall be licensed or eligible to be licensed to practise in the province/territory of British Columbia and Yukon. If a Proponent is licensed to practise in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and

methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

3. It is PWGSC's intention to authorize up to three (3) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$10,500,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$1,000,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and World Trade Organization - Agreement on Government Procurement (WTO-AGP).

GI 3 PROCUREMENT BUSINESS NUMBER

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

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Public Works and Government Services Canada
Real Property Contracting
219-800 Burrard Street
Vancouver, BC, V6Z 0B9

Janie Leung
Telephone: (604) 666-8228
Facsimile: (604) 775-6633
Email: Janie.Leung@pwgsc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

A Request for Standing Offer does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or

authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

GI 7 RESPONSIVE PROPOSALS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

GI 9 OVERVIEW OF SELECTION PROCESS

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

GI 10 SUBMISSION OF PROPOSAL

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.

2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
 - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs 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, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

GI 12 EVALUATION OF PRICE

The price proposal must be submitted in Canadian dollars and will be evaluated excluding Applicable Taxes.

GI 13 LIMITATION OF SUBMISSIONS

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

GI 14 LICENSING REQUIREMENTS

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

GI 15 REJECTION OF PROPOSAL

1. Canada may reject a proposal where any of the following circumstances is present:

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- (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - (c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - (f) with respect to current or prior transactions with the Government of Canada,
 - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

- 2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

GI 16 INSURANCE REQUIREMENTS

- 1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
- 2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
- 3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

GI 17 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 18 LATE SUBMISSIONS

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

GI 19 LEGAL CAPACITY

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

GI 20 DEBRIEFING

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

GI 21 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

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- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

GI 22 REVISION OF PROPOSAL

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

GI 23 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 24 PROPOSAL COSTS

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

GI 25 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:
 - (a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

- (b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 26 LIMITATION OF LIABILITY

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

GI 27 STATUS AND AVAILABILITY OF RESOURCES

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Proponent is unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with at least the same qualifications and experience. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

STANDING OFFER PARTICULARS (SP)

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

STANDING OFFER PARTICULARS

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$1,000,000.00 (Applicable Taxes included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 50% of the business for the top ranked consultant, 30% for the 2nd ranked consultant, and 20% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- b) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

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

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

TERMS AND CONDITIONS

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

0220DA

GENERAL CONDITIONS

GC 1	Definitions
GC 2	Interpretations
GC 3	Assignment
GC 4	Indemnification
GC 5	Notices
GC 6	Suspension
GC 7	Termination
GC 8	Taking the Services Out of the Consultant's Hands
GC 09	Time and Cost Records to be Kept by the Consultant
GC 10	National or Departmental Security
GC 11	Rights to Intellectual Property
GC 12	Conflict of Interest and Values and Ethics Codes for the Public Service
GC 13	Status of Consultant
GC 14	Declaration by Consultant
GC 15	Insurance Requirements
GC 16	Resolution of Disagreements
GC 17	Amendments
GC 18	Entire Agreement
GC 19	Contingency Fees
GC 20	Harassment in the Workplace
GC 21	Taxes
GC 22	Changes in the Consultant Team
GC 23	Joint and Several Liability
GC 24	International Sanctions
GC 25	Integrity Provisions - Standing Offer and Contract

GC 1 Definitions

Administrative Agreement

is a negotiated agreement with the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

Affiliate

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

Applicable Taxes means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by *Canada* such as, the Quebec Sales Tax (QST) as of April 1, 2013;

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

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

Canada, Crown, Her Majesty or the Government

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister; ***Construction Contract*** means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

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

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

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

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

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

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

Contract Price means the amount stated in the Call-Up to be payable to the *Consultant* for the *Services*, exclusive of *Applicable Taxes*;

Control

means:

- a. direct control, such as where:
 - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
 - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
 - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:
 - i. any securities of the entity that are beneficially owned by that person, and
 - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

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

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

"Departmental Representative"

means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

Ineligibility

means a person not eligible to contract with Canada;

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

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

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

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

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

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

Suspension

means a determination of temporary ineligibility by the Minister of PWGS;

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

Total Estimated Cost, Revised Estimated Cost, Increase (Decrease) on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the *Contract Price*, or the revised *Contract Price*, or the amount that would increase or decrease the *Contract Price* and the *Applicable Taxes* as evaluated by the *Contracting Authority*, and does not constitute tax advice on the part of *Canada*.

GC 2 Interpretations

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

GC 3 Assignment

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

GC 4 Indemnification

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

GC 5 Notices

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

GC 6 Suspension

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, *Consultant Services*.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
 - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or

(b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.

4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

GC 7 Termination

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

GC 8 Taking the Services Out of the Consultant's Hands

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.

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7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 09 Time and Cost Records to be Kept by the Consultant

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 10 National or Departmental Security

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

GC 11 Rights to Intellectual Property

1. Definitions

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

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

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

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

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in another project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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

9. *Consultant's Right to Grant Licence*

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

10. *Trade Secrets and Confidential Information*

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

11. *Canada Supplied Information*

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

completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as Canada may require.

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

12. Transfer of IP Rights

- (a) If Canada takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, Canada may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by Canada of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the *Consultant* shall, at *Canada's* expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 12 Conflict of Interest and Values and Ethics Codes for the Public Service

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

GC 13 Status of Consultant

The *Consultant* is an independent contractor engaged by Canada to perform the *Services*. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The *Consultant* must not represent itself as an agent or representative of Canada to anyone. Neither the *Consultant* nor any of its personnel is engaged as an employee or agent of Canada. The *Consultant* is responsible for all deductions and remittances required by law in relation to its employees.

GC 14 Declaration by Consultant

The *Consultant* declares that:

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

GC 15 Insurance Requirements

1. General

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

2. Commercial General Liability

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

3. Professional Liability

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

GC 16 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:

- (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;

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- (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
- (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) days of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 17 Amendments

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

GC 18 Entire Agreement

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

GC 19 Contingency Fees

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Standing Offer and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC 20 Harassment in the Workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subconsultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 21 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a

valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

GC 22 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
 - (a) the reason for the inability of the entity or person to perform the *Services*;
 - (b) the name, qualifications and experience of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the *Services*.

GC 23 Joint and Several Liability

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

GC 24 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](http://www.international.gc.ca/sanctions/index.aspx?lang=eng) (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).

2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

GC 25 Integrity Provisions - Standing Offer and Contract

1. Statement
 - a. The Consultant must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and must comply with the terms set out in these Integrity Provisions.
 - b. The Consultant confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Consultant or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set aside the Standing Offer and terminate for default any resulting contracts. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant and agrees to immediately return any advance payments.
2. List of Names
The Consultant must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.
3. Information Verification
The Consultant certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing and any resulting contracts, the information provided by the Consultant, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.
4. Lobbying Act
The Consultant certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*. (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).
5. Canadian Offences Resulting in Legal Incapacity
 - a. The Consultant has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

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- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
 - ii. section 121 (*Frauds on the government and Consultant subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
 - b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
6. Canadian Offences
- The Consultant has certified that:
- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
 - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
 - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (, or
 - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>), or
 - b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for to be issued a standing offer or to be awarded a contract.
7. Foreign Offences
- The Consultant has certified that:
- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an

offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

- i. the court before which the Consultant or the Affiliate of the Consultant appeared acted within the court's jurisdiction;
 - ii. the Consultant or the Affiliate of the Consultant appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud; and
 - iv. the Consultant or the Affiliate of the Consultant was entitled to present to the court every defence that the Consultant or the Affiliate of the Consultant would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

8. Ineligibility to Contract with Canada

- a. The Consultant confirms that it understands that if after the issuance of a standing offer they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after issuance of the standing offer, a Consultant becomes ineligible to be issued a standing offer, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
 - i. Set-aside the Standing Offer; and
 - ii. Terminate any resulting contracts for default; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Consultant confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of a Consultant becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
 - i. Set-aside the Standing Offer; and
 - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Consultant directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Consultant confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>), it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be

ineligible under the *Ineligibility and Suspension Policy* after the issuance of the Standing Offer, Canada may, following a notice period:

- i. set-aside the Standing Offer; and
- ii. terminate any resulting contracts for default; or
- iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

- d. The Consultant confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after issuance of the Standing Offer, Canada may, following a notice period:

- i. set-aside the Standing Offer; and
- ii. terminate any resulting contracts for default; or
- iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

9. Declaration of Offences Committed

The Consultant understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

10. Period of Ineligibility

The following rules determine the period for which a Consultant or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Consultant or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Consultant or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Consultant or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Consultant or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the *Criminal Records Act* (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and

- e. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* (http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) comes into force.

12. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Consultant or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, record of suspensions, or restoration of legal capacities by the Governor in Council.

13. Period of Ineligibility for Breaching Administrative Agreements

The Consultant confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

14. Obligations on Sub-consultants

The Consultant confirms that it understands that to the extent that it relies on a sub-consultant(s) to perform the Contract, the Consultant will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Consultant has entered into a contract with an ineligible sub-consultant and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Consultant to be ineligible to contract with Canada for a period of five years.

0000DA SUPPLEMENTARY CONDITIONS

SC1 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

SC2 Comprehensive Land Claim Agreement

This Departmental Individual Standing Offer (DISO) can be used for delivery requirements to locations across British Columbia and Yukon, including those within Comprehensive Land Claims Settlement Areas.

As the exact destination will only be known at the call-up stage, any of these Comprehensive Land Claims Agreements may apply.

- Champagne and Aishihik First Nations Final Agreement
- Carcross/Tagish First Nation Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Inuvialuit Final Agreement
- Gwich'in Comprehensive Land Claim Agreement
- Kwanlin Dun First nation Final Agreement
- Kluane First Nation Final Agreement
- Little Salmon/Carmacks First Nation Final Agreement
- Selkirk First Nation Final Agreement
- Tr'ondek Hwech'in Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Vuntut Gwich'in First Nation Final Agreement

9998DA TERMS OF PAYMENT

TP 1 Fees

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

TP 2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) days after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 Delayed Payment

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

TP 4 Claims Against, and Obligations of, the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
 - (a) by a court of legal jurisdiction, or
 - (b) by an arbitrator duly appointed to arbitrate the said claim, or
 - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
 - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) days of the date on which the claimant
 - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
 - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.

5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

TP 5 No Payment for Errors and Omissions

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

TP 6 Payment for Changes and Revisions

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

TP 7 Extension of Time

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

TP 8 Suspension Costs

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

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

TP 9 Termination Costs

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

TP 10 Disbursements

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

and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
- (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
- (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
- (d) other disbursements made with the prior approval and authorization of the Departmental Representative.

3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

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

CS 3 Time Schedule

The *Consultant* shall:

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

CS 4 Project Information, Decisions, Acceptances, Approvals

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

CS 5 Changes in Services

The *Consultant* shall:

- (a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and
- (b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.

CS 6 Codes, By-Laws, Licences, Permits

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

CS 7 Provision of Staff

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

CS 8 Sub-Consultants

1. The *Consultant* shall:
 - (a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
 - (b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants'* responsibilities; and
 - (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - (a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - (b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

STANDING OFFER PROJECT BRIEF – REQUIRED SERVICES (RS)

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RS 1. INTRODUCTION

1.1. GENERAL

- 1.1.1. The Standing Offer is for the provision of Civil Engineering and Prime Consultant services, with a team of sub-consultants that may include but not limited to structural, transportation, geotechnical, electrical, landscaping, environmental expertise on an "as and when requested" basis for transportation related projects in British Columbia and Yukon on Federally controlled properties.
- 1.1.2. The services may include but not be limited to planning, investigation, surveys, environmental assessments, design and construction supervision services for transportation related projects such as trails, roadways, bridges, culverts, retaining walls, marinas, ground and air side developments at airports.

1.2. BACKGROUND

- 1.2.1. Engineering and Prime Consultant services are regularly required for a wide variety of projects for PWGSC and for other government departments (OGD's). Consulting services are required to assist PWGSC Project Managers, to provide a range of planning, design and construction supervision services as well as inspection, investigation and recommendation reports for various transportation related projects. At the time of establishment of the Standing Offer Agreement(s), the number and type of projects is not known and will not be known until funding is approved.
- 1.2.2. The scope of work will vary from project to project, and may include any combination of the services identified as basic services or additional services, including sub-consultant engineering and cost consulting services.
- 1.2.3. At the time of each "Call-up" against the Standing Offer Agreement (SOA) the exact services required, deliverables, schedule and minimum qualifications of Consultant personnel performing the services will be established by the PWGSC Project Manager.
- 1.2.4. The User Department – PWGSC will be the Consultant's Client, however the end-user Department/Owner of any particular Federal transportation facility may be any other Federal Government Department such as Transport Canada, Parks Canada Agency, Canadian Border Services Agency.
 - 1.2.4.1. National Parks Regulations require that all work to be performed in accordance with the ordinances, laws and regulations set out in the National Parks Act.

RS 2. PROJECT OBJECTIVES

2.1. PROJECT DELIVERY

2.1.1. GOAL

- 2.1.1.1. Deliver the project utilizing best practices in support of PWGSC needs, respecting the approved scope, quality, budget and schedule.

2.1.2. ACHIEVE BY:

- 2.1.2.1. Open communication with all members of the project delivery team and stakeholders throughout all phases of the project life,
- 2.1.2.2. Rigorous quality control and assurance review during the planning, design and construction phases, including the application of value engineering reviews in the design. Timely response to correct issues as they occur.
- 2.1.2.3. Success in satisfying and where possible exceeding the expectations and needs of PWGSC and stakeholders.

- 2.1.2.4. Continuity of key personnel working in a dedicated effort for the life of the Standing Offer agreement and any individual Call-up project.

2.2. PROJECT DELIVERY APPROACH

2.2.1. Contracting Approach;

- 2.2.1.1. Traditional approach: design, bid, build.
- 2.2.1.2. PWGSC will tender contracts through several contracting authorities. All tenders will be managed through PWGSC.

RS 3. CONSULTANT SERVICE REQUIREMENTS

3.1. GENERAL:

- 3.1.1. PWGSC will act as the Project Manager throughout the duration of each project. The Consultant must adhere to all the Standards and Procedures outlined in Appendix C, "Doing Business with PWGSC – Pacific Region (Documentation and Submission Standards)", of this Request for Standing Offer (RFSO), as may be applicable to each project.
- 3.1.2. The selected consultants shall be expected to provide a full range of relevant engineering and technical services.

3.2. CONSULTANT RESPONSIBILITIES

- 3.2.1. Prime Consultant is completely responsible for providing and coordinating the work of all professional disciplines (Engineering, and Specialist Consultant Services) required, from the Planning Stage at the network level to the Design, Construction and the Post Construction Stage at the project level.
- 3.2.2. Consultant:
 - 3.2.2.1. The Prime Consultant and their personnel identified in the completed Team Identification Form.
 - 3.2.2.2. The Consultant will be required to maintain its team's expertise for the duration of the Standing Offer Agreement.
 - 3.2.2.3. The Consultant will be required to comply with and adhere:
 - 3.2.2.3.1. To all the requirements in the Standing Offer Agreement and individual Call-up for services.
 - 3.2.2.3.2. To all commitments made and included in the Consultant's SOA submission and in the completed Declaration Form.
 - 3.2.2.4. The Consultant Team shall be comprised of qualified professional and technical expertise with extensive recent relevant experience capable of providing the services identified in the Standing Offer Project Brief and individual Call-up for services.
- 3.2.3. Consultant Personnel
 - 3.2.3.1. **Project Manager of the firm** will have overall corporate responsibility to oversee this Standing Offer.
 - 3.2.3.2. **Senior Personnel** will be senior Professional Engineers and senior Specialists providing services requiring specialist level expertise and/or experience.
 - 3.2.3.3. **Project Personnel** shall be Professional Engineers and Professional Specialists providing most of the professional services under this Standing Offer. This category includes professionals (minimum 5 year experience as professional), intermediate and junior engineers as well as Engineers in training.

- 3.2.3.4. **Senior Technical Personnel** will be ASTT (Applied Science Technologists and Technicians) certified or equivalent and will provide services requiring specialist level expertise and/or experience under this Standing Offer.
- 3.2.3.5. **Technician Personnel** will provide services requiring specialist level expertise and/or experience under this Standing Offer. This category includes intermediate Technician, Junior Technician or Experienced Labour and Draftperson.
- 3.2.3.6. **Administrative Support** will provide administrative and clerical services under this Standing Offer.

3.3. SUMMARY DESCRIPTION OF REQUIRED SERVICES

3.3.1. The Consultant will be responsible for providing and coordinating full professional Engineering, and Specialist Consultant services as required, from Planning and Investigative Services to Design and Construction Services. A summary of professional expertise and relevant speciality experience requirements for this SOA include, but are not limited to the following:

- 3.3.1.1. Engineering Services:
- Planning
 - Surveying
 - Technical investigations
 - Inspections, Testing and Analysis
 - Traffic counts and Traffic Engineering studies
 - Geometric roadway design
 - Geotechnical/Materials Engineering
 - Forensic Engineering
 - Municipal Engineering
 - Hydrology and Hydraulic Engineering
 - Administration & Resident Services – Construction
 - Environmental
 - Landscaping
 - Structural
 - Bridge
 - Electrical
- 3.3.1.2. Budget, Consultative and Schedule Management Services
- Estimating and cost planning/control
 - Scheduling and time planning/control
 - Public and First Nations Consultation

3.4. SUMMARY SCOPE OF SERVICES

3.4.1. Review asset conditions at network level:

- 3.4.1.1. Review existing drawings, identify major code requirements affecting each project;
- 3.4.1.2. Carry out Asset condition assessments
- 3.4.1.3. Carry out Safety assessments
- 3.4.1.4. Identify Class D costs to rectify any deficiencies

3.4.1.5. Type of asset could be any of the following:

- roadways/surfacing structures
- culverts
- retaining walls
- dykes/river erosion protection
- bridges/overpasses/underpasses
- airstrips
- docks/piers

3.4.2. At the Project Initiation Stage:

3.4.2.1. Review available information

3.4.2.2. Visit the site to familiarize the Consultant with all conditions of the site that impact the design

3.4.2.3. Identify missing and/or additional information required to proceed and likely cost and schedule to collect.

3.4.3. Review Project Statement of Work and/or Terms of Reference

3.4.3.1. Confirm design standards, codes, user requirements, engineering and other consulting services required

3.4.3.2. Identify schedule, cost and personnel to be assigned.

3.4.3.3. Prepare Risk Management plan

3.4.4. Pre-Design Services

3.4.4.1. Collect site information such as:

3.4.4.1.1. Topographic surveys including location and type of underground and above ground utilities and any other man-made feature within study corridor.

3.4.4.1.2. Geotechnical investigation of in-situ material

3.4.4.1.3. Hydrology and Hydraulic information

3.4.4.1.4. Identify, confirm quality of gravel sources

3.4.4.1.5. Baseline environmental information on flora and fauna (including fish), archaeological sites.

3.4.4.2. Document information collected in reports and baseline plans or drawings.

3.4.5. Design:

3.4.5.1. Prepare Schematic Design options (generally 3 minimum), with an outline of the advantages and disadvantages of each, including Class "C" cost estimates

3.4.5.2. Identify a preferred option with reason(s) for recommendation

3.4.5.3. Based on the selected Schematic Design option complete design calculations and drawings, prepare a Final Design Development Report, complete with an outline of specifications and a Class "B" cost estimate.

3.4.6. Construction Tender Documentation

3.4.6.1. Prepare fully coordinated construction drawings based on the approved Design Development Report, ready for tendering purposes, including a Class "A" cost estimate and a Unit Price Table.

3.4.6.2. Prepare specifications using the latest version of the National Master Specifications (NMS) program.

3.4.7. Tendering Period:

3.4.7.1. Provide information and advice during the tendering process including preparation of addenda and review of tender results.

3.4.8. Construction Period:

3.4.8.1. Provide contract administration and general engineering services during construction.

3.4.9. Recommend cost effective "green construction" materials, methods and practices that can be incorporated into the project without significant impact on the project budget or schedule.

3.4.10. Provide environmental coordination with all disciplines

3.4.11. Prepare Operation and Maintenance Manuals, as-built documents (drawings and specifications)

3.4.12. Provide Warranty Services

3.4.13. Provide information and advice during the post construction evaluation sessions.

3.5. GENERAL SERVICE REQUIREMENTS

3.5.1. Overview

3.5.1.1. In general, the Departmental Representative will act as the Project Manager from the Planning Stage at the network level to the Design, Construction and the Post Construction Stage at the project level. The Consultant must adhere to all the Standards and Guidelines outlined in the SOA, as may be applicable to the projects and Scope of Work described herein.

3.5.1.2. The Consultant shall deliver integrated professional services as required, in any one or all of the distinct stages, as follows:

- Project Planning Services
- Pre-Design Services
- Schematic Design
- Design Development
- Construction Documents Preparation
- Tender Call and Bid Evaluation
- Construction Administration
- Post Construction Services

3.5.1.3. The outline of deliverables and process, as presented in each Project Call-up are intended as a general outline only. It is not exhaustive and does not preclude alternative or supplementary approaches as may be suggested by the Consultant for consideration by the Departmental Representative.

3.5.2. Standard of Care

3.5.2.1. In performing the services, provide and exercise the standard of care, skill and diligence required by customarily accepted Professional practices and procedures developed by Professional bodies in the performance of similar services at the time when and the location in which the services are provided.

3.5.3. Budget Management Services

3.5.3.1. Throughout the project development, the Construction Cost Estimate prepared by the Consultant shall not exceed the Construction Cost Limit.

3.5.3.2. Budget Management Services are required to provide Class D, C, B and A level cost estimates.

3.5.3.3. Cost estimating and budget management shall be provided by an experienced Professional Engineer and/or Quality Surveyor.

3.5.3.4. The Class C and Class B cost estimates shall be submitted in elemental cost analysis format. The standard of acceptance for this format is the current issue of the

elemental cost analysis format issued by the Canadian Institute of Quantity Surveyors. The Class A cost estimates shall be submitted in trade cost breakdown format.

3.5.3.5. Cost estimates shall have a summary plus full back-up showing item of work, quantities, unit prices and amounts.

3.5.3.6. In the pre-construction tender stages the Cost Estimates shall also include Life Cycle Cost and Life Cycle Analysis to ensure sustainable design objectives are met.

3.5.3.7. In the event that the Consultant considers that the current Construction Cost Estimate will exceed the Construction Cost Limit, the Consultant shall immediately notify the Departmental Representative, and

3.5.3.7.1. If the excess is due to factors under the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Departmental Representative, and at no additional cost to Canada, make such changes or revisions to the design as may be necessary to bring the Construction Cost Estimate within the Construction Cost Limit; or

3.5.3.7.2. If the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the Departmental Representative. Such changes or revisions shall be undertaken by the Consultant at Canada's expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.

3.5.3.7.3. If the lowest price obtained by bid process or negotiation exceeds the Construction Cost Limit, and if the excess is due to reasons within the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Departmental Representative, and without additional charge, be full responsible for revising the project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the Construction Cost Limit.

3.5.4. Schedule Management Services

3.5.4.1. Schedule Management Services are required to prepare and monitor the project schedule through to the completion of the design process and to monitor construction progress. Schedule management shall generally be provided using industry accepted software to provide detailed bar charts and /or critical path schedules.

3.5.4.2. Submit in a timely manner to the Departmental Representative, for review, a time schedule for the consultant services to be performed, in detail appropriate to the size and complexity of the project, and in a format acceptable to the Departmental Representative.

3.5.4.3. Cooperate and co-ordinate all schedule information, with the General Contractor, for incorporation into the master schedule during *construction*.

3.5.4.4. Adhere to the approved time schedules and, if changes in the approved time schedule become necessary, indicate the extent of, and reasons for such changes, and submit to the Departmental Representative for approval.

3.5.5. Project Information, Decisions, Acceptances & Approvals

3.5.5.1. The Departmental Representative will provide, in a timely manner, project information, written decisions and requests, including acceptances and approvals relating to the Services provided by the Consultant.

- 3.5.5.2. No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the Professional or technical responsibility for the Services provided by the Consultant.

3.5.6.Changes in Services

- 3.5.6.1. Make changes in the Services to be provided for the Project, including changes which may increase or decrease the original scope of Services, when requested in writing by the Departmental Representative; and
- 3.5.6.2. Prior to commencing such changes, advise the Departmental Representative of any known and anticipated effects of the changes on the Construction Cost Estimate, Consultant fees, Project Schedule, and other matters concerning the Project.

3.5.7.Codes, By-laws, Licenses, Permits

- 3.5.7.1. Comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, review the design with those Public Authorities having jurisdiction in order that the consents, approvals, licenses and permits required for the project may be applied for and obtained.

3.5.8.Provision of Staff and Sub-Consultant Services

- 3.5.8.1. For proposed changes to the roles of any and all persons, including principals, to be employed by the Consultant to provide the Services for the Project, submit in writing, to the Departmental Representative for approval, the names, addresses, qualifications and experience of the proposed individual(s)
- 3.5.8.2. When fees are on a Payroll Cost basis, submit to the Departmental Representative, for approval, a statement of Payroll Costs, and any amendments thereof, for all persons to be employed by the Consultant to provide the Services for the Project.

3.5.9.Project Monitoring Reporting

- 3.5.9.1. Provide a system for documentation and project monitoring and reporting through each stage of project delivery, for approval by the Departmental Representative.
- 3.5.9.2. Prepare and submit monthly progress reports in a format agreed to with the Departmental Representative. The purpose of the report will be to review and monitor the progress of the work by the Consultant. The report shall:
- identify the progress of all deliverables,
 - identify all instances where the schedule or cost plan is not being met,
 - outline remedial measure(s) being taken and
 - identify any anticipated or potential problems to be addressed

3.5.10. Risk Management

- 3.5.10.1. The Consultant shall provide Risk Management services in accordance with Section 3 of Appendix C, "Doing Business with PWGSC – Pacific Region (Documentation and Submission Standards).
- 3.5.10.2. The Risk Management Plan is an evolving document that will change over the life of the project as risks change throughout different project phases.

3.5.11. Value Engineering/Analysis

- 3.5.11.1. In the Design phase of work, PWGSC may conduct a Value Engineering review in addition to the normal Quality Assurance review of the Consultant's work.
- 3.5.11.1.1. Purpose of the Value Engineering review is to provide a well-balanced emphasis on total determination of investment value that not only reduces capital and operating costs, but also provide a better overall product and

-
- 3.5.11.1.2. Provides the best alternative in terms of a value added quality performance, operating costs, environmental issues, etc.
 - 3.5.11.1.3. The Value Engineering review and possible best alternatives will be in addition to the three (3) alternative solutions to be presented by the Consultant for review at the Schematic Design stage of work required in the SOA.
 - 3.5.11.1.4. The Value Engineering/Analysis studies if performed will be at the early design stage to allow sufficient time for adoption of recommended alternatives without having any adverse effect on Project Schedule.
 - 3.5.11.1.5. Value Engineering and Analysis studies will be conducted in accordance with the following or similar acceptable methodology:
 - 3.5.11.1.5.1. Approach issues in terms of OUTPUTS/FUNCTIONS, rather than INPUTS, i.e. what is to be achieved/purpose rather than the process or what needs to be done.
 - 3.5.11.1.5.2. Create new ideas through brainstorming at integrated design session(s) with User Department, PWGSC and/or Independent experts, Consultant members including Sub/Specialist consultants, industry specialists and Contractors.
 - 3.5.11.1.5.3. Evaluate ideas and obtain consensus with all concerned on a short list of preferred value-added alternatives. Issues to be considered include:
 - 3.5.11.1.5.3.1. Project Cost
 - 3.5.11.1.5.3.2. Right-of-way acquisition
 - 3.5.11.1.5.3.3. Environmental footprint and aesthetics
 - 3.5.11.1.5.3.4. Constructability
 - 3.5.11.1.5.3.5. Road Safety
 - 3.5.11.1.5.3.6. Traffic Staging
 - 3.5.11.1.5.3.7. Schedule impacts
 - 3.5.11.1.5.3.8. Design Life and Long term maintenance costs
 - 3.5.11.1.5.3.9. Future flexibility
 - 3.5.11.1.5.4. Estimate Design Life and Life-Cycle costs of suggested alternatives.
 - 3.5.11.1.5.5. Rate each idea against advantages and disadvantages
 - 3.5.11.1.5.6. Prepare with Departmental Representative, User Department and other interested parties, a Risk Assessment List of consequences if individual ideas are adopted or rejected.
 - 3.5.11.1.5.7. Develop ideas into practical alternative concepts which suit current conditions.
 - 3.5.11.1.5.8. A final report of recommendations to be prepared for the Departmental Representative's consideration and approval.
 - 3.5.11.1.6. Consultant to incorporate approved ideas into design and construction documents in a timely fashion and
 - 3.5.11.1.7. Monitor and report on implementation.
 - 3.5.12. Resident Site Services During Construction
 - 3.5.12.1. Resident site services during construction as required in the Required Services Section.

3.5.12.2. Resident site services will be provided by the Consultant for the purpose of Quality Assurance, monitoring and reporting through the Construction stage of the project.

3.5.13. Additional Services

3.5.13.1. Additional Services, if required, will be determined in the manner set out in the SOA.

RS 4. PROJECT PLANNING SERVICES

4.1. GENERAL REQUIREMENTS

4.1.1. The purpose of this stage is to produce the necessary background and ancillary information required to schedule and deliver a cohesive, cost effective, quality project.

4.1.2. The following list identifies some reports/studies which may be required and to be produced by the Consultant:

4.1.2.1. Pavement Condition Rating Report

4.1.2.1.1. PWGSC rating system for Asphaltic Concrete and Bituminous Surface Treatments to be used.

4.1.2.1.2. Consultant to identify possible remedial action(s) and Class D cost estimates.

4.1.2.2. Bridge and Bridge-Culvert Rating Report

4.1.2.2.1. PWGSC 's Bridge Inspection Manual (BIM) to be used for assessing and rating Condition of structures.

4.1.2.2.2. Consultant to identify recommended action(s) based on condition assessment and Class D cost estimate for action.

4.1.2.3. In Service Road Safety Reviews

4.1.2.3.1. To TAC guidelines or other approved methodology.

4.1.2.3.2. Consultant to identify Collision Prone sites and recommends Collision Modification action(s) both short term and long term and likely Benefit/Cost ratio.

4.1.2.4. Traffic Studies

4.1.2.4.1. Through traffic and turning movement counts, vehicle classification, past and projected future growth rates.

4.1.2.4.2. Consultant to recommend improvements to facilitate traffic flow and/or improve Public Safety. Provide Class D cost estimates.

4.1.2.5. Geotechnical Investigation of Landslide/Settlement sites or Avalanche prone areas

4.1.2.5.1. View site,

4.1.2.5.2. If necessary collect samples, install instrumentation, conduct laboratory testing.

4.1.2.5.3. Confirm extent, likely cause; identify possible mitigation measures with Class D cost estimates.

4.1.2.6. Environmental Studies

4.1.2.6.1. Collect and create baseline inventory of flora, fauna, fish types/habitat, water quality, archaeological sites within a study corridor.

4.1.2.6.2. Perform Initial Screening or Environmental Effects Evaluation of a proposed project.

4.1.2.7. Feasibility Studies

4.1.2.7.1. Define limits/general scope and purpose of a potential project.

- 4.1.2.7.2. Identify Options (usually a minimum of 3) with Class D cost Estimates
- 4.1.2.7.3. Analysis and assess options and recommend a preferred option with written reasoning.

RS 5. PRE-DESIGN SERVICES.

5.1. GENERAL REQUIREMENTS

- 5.1.1. Obtain written authorization from the Departmental Representative before proceeding with Pre-design services.
- 5.1.2. Review and report on all aspects of the project requirements. The Consultant will further review and analyze all available Planning Information, consult with PWGSC Departmental Representative, User Department and Authorities having Jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. This report will form the basis for the scope of work for the remainder of the project and will be utilized throughout the project to guide the project delivery.

5.2. ROLE OF PWGSC

5.2.1. PWGSC will:

- 5.2.1.1. Provide all available background reports and technical data
- 5.2.1.2. Provide all available drawings and plans;
- 5.2.1.3. Review and provide a Quality Assurance (QA) report on the Consultant's Pre-Design Report;
- 5.2.1.4. Review revisions and Consultant's rebuttal if any to PWGSC's QA report;
- 5.2.1.5. Review and Approve the Final Pre-design Report;
- 5.2.1.6. Authorize Consultant to proceed to Schematic Design;
- 5.2.1.7. Other.

5.3. RESPONSIBILITIES OF THE CONSULTANT

5.3.1. The scope and activities shall include but are not limited to the following:

5.3.1.1. Administrative:

- 5.3.1.1.1. Provide information and advice during the Project Start-up meeting and subsequent meetings;
- 5.3.1.1.2. Outline the Consultant's Quality Management process.
- 5.3.1.1.3. Confirm that all necessary pre-design documentation required for this project is available and confirm that all information is still current and up-to-date. If not, notify the Departmental Representative of any missing and/or out-of-date. Identify likely cost and schedule to collect and by whom.

5.3.1.2. Regulatory Analysis:

- 5.3.1.2.1. Review and analyze regulatory and statutory requirements;
- 5.3.1.2.2. Identify and verify all authorities having jurisdiction over the project;
- 5.3.1.2.3. Identify applicable codes, regulations and standards;
- 5.3.1.2.4. Prepare Regulatory Analysis section of the Pre-design Report;
- 5.3.1.2.5. Other

5.3.1.3. Project Scope of Work Review

- 5.3.1.3.1. Review and analyze all available reports, studies and data available;
- 5.3.1.3.2. Confirm Design standards and User Requirements, the engineering and other consulting services required.

5.3.1.4. Site Analysis:

- 5.3.1.4.1. Review and analyze all available reports, studies and data. If authorized by PWGSC collect any missing or additional information required.
- 5.3.1.4.1.1. Existing topography, location of man-made features such as signs, buildings, guiderails, poles, retaining walls, drainage structures, etc;
- 5.3.1.4.1.2. Existing site plans;
- 5.3.1.4.1.3. In-situ soil conditions (Geotechnical)
- 5.3.1.4.1.4. Municipal infrastructure: conduct authorized field investigations required to verify and/or confirm existing site utilities and their capacities and present condition.
- 5.3.1.4.1.5. Historical and Archaeological site features
- 5.3.1.4.1.6. Environmental and aesthetic features i.e. fish habitat, bird nesting sites, bear dens, rare and endangered flora sites, unique viewpoints.
- 5.3.1.4.1.7. Existing drainage patterns and capacity of existing drainage structures.
- 5.3.1.4.1.8. Prepare Site Analysis section of the Pre-design Report with necessary drawings and plans.
- 5.3.1.5. Budget, Schedule and Risk Analysis:
 - 5.3.1.5.1. Review and analyze the project budget and schedule data, constraints and opportunities;
 - 5.3.1.5.2. Advise and recommend budget and schedule modifications and outline risk implications and mitigation strategies.
 - 5.3.1.5.3. Prepare Class "D" cost estimates;
 - 5.3.1.5.4. Prepare Budget, Schedule and Risk Analysis section of the Pre-Design Report.
- 5.3.1.6. Pre-Design Report
 - 5.3.1.6.1. Prepare and submit an integrated draft Pre-Design Report for review and approval by the Departmental Representative
 - 5.3.1.6.2. Revise as required by the Departmental Representative and re-submit for acceptance.
 - 5.3.1.6.3. The Report will consolidate the "Service Requirements" identified above and will be utilized as the benchmark project control document to monitor progress of the project.
 - 5.3.1.6.4. The Report will be used as a basis for monthly reporting of progress and will require modifications to reflect changes in project parameters, schedule as may be identified and approved throughout the project life cycle.
 - 5.3.1.6.5. Pre-Design Report content shall include but is not limited to the following:
 - 5.3.1.6.5.1. Executive Summary – which is provide a summary of the Pre-Design Report and outline any recommendations requiring PWGSC Departmental Representative approval;
 - 5.3.1.6.5.2. Regulatory Analysis
 - 5.3.1.6.5.3. Project Scope of Work Review
 - 5.3.1.6.5.4. Site Analysis
 - 5.3.1.6.5.5. Budget, Schedule and Risk Analysis
 - 5.3.1.6.5.6. Responses to PWGSC's Quality Assurance Report – in Final version include a copy of the written response to all comments provided by PWGSC on the Draft version of the Pre-Design Report.

RS 6. SCHEMATIC DESIGN SERVICES

6.1. GENERAL REQUIREMENTS

- 6.1.1. The Consultant must obtain written authorization from the Departmental Representative before proceeding with Schematic Design.
- 6.1.2. The objective of the Schematic Design stage is to explore three or more distinctly different design schemes, to allow comparison, analysis against Project requirements and selection of a preferred option for final Design Development.
- 6.1.3. The Schematic Design is to be presented in drawing format (to scale), fully integrated and supported by three or more distinctly different engineering solutions, along with proposed design x-section(s)/massing models, site photographs and narrative description.
- 6.1.4. Departmental Representative will choose one (1) option to be further developed. Although the Consultant is required to identify a preferred option, the Departmental Representative will determine and advise the Consultant on the most appropriate option to proceed to Design Development.

6.2. ROLE OF PWGSC

6.2.1. PWGSC will:

- 6.2.1.1. Organize the integrated Design Workshops;
- 6.2.1.2. Review and comment on preliminary Consultant submissions;
- 6.2.1.3. Review and provide a quality assurance report on the Consultant's Schematic Design Report;
- 6.2.1.4. Review and accept the amended Work Breakdown structure for the project;
- 6.2.1.5. Review and accept the final Schematic Design Report; and
- 6.2.1.6. Authorize Consultant to proceed to Design Development.

6.3. RESPONSIBILITIES OF THE CONSULTANT

6.3.1. The Consultant's scope and activities shall include but are not limited to the following:

- 6.3.1.1. Administrative:
 - 6.3.1.1.1. Manage and provide information and advice during integrated Design Workshops, create and issue record of workshop findings;
 - 6.3.1.1.2. Confirm Quality Management process for the Consultant and implement it.
- 6.3.1.2. Regulatory
 - 6.3.1.2.1. Prepare Preliminary code and standards analysis.
- 6.3.1.3. Site Analysis and Design Options:
 - 6.3.1.3.1. Drawings, renderings and supporting documentation illustrating each design option and impact on the existing site.
 - 6.3.1.3.2. Site features and restrictions i.e. landscape features, topographical features, climatic influences, setback requirements, easements, existing buildings, railways and/or other structures, drainage patterns and structures, etc.
 - 6.3.1.3.3. In situ soil conditions
 - 6.3.1.3.4. Gravel and common borrow sources
 - 6.3.1.3.5. Municipal infrastructure, underground and above grade services, including capacities and limitations (i.e. storm water drainage, sewage disposal, fire protections, domestic water, power, telecommunications, etc).
 - 6.3.1.3.6. Historical site features
 - 6.3.1.3.7. Archaeological features

6.3.1.3.8. Environmental features including sustainable design strategies i.e. storm water management, landscaping, recycling materials, etc.

6.3.1.4. Budget, Schedule and Risk Analysis:

6.3.1.4.1. Prepare:

6.3.1.4.1.1. Updated budget and Class C construction cost estimate

6.3.1.4.1.2. Milestone project schedule including allowances for reviews and approvals for each stage of the project life cycle;

6.3.1.4.1.3. Risk implications and mitigation strategies; and

6.3.1.4.1.4. Updated Work Breakdown Structure.

6.3.1.5. Schematic Design Report

6.3.1.5.1. Prepare and submit a draft Schematic Design Report for review and approval by the Departmental Representative.

6.3.1.5.2. Revise as required by the Departmental Representative and re-submit for acceptance

6.4. SCHEMATIC DESIGN REPORT

6.4.1. The Consultant shall prepare and submit a draft Schematic Design Report including a minimum of three (3) engineering options for review and acceptance by the Departmental Representative.

6.4.2. Schematic Design Report to contain sufficient documentation, plans and drawings, calculations, Class "C" cost estimates, etc to describe the options, advantages and disadvantages of each; such that the Departmental Representative can make an informed and reasonable decision as to which option goes forward to Design Development..

6.4.3. The Consultant shall deliver presentation(s) at session(s) arranged by the Departmental Representative.

6.4.4. Content of the Schematic Design Report shall include but is not limited to the following:

6.4.4.1. Executive Summary which is provide a summary of the Schematic Design Report and outline any recommendations requiring PWGSC Departmental Representative approval;

6.4.4.2. Regulatory Analysis

6.4.4.3. Project Scope of Work and Design Options Analysis

6.4.4.4. Site Analysis for each Design Option

6.4.4.5. Budget, Schedule and Risk Analysis for each Option

6.4.4.6. Recommended Preferred Option with reasoning

6.4.4.7. Updated Project Schedule and Consultant's Budget

6.4.4.8. Responses to PWGSC's Quality Assurance Report – in Final version include a copy of the written response to all comments provided by PWGSC on the Draft version of the Schematic Design Report.

RS 7. DESIGN DEVELOPMENT SERVICES

7.1. GENERAL REQUIREMENTS

7.1.1. The objective of the Design Development stage is to further refine and develop the design option selected at the end of the Schematic Design phase.

7.1.2. The Consultant must obtain written authorization from the PWGSC Departmental Representative before proceeding with Design Development.

7.2. ROLE OF PWGSC

7.2.1.PWGSC will:

- 7.2.1.1. Organize integrated Design Workshop(s);
- 7.2.1.2. Review and comment on preliminary Consultant submissions or requests for information;
- 7.2.1.3. Apply for Treasury Board "Effective Project Approval";
- 7.2.1.4. Review and provide a Quality Assurance report on the Consultant's draft Design Development Report;
- 7.2.1.5. Review and comment on Consultant's response to the QA report.
- 7.2.1.6. Review and accept the Final Design Development Report.
- 7.2.1.7. Authorize Consultant to proceed to Construction Document Preparation stage.

7.3. RESPONSIBILITIES OF THE CONSULTANT

7.3.1.The Consultant's scope and activities shall include but are not limited to the following:

- 7.3.1.1. Administrative:
 - 7.3.1.1.1. Manage and provide information and advice during:
 - 7.3.1.1.1.1. Integrated Design Workshops;
 - 7.3.1.1.1.2. Information exchange meetings;
 - 7.3.1.1.2. Confirm Consultant's Quality Management process and implement it.
 - 7.3.1.1.3. Issue minutes of meetings and records of decisions/directions given.
- 7.3.1.2. Regulatory:
 - 7.3.1.2.1. Refine, develop and prepare:
 - 7.3.1.2.1.1. Detailed Code analysis
 - 7.3.1.2.1.2. Detailed Standards analysis;
- 7.3.1.3. Site Design:
 - 7.3.1.3.1. Refine, develop and prepare site plans including:
 - 7.3.1.3.1.1. Site features and restrictions i.e. landscape features, topographical features, climatic influences, setback requirements, easements, existing buildings and/or structures, signs, utilities, etc.
 - 7.3.1.3.1.2. In situ soil conditions
 - 7.3.1.3.1.3. Drainage patterns and associated structures
 - 7.3.1.3.1.4. Municipal infrastructure, above and below ground, including capacities, condition and limitations i.e. storm water drainage, sewer disposal, fire protection, domestic water, power, telecommunications, etc.;
 - 7.3.1.3.1.5. Historic site features;
 - 7.3.1.3.1.6. Archaeological features; and
 - 7.3.1.3.1.7. Environmental features including strategies for storm water management, landscaping, re-cycling, protection of endangered flora and fauna, fish habitat compensation.
- 7.3.1.4. Design:
 - 7.3.1.4.1. The Consultant is responsible for all design activities including but not limited to refine, develop and prepare detailed design drawings, calculations and descriptions for
 - 7.3.1.4.1.1. Grading and geometric design for roadways, parking lots, trails, viewpoints, campgrounds
 - 7.3.1.4.1.2. Fencing, guiderails, etc.
 - 7.3.1.4.1.3. Pavement design
 - 7.3.1.4.1.4. Retaining walls

- 7.3.1.4.1.5. Foundations and bridges
- 7.3.1.4.1.6. Pavement markings, signing, lighting, etc.
- 7.3.1.4.1.7. Seeding and planting
- 7.3.1.4.1.8. Surface Drainage/erosion protection design
- 7.3.1.4.1.9. Sewer/water /storm water design
- 7.3.1.4.1.10. Construction staging, detours and temporary signage
- 7.3.1.4.1.11. Special construction and demolitions, including heritage structures, hazardous materials abatement and disposal, etc.
- 7.3.1.4.1.12. Environmental mitigation methods, fish habitat compensation;
- 7.3.1.4.1.13. Listing of technical specifications, including identification of all components and finishes, and sustainable procurement strategies.
- 7.3.1.5. Budget, Schedule and Risk Analysis:
 - 7.3.1.5.1. Prepare Updated:
 - 7.3.1.5.1.1. Consultant Budget and Class "B" construction cost estimate;
 - 7.3.1.5.1.2. Project schedule modifications, including allowances for reviews and approvals for each stage of the project life cycle;
 - 7.3.1.5.1.3. Risk implications and mitigation strategies; and
 - 7.3.1.5.1.4. Consultant's Work Breakdown Structure.

7.4. DESIGN DEVELOPMENT REPORT

- 7.4.1. Consultant shall prepare and submit a Draft Design Development Report for review by the Departmental Representative.
- 7.4.2. Revise as requested by the Departmental Representative
- 7.4.3. Re-submit for formal acceptance by the Departmental Representative
- 7.4.4. The Report will consolidate the scope and activities identified above and will continue to be utilized as a benchmark project control document to monitor progress of the project.
- 7.4.5. The Consultant shall deliver presentation(s) at sessions(s) arranged by the Departmental Representative.
- 7.4.6. The Design Development Report shall include, but is not limited to the following:
 - 7.4.6.1. Executive Summary which is provide a summary of the Design Development Report and outline any recommendations requiring PWGSC Departmental Representative approval;
 - 7.4.6.2. Regulatory Analysis
 - 7.4.6.3. Site Design
 - 7.4.6.4. Detailed Design
 - 7.4.6.5. Budget, Schedule and Risk Analysis
 - 7.4.6.6. Updated Project Schedule and Consultant's Budget
 - 7.4.6.7. Responses to PWGSC's Quality Assurance Report – in Final version include a copy of the written response to all comments provided by PWGSC on the Draft version of the Design Development Report.

RS 8. CONSTRUCTION DOCUMENT SERVICES

8.1. GENERAL REQUIREMENTS

- 8.1.1. The objective of this Phase is to translate the design development documents into construction drawings, specifications and unit price table, to communicate design intentions and to guide the Contractor.

8.1.2. The Consultant must obtain written authorization from the Departmental Representative before proceeding with Construction Documents.

8.1.3. Construction Tender Documents are to be created in accordance with PWGSC's General Procedures & Standards Document.

8.2. ROLE OF PWGSC

8.2.1. PWGSC will:

- 8.2.1.1. Organize Integrated Review sessions at 66%, and 99% stages through the construction tender document preparation phase or as noted in the individual Call-up Terms of Reference.
- 8.2.1.2. Review and comment on preliminary Consultant submissions or requests for information;
- 8.2.1.3. Review and provide a Quality Assurance report on the Consultant's submissions at the 66% and 99% stages;
- 8.2.1.4. Review and comment on Consultant's response to the QA reports.
- 8.2.1.5. Review and accept the revised construction tender documents at 66% and 99% ;
and
- 8.2.1.6. Formally accept documents ready for Tender

8.3. RESPONSIBILITIES OF THE CONSULTANT

8.3.1. The Consultant's scope and activities shall include but are not limited to the following:

8.3.1.1. Administrative:

- 8.3.1.1.1. Manage and provide information and advice during the Integrated Review sessions;
- 8.3.1.1.2. Update Consultant's Quality Management process including Consultant fee and disbursement cost budget;
- 8.3.1.1.3. Consultant is to undertake its own Quality Control process and must review, correct and co-ordinate (between disciplines, sub-consultants) its documents before issuing them to PWGSC. A record of its review is to be included in its submission to PWGSC.
- 8.3.1.1.4. Issue minutes of meetings and records of decisions/directions given.

8.3.1.2. Regulatory

- 8.3.1.2.1. Complete detailed standards analysis;

8.3.1.3. Scope and Activities

- 8.3.1.3.1. Clarify special procedures/construction requirements i.e. phased construction, handling hazardous materials;
- 8.3.1.3.2. Establish a Quality Control process for the construction and contract administration stage;
- 8.3.1.3.3. Prepare and submit drawings and specifications at the required stages (66%, 99% and final);
- 8.3.1.3.4. Provide written response to all review comments and incorporate them into Construction tender documents;
- 8.3.1.3.5. Obtain acceptance of submissions at the various stages;
- 8.3.1.3.6. Advise as to the progress of developing cost estimates and submit updated cost estimates as the project develops;
- 8.3.1.3.7. Update the project schedule at each submission;
- 8.3.1.3.8. Prepare and submit the final Class A construction cost estimate;

- 8.3.1.3.9. Submit all engineering calculations;
- 8.3.1.3.10. Review and recommend materials, construction processes and specifications to meet sustainable development objectives/environmental mitigation.
- 8.3.1.4. Integrated Review Sessions
 - 8.3.1.4.1. Production of construction documents and cost estimates will be reviewed during the meetings arranged by the Departmental Representative, as well as project schedule;
 - 8.3.1.4.2. Representatives from PWGSC and User Departments will be present as arranged by the Departmental Representative;
 - 8.3.1.4.3. Consultant shall ensure that its staff and the sub-consultant representatives attend the review sessions as required;
 - 8.3.1.4.4. Consultant shall arrange for all necessary data, progress prints, etc.
 - 8.3.1.4.5. Prepare and submit a written response to the Departmental Representative, to all comments provided by PWGSC and/or User Department.

8.4. DELIVERABLES - GENERAL

- 8.4.1. Deliverables identified are typical for most projects, but must be customized by the Consultant for the specific requirements of a Project.
- 8.4.2. Completeness and accuracy of the work should reflect the stage of a submission;
- 8.4.3. Items to be included (but are not limited to) are identified below for each submission stage.

8.5. 66% SUBMISSION STAGE DELIVERABLES

- 8.5.1. A Class "B" construction cost estimate;
- 8.5.2. An updated Project schedule;
- 8.5.3. Construction Drawings;
 - 8.5.3.1. Drawings should reflect 66% completeness with all Plan, Elevation, Details and Sections shown.
- 8.5.4. Specifications:
 - 8.5.4.1. Index to specifications
 - 8.5.4.2. Draft Division Specifications
 - 8.5.4.3. Draft Unit Price table

8.6. 99% COMPLETE CONSTRUCTION DOCUMENTS

- 8.6.1. Fully coordinated as if ready for tender;
- 8.6.2. This submission incorporates all revisions required by the review of the previous submission;
- 8.6.3. Provide a written response to the Departmental Representative to review comments made at 66% submission.
- 8.6.4. The Consultant shall submit documents to the PWGSC Departmental Representative, local municipality, or any other Authority Having Jurisdiction.
- 8.6.5. The submittal shall include:
 - 8.6.5.1. A Class "A" construction Cost Estimate,
 - 8.6.5.2. An updated unit price table,
 - 8.6.5.3. An updated Project schedule and Consultant Budget forecast,
 - 8.6.5.4. Construction Drawings
 - 8.6.5.4.1. Drawings should reflect 99% completeness with a complete design without any unfinished details.

8.6.5.5. Complete Specifications:

- 8.6.5.5.1. Specifications should be complete with all Sections and thoroughly coordinated with the Drawings and Unit Price Table.

8.7. FINAL (100%) CONSTRUCTION DOCUMENT SUBMISSION

- 8.7.1. This submission incorporates all revisions required by the review of the previous submission.
- 8.7.2. The Consultant shall submit documents to the PWGSC Project Manager, local municipality, or any other Authority Having Jurisdiction;
- 8.7.3. The submittal shall include:
- 8.7.3.1. An updated Class "A" construction cost estimate;
 - 8.7.3.2. An Unit Price Table;
 - 8.7.3.3. An updated Project Schedule and Consultant Budget forecast;
 - 8.7.3.4. Construction Drawings & Specifications
 - 8.7.3.4.1. As per PWGSC's General Procedures & Standards document.
 - 8.7.3.5. Written response to PWGSC's comments on previous submittal;
 - 8.7.3.6. Advise the PWGSC Departmental Representative of all issues raised by other officials and all Consultants' responses.

RS 9. TENDER SERVICES

9.1. GENERAL REQUIREMENTS.

- 9.1.1. The object of this Phase is to support the Departmental Representative with the tender;
- 9.1.2. PWGSC will undertake Public Tendering of the Project through its Real Property Contracting (RPC) branch.

9.2. SCOPE AND ACTIVITIES

- 9.2.1. When requested, the Consultant will be required to :
- 9.2.1.1. Provide the Departmental Representative with information required by Bidders to correctly interpret construction documents.
 - 9.2.1.2. Prepare addenda, in response to all questions within two (2) business days during the bidding period and submit to Departmental Representative,
 - 9.2.1.3. Attend pre-tender site visit,
 - 9.2.1.4. During Bid Review and Analysis, assist the Departmental Representative, as required, by analyzing and reconciling any differences between pre-tender estimates and submitted bids,
 - 9.2.1.5. If PWGSC decides to re-tender the project, or any specific tender package, provide full services to the Departmental Representative.

RS 10. CONSTRUCTION ADMINISTRATION SERVICES

10.1. CONSTRUCTION SUPPORT SERVICE (NON-RESIDENT)

10.1.1. General

- 10.1.1.1. The objective of this service is to support the Departmental Representative with the construction phase and ensure the quality, budget and schedule of the Project.

10.1.2. Scope and Activities

10.1.2.1. The Consultant shall:

- 10.1.2.1.1. Visit the site as required to monitor performance of the Contractor and review work at regular intervals to determine conformity with the Contract Documents and keep Departmental Representative informed of work progress.

- 10.1.2.1.1.1. Reject unsatisfactory work,
- 10.1.2.1.1.2. Provide written reports.
- 10.1.2.1.2. Authorize special tests, inspections and minor works that do not impact project cost and schedule,
- 10.1.2.1.3. Review shop drawings and provide copies to the Departmental Representative
- 10.1.2.1.4. Provide an updated project schedule, based on Contractor's submissions and on-site performance
- 10.1.2.1.5. Interpret contract documents as required and provide any additional drawings or specifications required to clarify, interpret or supplement Construction Documents,
- 10.1.2.1.6. Furnish supplemental instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by PWGSC and the Contractor,
- 10.1.2.1.7. Review and comment on various documents such as Contractor's Progress Claims and updated schedules,
- 10.1.2.1.8. Offer timely technical advice time on all disputes and claims between PWGSC and the Contractor,
- 10.1.2.1.9. Recommend the amounts owing to the Contractor based on work progress,
- 10.1.2.1.10. Prepare and sign the Certificate of Substantial (Interim) Completion,
- 10.1.2.1.11. For Changes to the work:
 - 10.1.2.1.11.1. Prepare CCN's and COs, to be issued by the Departmental Representative.
- 10.1.2.1.12. For Cost Estimating Services:
 - 10.1.2.1.12.1. Evaluate change orders; claims, work completed and cash flow.
 - 10.1.2.1.12.2. After issue of contract provide details for evaluating the project's cost performance
- 10.1.2.1.13. For Scheduling Services:
 - 10.1.2.1.13.1. Review contractor's monthly schedule report and report findings and recommendations to the Departmental Representative for further discussion with the Contractor.
- 10.2. CONSTRUCTION SUPPORT SERVICES ON SITE
 - 10.2.1. General
 - 10.2.1.1. The object of the Resident Site services is to ensure the presence of a Consultant's representative on site to inspect, co-ordinate, measure for payment and monitor all aspects of the work during the construction of the project, and liaise with the Contractor, PWGSC, and other agencies as appropriate to the work.
 - 10.2.2. Qualifications of the Resident Site Representative
 - 10.2.2.1. The Resident Site representative must fully qualified and experienced. The Resident Site Representative shall be a Professional Engineer licensed to provide the necessary professional services to the full extent that may be required by Provincial law in the Province/Territory of the project. The Resident Site Representative can also be a resident construction inspection technologist with a minimum of ten (10) years of relevant recent experience under the supervision of a Professional Engineer.
 - 10.2.3. Scope and Activities

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- 10.2.3.1. The Consultant will be required to provide resident inspection services for the period of construction and for other times periods as directed by the Departmental Representative.
- 10.2.3.1.1. Consultant is to provide a survey crew when necessary to make measurements for monthly progress payments and for final payment.
- 10.2.3.2. The Consultant Resident Site representative is responsible for providing resident inspection for all aspects of the Project, maintaining daily records of all construction work placed. He is to ensure constant communication amongst the Departmental Representative, Design Consultant, Contractor, and the Provincial Department of Labour.
- 10.2.3.3. The Consultant Resident Site representative shall:
- 10.2.3.3.1. Be directly responsible to the Consultant.
- 10.2.3.3.2. Become thoroughly familiar with the Contract documents and be aware of all Provincial and Municipal standards for the health and safety of construction workers;
- 10.2.3.3.3. If work is within a National Park or Historic Site comply with Parks Canada Agency regulations, policies and requirements
- 10.2.3.3.4. Become thoroughly familiar with the requirements of the Consultant's Terms of Reference and Project responsibilities of Others, which relate to his/her services.
- 10.2.3.3.5. Specific Duties and Responsibilities:
- 10.2.3.3.5.1. Provide full time resident inspection, co-ordination and monitoring during the construction work and be responsible to the Consultant. In addition, the Departmental Representative may delegate additional responsibilities subject to Consultant's agreement,
- 10.2.3.3.5.2. Maintain daily records of all construction work placed and ensure constant communication amongst Departmental Representative, the Contractor, and the appropriate User Department Representative,
- 10.2.3.3.5.3. Co-ordinate and direct an assistant as approved by the Departmental Representative,
- 10.2.3.3.5.4. In case of emergencies, the Consultant Resident Site representative is empowered to stop the work or
- 10.2.3.3.5.5. Give orders to protect the Safety of the workers or Crown property.
- 10.2.3.3.6. Inspection and Reporting
- 10.2.3.3.6.1. The Consultant Resident Site representative shall inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, and Departmental Representative any discrepancies between the work, the contract documents and accepted construction procedures. He shall keep a daily log of such inspections and shall issue a weekly written report to the Consultant, both for distribution, in the form directed. The Resident Site representative shall make any other reports or surveys as may be requested by the Departmental Representative through the Consultant.
- 10.2.3.3.7. Interpretation of the Contract Documents
- 10.2.3.3.7.1. Interpretation of the contract documents shall be the responsibility of the Consultant. The Consultant may, however, have the Resident Site

representative provide him with information regarding job conditions and may require him to relay day-to-day instructions to the Contractor. It shall be the duty of the Resident Site representative to assist the Consultant and further inform the Consultant of any anticipated problems, which may delay the progress of the work. The method of relaying such information shall be determined by the Consultant.

10.2.3.3.8. Changes in the Work

10.2.3.3.8.1. The Resident Site representative shall not authorize or order any change in the work, which will constitute a change in design or in the value of the contract except as delegated by the Departmental Representative. The Consultant may call upon the Resident Site representative to assist in the evaluation of changes in the work, where knowledge of job conditions is required.

10.2.3.3.9. Communications & Liaison

10.2.3.3.9.1. The Resident Site Representative shall:

10.2.3.3.9.1.1. Convey the Consultant's instructions regarding the required standards of workmanship to the Contractor(s),

10.2.3.3.9.1.2. For Specifications confer and obtain guidance on these findings with the Consultant. The matter is then to be brought to the attention of the Contractor's Superintendent. Although informal discussions with Sub-trade Superintendents are usually permissible, (but only with the agreement of the Contractor), the Resident Site representative should not deal directly with foreman or tradesmen, or interfere with the progress of the work,

10.2.3.3.9.1.3. Communicate formally with the Contractor via memorandum form only. When this form is issued, the Resident Site representative must immediately file copies with PWGSC and the Consultant,

10.2.3.3.9.1.4. Contact the Consultant immediately when it is apparent that information or action is required of the Consultant, e.g. general instructions, clarifications, sample of shop drawing approvals, requisitions, contemplated change orders, site instructions, details, drawings, etc,

10.2.3.3.9.1.5. Accompany PWGSC representatives on inspections and report to the Consultant requirements, comments or instructions of the PWGSC's forces. Note that the Resident Site Representative should encourage such requirements, comments or instructions to be provided to him in writing,

10.2.3.3.9.1.6. Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Consultant with comments,

10.2.3.3.9.1.7. Ensure that the Departmental Representative and the Consultant are notified promptly when key pieces and/or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.

10.2.3.3.10. Daily Log

10.2.3.3.10.1. The Resident Site Representative shall keep a daily log recording:

- 10.2.3.3.10.1.1. Weather conditions, particularly unusual weather relative to construction activities in progress,
- 10.2.3.3.10.1.2. Major material and equipment deliveries,
- 10.2.3.3.10.1.3. Daily activities and major work done;
- 10.2.3.3.10.1.4. Start, stop or completion of activities;
- 10.2.3.3.10.1.5. Presence of inspection and testing firms, tests taken, results, etc;
- 10.2.3.3.10.1.6. Unusual site conditions experienced;
- 10.2.3.3.10.1.7. Significant developments, remarks, etc;
- 10.2.3.3.10.1.8. Communications with the Contractor;
- 10.2.3.3.10.1.9. Special Visitors on site;
- 10.2.3.3.10.1.10. Authorities given contractor to undertake certain or hazardous works;
- 10.2.3.3.10.1.11. Traffic Collisions or reports of damage to private vehicles passing through work area.
- 10.2.3.3.10.1.12. Environmental incident(s);
- 10.2.3.3.10.1.13. Reports, instructions Appropriate Authorities Response Actions

Note: The log is the personal property of the Resident Site representative. Copies of the logbook, certified as true copies, are to be provided to PWGSC and Consultant at the end of the project.

10.2.3.3.11. Weekly Records

10.2.3.3.11.1. The Resident Site representative shall prepare weekly reports for the Consultant in the form directed:

- 10.2.3.3.11.1.1. Progress relative to schedule;
- 10.2.3.3.11.1.2. Major activities commencing or completed during the week; main activities now in progress;
- 10.2.3.3.11.1.3. Major deliveries of materials and/or equipment;
- 10.2.3.3.11.1.4. Difficulties which may cause delays in completion;
- 10.2.3.3.11.1.5. Materials and labour needed immediately
- 10.2.3.3.11.1.6. Cost estimates of work completed and materials delivered;
- 10.2.3.3.11.1.7. Outstanding information or action required by Consultant or Departmental Representative
- 10.2.3.3.11.1.8. Work force;
- 10.2.3.3.11.1.9. Weather;
- 10.2.3.3.11.1.10. Remarks;
- 10.2.3.3.11.1.11. Accidents/collisions on site;
- 10.2.3.3.11.1.12. Environmental incident(s)
- 10.2.3.3.11.1.13. Life safety hazards caused by the work, the Contractor or its agents

10.2.3.3.12. Site Records

10.2.3.3.12.1. The Resident Site representative shall maintain orderly and updated files at the site for the use of the Departmental Representative, Consultant and himself as follows:

- 10.2.3.3.12.1.1. Contract and Tender Documents;
- 10.2.3.3.12.1.2. Approved Shop Drawings;

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- 10.2.3.3.12.1.3. Approved Samples;
 - 10.2.3.3.12.1.4. Samples;
 - 10.2.3.3.12.1.5. Site Instructions;
 - 10.2.3.3.12.1.6. Site specify safety plan provided by the Contractor;
 - 10.2.3.3.12.1.7. Contemplated Change Orders;
 - 10.2.3.3.12.1.8. Change Orders;
 - 10.2.3.3.12.1.9. Memoranda;
 - 10.2.3.3.12.1.10. Test and Deficiency Reports;
 - 10.2.3.3.12.1.11. Correspondence and Minutes of Meetings;
 - 10.2.3.3.12.1.12. Names, addresses, telephone numbers of Departmental Representatives, Consultant and all Contractors, sub-trades key personnel associated with the contract; including home telephone numbers in case of emergencies;
 - 10.2.3.3.12.1.13. In addition, the Resident Site representative shall maintain an updated progress schedule,
 - 10.2.3.3.12.1.14. A reproduction of the of the original contract drawings shall be carefully preserved and shall be kept marked up to date with all addenda, change orders, site instructions, details, as-built conditions, etc., issued subsequent to the award of the contract
 - 10.2.3.3.13. Inspection of the Work
 - 10.2.3.3.13.1. The Resident Site representative shall make on site observations and spot checks of the work to determine whether the work, materials and equipment conform to the contract documents and supplementary conditions. The Site consultant's representative shall advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Consultant and PWGSC Construction Representative any of these on which the Contractor is tardy or refuses to correct;
 - 10.2.3.3.13.2. The Resident Site representative shall arrange for the Consultant's Geotechnical Engineer to make the periodic inspections required by the Consultant's contract, and for these inspections to be made timely with respect to the progress of the work.
 - 10.2.3.3.13.3. The Resident Site representative shall also report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
 - 10.2.3.3.13.4. The Resident Site representative shall assist in the preparation of all deficiency reports, interim, preliminary, and final, in collaboration with the PWGSC and Consultant's representatives.
 - 10.2.3.3.13.5. The Resident Site representative shall be responsible for the measurement of all work to be done on a unit-cost basis.
 - 10.2.3.3.14. Site Meetings
 - 10.2.3.3.14.1. The Resident Site representative shall attend all job-site meetings.
 - 10.2.3.3.15. Inspection and Testing
 - 10.2.3.3.15.1. The Resident Site representative must see that the tests and inspections required by the contract documents are conducted, and should observe these tests and report the results in the daily log;

10.2.3.3.15.2. The Consultant must be notified if the test results do not meet the specified requirements, or if the Contractor does not have tests undertaken as required.

10.2.3.3.16. Emergencies

10.2.3.3.16.1. In case of emergency where safety of persons or property is concerned or work is endangered by the actions of the Contractor or the elements, to safeguard the interests of PWGSC, the Resident Site representative shall give immediate written notice to the Contractor of the possible hazard. He shall further, if necessary, stop the work or give orders for remedial work, and contact the Consultant immediately for further instruction.

10.2.3.3.17. Limitations

10.2.3.3.17.1. The Resident Site representative shall not:

10.2.3.3.17.1.1. Authorize deviations from the contract documents.

10.2.3.3.17.1.2. Conduct tests.

10.2.3.3.17.1.3. Approve shop drawings or samples.

10.2.3.3.17.1.4. Advise the user-department in any matter without obtaining guidance from the Consultant

10.2.3.3.17.1.5. Accept any work or portions of the Project

10.2.3.3.17.1.6. Enter into the area of responsibility of the Contractor's Field Superintendent.

10.2.3.3.17.1.7. Stop the work unless convinced that an emergency exists as noted above.

10.2.3.3.18. Hazardous Construction Operations

10.2.3.3.18.1. It is the duty of the Resident Site representative to examine all site conditions and methods to be used by the Contractor undertaking hazardous operations.

10.2.3.3.18.2. Give written authority to undertake hazardous operations to the Contractor, when fully satisfied that all necessary precautions and acts have been taken by the Contractor to safeguard the life safety of the workers and travelling Public and Crown property. Written authority shall be countersigned by the Contractor to acknowledge that the latter is aware of the Resident Site representative's instructions and requirements and both parties will retain copies of the authority document signed mutually by them

10.2.3.3.18.3. The Resident Site representative shall inspect the areas where hazardous work is under way to ensure that the Contractor is maintaining the agreed safety standards. Any infractions may result in the Resident Site representative stopping the work. All infractions, or work stoppages ordered shall be reported in writing and verbally to the Consultant and PWGSC Construction Supervisor.

10.2.3.3.19. Site Security

10.2.3.3.19.1. Site security is the ultimate responsibility of the Contractor, Resident Site Representative to observe/record measures undertaken by the Contractor.

10.2.3.3.19.2. The Resident Site representative will liaise closely with the Consultant and PWGSC Departmental Representative on all security

- and/or safety problems that may arise due to the Contractor's operations.
- 10.2.3.3.20. Site Surveys
- 10.2.3.3.20.1. The Consultant is required to acquire all the necessary site survey information necessary to complete the project and to calculate quantities for payment.
- 10.2.3.3.21. Additional Services
- 10.2.3.3.21.1. Additional Services, if required, shall be as described elsewhere in the Agreement and shall be determined in the manner set out in the "Calculation of Fees" and "Agreement Particulars" clauses.
- 10.2.3.3.22. Site Office
- 10.2.3.3.22.1. Site Office and basic furniture shall be provided by the Contractor, Consultant to provide the Resident Site representative with all necessary equipment, vehicle, tools, office supplies including computer, phones, etc to conduct his duties and responsibilities.
- 10.2.3.3.23. Substantial (Interim) Inspection
- 10.2.3.3.23.1. When PWGSC is satisfied that the construction work is substantially complete, it will issue a Substantial (Interim) Certificate of Completion to the Contractor; provided that the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than:
- 10.2.3.3.23.1.1. 3% of the first \$500,000 and
- 10.2.3.3.23.1.2. 2% of the next \$500,000 and
- 10.2.3.3.23.1.3. 1% of the balance of the value of the contract at the time this cost is calculated.
- 10.2.3.3.23.2. Payment to Contractor requires completion and signing, by the parties concerned, of the following documents:
- 10.2.3.3.23.2.1. Substantial (Interim) Certificate of Completion
- 10.2.3.3.23.2.2. Cost Breakdown for Fixed Price Contract
- 10.2.3.3.23.2.3. Cost Breakdown for Unit or Combined Price Contract
- 10.2.3.3.23.2.4. Inspection and Acceptance form with list of incomplete/deficient work and monies identified for each item to be held back until satisfactorily completed.
- 10.2.3.3.23.2.5. Statutory Declaration: Interim Certificate of Completion
- 10.2.3.3.23.2.6. Worker's Compensation Board Certificate
- 10.2.3.3.23.3. The Consultant with the assistance of the Resident Site Representative must verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Departmental Representative for processing.

RS 11. POST CONSTRUCTION SERVICES

11.1. GENERAL

- 11.1.1. The purpose of this phase is to support the Departmental Representative in obtaining all final documents required for project close out.

11.2. SCOPE AND ACTIVITIES

- 11.2.1. Project Close-out Services

- 11.2.1.1. Revise documentation to reflect all changes, revisions and adjustments after completion of commissioning
- 11.2.1.2. Prepare record (As-Built) drawings and specifications based on Contractor's and Resident Site representative's as-builts documentation:
 - 11.2.1.2.1. Check and verify all As Built records for completeness and accuracy before submitting to Departmental Representative;
 - 11.2.1.2.2. Submit record (As-Built) drawings and specifications in such a format required within six (6) weeks of Substantial (Interim) Inspection.
- 11.2.1.3. Prepare and submit Final Certificate of Completion, Post-occupancy inspection report and final records Project Plan.
- 11.2.1.4. Participate in Lessons Learned workshops if requested.
- 11.2.2. Warranty Services
 - 11.2.2.1. Monitor and certify rectification of deficiencies before expiry of warranties
 - 11.2.2.2. Monitor environmental and life safety system checks to be carried out by Contractor/O&M staff before expiration of warranties
 - 11.2.2.3. Sign off on the Final Completion of the construction contract,
 - 11.2.2.4. Participate in warranty inspections with Departmental Representative and Contractor
 - 11.2.2.5. Provide warranty deficiency list,
 - 11.2.2.6. Provide Final Warranty Review report.
- 11.3. DELIVERABLES
 - 11.3.1. Warranty Deficiency List
 - 11.3.2. Final Certificate
 - 11.3.3. As-Built Record Drawings and As-Built Specifications in hard copy and electronic format.
 - 11.3.4. Sign-off on Warranty

RS 12. FIELD ENGINEERING SERVICES

- 12.1. Normally for PWGSC tendered construction projects Quality Control is the responsibility of the Contractor. However, for Quality Assurance and/or other reasons, PWGSC may require for a project one or all of the following services. The duration of each service provision could vary from a few days to several months.
- 12.2. Survey Crew:
 - 12.2.1. Crew chief shall have a minimum five (5) years of current experience related to Highway and Bridge Construction. If there is no requirement for an inspector, the survey crew chief shall become the reporting contact to PWGSC. The Survey Crew shall, when requested, perform:
 - 12.2.1.1. Preliminary Surveys to obtain topographic, alignment, cross section, and drainage data.
 - 12.2.1.2. Install or validate horizontal and vertical control
 - 12.2.1.3. Accurately measure, survey, and record unit price items for contract payment.
 - 12.2.1.4. Provide drainage surveys and stake culverts.
 - 12.2.1.5. Stake design changes
 - 12.2.1.6. Lay out of various work stakes (slope stakes, grade stakes, horizontal alignments, etc.)
 - 12.2.1.7. Survey of various additional features (river and culvert water levels, sign locations, etc.)
 - 12.2.1.8. As Built Surveys

12.3. Surveying Requirements:

- 12.3.1. All surveys shall be carried out with a minimum of two (2) people;
- 12.3.2. Proponent shall seek permission from the Authority Having Jurisdiction (AHJ) before undertaking any brushing or cutting.
- 12.3.3. Proponent shall submit a safety and signing plan for all call ups.
- 12.3.4. All survey work shall be tied into existing Control Monument Network with UTM coordinates in NAD 83. Proponent will be advised of exceptions. ie... 3TM coordinates in NAD 27;
- 12.3.5. Keel or paint marker shall be used to mark all survey stakes. Failure to properly mark survey stakes shall be corrected at Proponents expense;
- 12.3.6. For all topographic surveys the maximum distance between X-section stations will be 20m. On rock outcrops the maximum distance shall be 5 m. At X-section station no shot shall be more than 5 m apart. On rolling terrain Proponent shall take enough shots to accurately define ground surface.
- 12.3.7. Feature data shall be picked up in chains or strings i.e. right highway shoulder surveyed in a longitudinal progression and no shots farther than 20m apart.
- 12.3.8. Contractor shall use PWGSC point descriptors for data pick up.
- 12.3.9. All traverses will be closed and balanced. All level loops and traverses will be tied into the PWGSC Control Monument Network.
- 12.3.10. Secondary Control Points will be tied into and relative to PWGSC Control Monument Network. Accuracy for Control Points surveys shall be to second order.
 - 12.3.10.1. Horizontal shall be less than $r = 5 (d + 0.2)$ where "r" is in cm & "d" is distance in km.
 - 12.3.10.2. Vertical shall be less than $\pm 8\text{mm times } \sqrt{k}$ where k is distance in kilometres.
- 12.3.11. Cross Section accuracy shall be:
 - 12.3.11.1. In bush areas, all elevations shall be within ± 0.1 m of correct elevation.
 - 12.3.11.2. In open ground, all elevations shall be within ± 0.05 m of correct elevation.
 - 12.3.11.3. On Highway Surface, all elevations shall be within ± 0.01 m of correct elevation.
- 12.3.12. Proponent shall take notes (paper and/or electronic) that sufficiently describe the features and the anomalies listed below.
 - 12.3.12.1. Proponent will tie into survey the X,Y,Z coordinates and record in survey notes any and all features or anomalies observed while surveying. These features or anomalies may include and shall not be limited to the following:

- Land slides	- Debris	- Avalanche runs or areas
- Tree lines	- Cultivated fields	- Rock outcrops
- Swamps	- Standing water	- Log jams
- Beaver dams	- Scarp lines	- Paths or trails adjacent to
 - R.O.W.

- Test holes	- Fences lines	- Gravel pits and deposits
- Buildings	- Road side barriers	- Iron pins and monuments
- Structures	- Utilities	- Water flowing from slope
- Stockpiles	- Access Roads	- Signs
 - 12.3.12.2. Culverts: pick up both the inlet and outlet inverts, if culvert bottom is partially filled over by soil or debris take shot both on top of overt and top of fill, include in notes the diameter, observed structural condition, direction of flow, depth of water at

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- inlet and outlet, create plan & profile of drainage course 50m either side, type of culvert i.e. wooden box; riveted; corrugated steel pipe.
- 12.3.12.3. Bridges & Large Drainage Structures: pick up enough points to accurately define overall shape and profile of structure, pick up and describe approach barriers, create plan & profile of drainage course 100 m up and down stream, indicate direction of flow, approximate depth of drainage course, description of stream or river bed (i.e., gravel, rock, silt), describe velocity of water course (fast or slow), describe any scouring; silting; shift in channel.
- 12.3.12.4. Highway Surface: pick up shoulders, surface edges, painted centre line and driving lanes, describe painted centre line (passing zone North bound, no passing zone, etc.), describe surface type (pavement, BST, etc.) and condition.
- 12.3.12.5. Pick up and describe any unusual items that may impact new highway design such as graves, historic structures, archaeological sites, etc.
- 12.3.13. Deliverables from GPS Survey:
- 12.3.13.1. Electronic copy of RAW data file
- 12.3.13.2. Electronic copy of processed RAW file with PWGSC descriptors and the Northing, Easting, and Elevation for each point.
- 12.3.13.3. Electronic or hard copy of survey notes
- 12.3.13.4. Survey Precision Quality Report
- 12.3.14. Deliverable from Total Station Survey:
- 12.3.14.1. Electronic copy of RAW data file with PWGSC descriptors and the Slope distance, Horizontal and Vertical angles for each point.
- 12.3.14.2. Electronic copy of processed RAW file with PWGSC descriptors and the Northing, Easting, and Elevation for each point.
- 12.3.14.3. One hard copy of traverse survey showing backsight and foresight points, height of instrument, height of targets, horizontal and vertical angles, and slope distance.
- 12.3.14.4. One hard copy of calculations for balancing traverse points.
- 12.3.14.5. One hard copy of level loop and balancing calculations for control points
- 12.3.14.6. Electronic copy (ASCII) and hard copy of control points showing Northing, Easting, and Elevation.
- 12.3.14.7. Electronic or hard copy of survey notes
- 12.3.14.8. ACAD 2006 (or later version) drawings, if requested by PWGSC.
- 12.3.15. Payment for Survey Crew will be at an all-inclusive hourly rate including payment for vehicle and associated equipment and supplies.
- 12.4. Profilograph and Profilograph Operator:
- 12.4.1. A "California Cox Model Profilograph" (or approved equivalent) shall be supplied to the operator by the Consultant. The Operator shall have a minimum of five (5) years related experience to the following:
- 12.4.1.1. Smoothness testing of road tops and bridge decks.
- 12.4.1.2. Reporting results of smoothness testing.
- 12.4.1.3. Testing shall conform to ATT-59 Smoothness of Pavements, Profilograph Method.
- 12.4.2. Payment for the Profilograph and the Profilograph Operator will be at an hourly rate.
- 12.5. Scale Operator:
- 12.5.1. Shall have a minimum one (1) year related experience to the following:
- 12.5.1.1. Identifies, weighs trucks empty, records tare weights twice daily, weighs trucks loaded, and issues weigh tickets with truck identification and type of material

- loaded, and maintains a daily master weigh summary recording every load that passes over the scales.
- 12.5.1.2. Weigh material, tare and net weight of load and issues ticket to trucker for each load. Maintains record of ticket numbers issued including net weights of materials weighed. Monitors scales to ensure they are working properly.
- 12.5.1.3. All summaries and records shall be submitted to the Resident Site representative and/or Departmental Representative.
- 12.5.2. Payment for Scale Operator will be at an hourly rate.
- 12.6. Material Checker:
- 12.6.1. Shall have a minimum one (1) year related experience to the following:
- 12.6.1.1. Checks trucks carrying fill material and gravel and retain copy of weigh tickets; records station to station of dumping of each truck.
- 12.6.1.2. Prepares daily and weekly summaries of material weighed and received on site.
- 12.6.1.3. Measures and records and totals linear or volume measurements required.
- 12.6.1.4. All data measured, checked, and recorded shall be submitted to the Resident Site representative and/or Departmental Representative.
- 12.6.2. Payment for Material Checker will be at an hourly rate.
- 12.7. Office Person:
- 12.7.1. Shall have a minimum five (5) years related experience to the following:
- 12.7.1.1. Earthwork volume calculations from data obtained by Survey Crew.
- 12.7.1.2. AutoCadd Drafting related to Highway and Bridge construction.
- 12.7.1.3. Preparing summaries of Contract Unit Price Items completed for payment.
- 12.7.1.4. Other miscellaneous office work and related tasks such as weigh ticket processing, etc.
- 12.7.1.5. Other work as deemed necessary by PWGSC
- 12.7.1.6. All deliverables produced shall be submitted to the PWGSC Departmental Representative.
- 12.7.2. Payment for Office Person will be at an hourly rate.
- 12.8. RS 14.11 Materials Tester (soils, gravels and Portland cement concrete):
- 12.8.1. Shall have a minimum of five (5) years related experience to the following:
- 12.8.1.1. Carry out laboratory and on site testing so as to enable PWGSC Project authority to ensure that the work is executed in full accordance with the Specifications.
- 12.8.1.2. Inspect all phases of aggregate production and stockpiling.
- 12.8.1.3. Take samples and perform sieve analysis and crush counts on aggregates.
- 12.8.1.4. Take concrete samples to perform slump tests, air content tests, and compressive strength tests.
- 12.8.1.5. Inspect all phases of common/rock excavation and construction of embankments.
- 12.8.1.6. Perform Standard Proctor testing on aggregates and soils.
- 12.8.1.7. Perform Nuclear Densometer testing where required.
- 12.8.1.8. Maintain records of test results and report test results to both Resident Site representative and Departmental Representative immediately upon completion of testing.
- 12.8.1.9. Advise Resident or Departmental Representative of additional testing that may be required on Projects.

- 12.8.2. Payment for Materials Tester will be at an hourly rate. This rate will include all testing that is completed in the field and Field Laboratory. Concrete compressive strength tests will be a separate unit.
- 12.9. Field Soils Laboratory Trailer:
- 12.9.1. Proponent shall provide a field lab upon request from PWGSC. Laboratory shall be equipped with, but not limited to, the following:
- 12.9.1.1. two (2) - Nuclear Densometers for compaction testing.
 - 12.9.1.2. Oven and stove required to dry samples.
 - 12.9.1.3. Small tools and miscellaneous equipment and supplies sufficient to perform tests.
 - 12.9.1.4. Sieves, shakers, etc. and all other laboratory equipment necessary to carry out Sieve Analysis on various soil types.
 - 12.9.1.5. All equipment and the tools required for Plastic & Liquid Limit tests.
 - 12.9.1.6. All equipment and tools to complete Standard Proctor on both fine and coarse grained soils.
 - 12.9.1.7. Splitter Box to quarter samples
 - 12.9.1.8. Electric scale accurate to 1 gm. Scale shall have certification of calibration
 - 12.9.1.9. Laboratory and all equipment must be promptly delivered to work site. All equipment shall be properly calibrated and in good working condition.
- 12.9.2. Payment for Field Laboratory will be at a daily rate. Mobilization and demobilization will be a separate item.
- 12.10. Concrete compressive strength tests:
- 12.10.1. Consultant shall take concrete break samples at the frequencies listed under the CSA A23.1 standard. Consultant shall make three (3) test cylinders one (1) to be broken at seven (7) days of curing, remaining two (2) to be broken after 28 days of curing. Field Cure samples shall be taken at the Departmental Representative's discretion
- 12.10.2. Payment for Compressive Strength Test will be for each Set of three (3) cylinders. Payment for field cure samples will be for each cylinder.
- 12.11. Materials Tester (asphaltic concrete):
- 12.11.1. Shall have a minimum of five (5) years related experience to the following:
 - 12.11.2. Carry out laboratory and on site testing so as to enable PWGSC Project authority to ensure that the work is executed in full accordance with the Specifications.
 - 12.11.3. Inspect all phases of aggregate production and stockpiling.
 - 12.11.4. Conduct compaction tests on Sub-base and Base gravels as required.
 - 12.11.5. Sample asphalt concrete mixes and carry out quality assurance testing for:
 - 12.11.5.1. Asphalt cement content
 - 12.11.5.2. Marshall maximum density
 - 12.11.5.3. Aggregate gradation
 - 12.11.5.4. Other tests as required
 - 12.11.6. Conduct coring of asphalt to provide quality assurance measurements for:
 - 12.11.6.1. Asphalt concrete thickness
 - 12.11.6.2. Asphalt concrete density
 - 12.11.7. Conduct calculations from results of testing to determine:
 - 12.11.7.1. Maximum theoretical density,
 - 12.11.7.2. Voids in mineral aggregate,
 - 12.11.7.3. Voids filled
 - 12.11.7.4. Air voids

- 12.11.8. Maintain records of test results and report test results to both Resident Site representative and Departmental Representative immediately upon completion of testing.
- 12.11.9. Advice Departmental Representative of additional testing that may be required on Projects.
- 12.11.10. Payment for Materials Tester (asphalt concrete) will be at an hourly rate. This rate will include all testing that is completed in the field and Field Laboratory.
- 12.12. Field Asphalt Laboratory Trailer:
 - 12.12.1. Proponent shall provide a field lab upon request from PWGSC. Laboratory shall be equipped with, but not limited to, the following:
 - 12.12.1.1. Ignition oven for removal of asphalt cement from samples.
 - 12.12.1.2. Oven and stove required to dry samples.
 - 12.12.1.3. Small tools and miscellaneous equipment and supplies sufficient to perform tests.
 - 12.12.1.4. Asphalt coring rig and all necessary related equipment, including truck for transporting rig and related equipment.
 - 12.12.1.5. Sieves, shakers, etc. and all other laboratory equipment necessary to carry out Sieve Analysis on various soil types.
 - 12.12.1.6. All equipment and tools for conducting Marshall testing of asphalt concrete samples
 - 12.12.1.7. Electric scale accurate to 1 gm. Scale shall have certification of calibration
 - 12.12.1.8. Laboratory and all equipment must be promptly delivered to work site. All equipment shall be properly calibrated and in good working condition.
 - 12.12.2. Payment for Field Asphalt Laboratory will be at a daily rate. Mobilization and demobilization will be a separate item.
- 12.13. NOTE: The qualifications of all employees may be requested for approval before any personnel are accepted on projects. PWGSC approval will not decrease the responsibility of the Proponent to provide qualified personnel.

RS 13. REQUIREMENTS FOR ENVIRONMENTAL SERVICES

- 13.1. Background
 - 13.1.1. Public Works and Government Services Canada (PWGSC) is the client owner investor of the Alaska Highway located in Northern British Columbia extending from KM 133 above Fort St. John to KM 968 just below Watson Lake, Yukon Territories. Much of the highway extends along the river valleys and is subject to works that must conform to both the Federal Department of Fisheries and Oceans and the BC Ministry of Natural Resources regulations and guidelines for construction and maintenance near water bodies, both fish bearing and non-fish bearing.
 - 13.1.2. Environmental consulting Services for fish and fish habitat, fish survey and fish salvage are regularly required, on an as-needed basis, for PWGSC and the Alaska Highway Program.
 - 13.1.3. Consultants are to assist PWGSC Environmental Services in providing fisheries based Services to include but not be limited to documentation of existing fisheries resource information including species of fish that inhabit the area, fish habitat types present, riparian vegetation, and fish habitat use.
 - 13.1.4. PWGSC will act as the Project Manager throughout the duration of this contract. The *Consultant* will adhere to all applicable environmental legislation, standards and

guidelines in place at the time of the work and as may be outlined in the call-up Terms of Reference and Proposal for the project.

- 13.1.5. The Consultant will be the Prime Consultant and will be responsible to coordinate any Sub-Consultant or Specialist Consultant disciplines that may be required for a specific project.

13.2. Scope of Environmental Work

- 13.2.1. The scope of work will vary from project to project, but may include any combination of the Services identified in the Call-up Terms of Reference and Proposal.

- 13.2.2. The following outlined Services apply not only to the Consultant, but to any disciplines that may be required for a specific project.

- 13.2.3. Services may include, but are not limited to:

- 13.2.3.1. Review of available site information, identifying information gaps and providing technical guidance and direction on fisheries and fisheries habitat requirements. Review and comprehension of the proposed engineering design for the work is also required. Various levels and complexities of work, including design and field work, may be required to complete the contract. Field work may include fish surveys, river engineering information, depth of stream/river, river morphology information etc.

- 13.2.3.2. Fisheries habitat assessment may be required and will involve review of existing information and completion of the following: resident fish, fish migratory movements, various phases of life cycle, species interaction, potential species at risk, life history patterns and important habitat areas.

- 13.2.3.3. Identify and recommend options for fish habitat compensation relying on the gathering of the above information and the review of proposed engineering design options.

- 13.2.3.4. *Consultant* may be asked to recommend which engineering design option would best fit the needs for the fisheries habitat found at the proposed site.

- 13.2.3.5. Disciplines that may be requested include but are not limited to :

13.2.3.5.1. Fisheries/Aquatic Biologist

13.2.3.5.2. Professional Biologist

13.2.3.5.3. River Engineering

- 13.2.3.6. Preparation of As-built drawings pertaining to fisheries compensation works.

- 13.2.3.7. Preparation of habit mapping.

- 13.2.3.8. Preparation of cost estimates and schedules

- 13.2.3.9. Reporting on project activities and work done in compliance with the regulations as defined by the Authorities Having Jurisdiction (AHJ).

RS 14 PROJECT ADMINISTRATION REQUIREMENTS

14.1. GENERAL

- 14.1.1. In addition to adhering to the general project administration requirements contained in Section 3 of the PWGSC General Procedures and Standards document, the Consultant shall comply with the project specific requirements in this section.

14.2. Consultant Responsibilities

- 14.2.1. The responsibilities identified in this section are in addition to the requirements in the G P&S Document

- 14.2.2. The Consultant shall ensure qualified persons are used at all times.

- 14.2.3. The Consultant is responsible for:

- 14.2.3.1. Co-ordinating and directing the work of all team activities, sub-consultants and specialists.
- 14.2.4. The Consultant does NOT have authority to change the work or the price of the Construction Contract. Change Orders approved by the Departmental Representative must be issued to cover all changes, including those NOT affecting the cost of the Project, such as schedule, substitutions, etc.
- 14.3. Consultant Response Time
 - 14.3.1. Key Personnel of the Consultant and sub-consultants or specialist firms must be personally available to attend meetings or respond to inquiries with two (2) working days.
- 14.4. Technical and Functional Reviews
 - 14.4.1. The Consultant in its scheduling is to allow for each submission a two (2) weeks turnaround time for PWGSC review/comments.

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CCC No./N° CCC - FMS No./N° VME

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

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

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

Technical Rating x 90%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

1. Submit one (1) bound original plus four (4) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is [thirty-five (35)] pages.

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

- Covering letter
- Table of Contents
- Section Dividers
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions – Associated Information
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)
- Curriculum Vitae (CV's)
- Team Identification Form (Appendix D)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- A. Appendix A, Declaration / Certifications Form as required.
- B. Appendix D, Team Identification Form

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide engineering services and must include an engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province/territory of British Columbia and the Yukon. If the Proponent is licensed to practise in only one of the two provinces then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.

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

3.1.3 Integrity Provisions – List of Names

Proponents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Proponents bidding as societies, firms, or partnerships do not need to provide lists of names. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for the issuance of a standing offer.

3.1.4 Consultant Team Identification

The proponent must identify the name of the Proponent firm, key Sub-Consultant firms, key Specialists and key personnel to be assigned to this assignment, along with their licensing and/or Professional affiliation(s). An example of an acceptable format for submission of the team identification information is provided in Appendix D.

The Consultant team must have expertise in Civil Engineering and as a Prime Consultant, licensed or eligible to be licensed to provide the necessary professional engineering services to the full extent that may be required by provincial or territorial law. In addition the proponent **must** have extensive expertise and relevant recent experience in planning, design and construction and experience in providing resident and non-resident services for roadway and bridge construction and repair/rehabilitation projects.

The Consultant and sub-consultants team members must meet the minimum experience shown below:

#	Description	Minimum Experience
1	Project Manager	P.Eng or CET – minimum 15 years of directly related and recent* experience
2	Senior Engineer	P.Eng with minimum 15 of directly related and recent* experience
3	Intermediate Engineer	P.Eng with minimum of 10 years of directly related and recent* experience
4	Junior Engineer	BSc in Engineering and EIT registration with minimum of 1 year of directly related experience
5	Senior Technician	Minimum of 15 years directly related and recent* experience
6	Intermediate Technician	Minimum of 5 years directly related and recent* experience
7	Junior Technician	Minimum of 2 years directly related and recent* experience
8	Senior Environmental Scientist	P.Biol or B.Sc. in environmental science with minimum of 15 years directly related and recent* experience
9	Intermediate Environmental Scientist	P.Biol or B.Sc. in environmental science with minimum of 10 years directly related and recent* experience
10	Junior Environmental Scientist	P.Biol or B.Sc. in environmental science with minimum of 5 years directly related and recent* experience
11	Draftsman	Minimum of 5 years directly related and recent* experience
12	Junior Draftsman	Minimum of 2 years directly related and recent* experience
13	Senior Construction Supervisor/Inspector	Minimum of 10 years of directly related and recent* experience
14	Intermediate Construction Supervisor/Inspector	Minimum of 5 years of directly related and recent* experience
15	Surveyor – Crew Chief	Minimum of 5 years directly related and recent* experience
16	Materials Tester (soils, concrete, asphalt)	Technician/Technologist with minimum 5 years of directly related and recent* experience
17	Profilograp Operator	Technician/Technologist with minimum 5 years of directly related and recent* experience
18	Field Office Person	Minimum of 5 years of directly related and recent* experience
19	Labour (checker, scale person, survey assistant, etc.)	Minimum of 1 year of directly related experience
20	Landscape Architect	Minimum of 5 years of directly related experience with transportation projects.
21	Senior Fisheries Biologist	P.Biol or B.Sc. in environmental science with a minimum of 10 years of directly related and recent* experience
22	Archaeologist	B.Sc. with minimum of 5 years of directly related and recent* experience
23	Environmental Specialist	With a diploma or a degree and a minimum of 2 years' experience in field investigations, monitoring and preparation of reports on environmental values, habitats and environmental impact mitigation plans.

*Recent experience acquired in the last five (5) years to the date of solicitation closing.

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

1. *What we are looking for:*
A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.
2. *What the Proponent should provide:*
 - a) scope of services - detailed list of services;
 - b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
 - c) broader goals (federal image, sustainable development, sensitivities);
 - d) risk management strategy;
 - e) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, standing offer process, working with the government in general);

3.2.2 Team Approach / Management of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:*
A description of:
 - a) Roles and responsibilities of key personnel;
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Management and organization (reporting structure);
 - d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - e) Quality control techniques;
 - f) Demonstration of how the team intends to meet the 'Project Response Time Requirements' ;
 - g) Conflict resolution.

3.2.3 Past Experience (Maximum of three (3) pages per project)

1. *What we are looking for:*
Demonstration that over at least the past five (5) years, the Proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
 - a) A brief description of one (1) highway construction project from the Pre-design stage through to the completion of Post Construction Services stage.

- b) A brief description of one (1) project involving the construction of a new bridge crossing of a major fish bearing stream from the Pre-design stage through to the Post Construction service stage completion.
 - c) A brief description of one (1) project involving the inspection of existing Bridges and identification of required work and timing.
 - d) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and must include their respective roles and responsibilities, as well as the scope, and budget per discipline;
 - e) Indicate how each project is relevant to this RFSOA;
 - f) Indicate the dates the services were provided for the listed projects;
 - g) Scope of services rendered, project objectives, constraints and deliverables;
 - h) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
- 3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
- 4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Project Personnel Expertise and Experience

- 1. *What we are looking for:*
A demonstration that the Proponent has key personnel with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
- 2. Key Personnel for Evaluation purposes only the following eight (8) personnel will be rated and should be clearly identified on the Consultant Team Identification form, see Appendix D.
 - a) Project Manager
 - b) Intermediate Engineer - Highways
 - c) Intermediate Engineer - Bridges
 - d) Intermediate Engineer – Geotechnical/Materials
 - e) Intermediate Engineer – Hydrology and Hydraulic Engineering
 - f) Senior Construction Supervisor/Inspector
 - g) Surveyor – Crew Chief
 - h) Senior Fisheries Biologist
- 3. *What the Proponent should provide:*
 - a) Submit c.v.'s of Key personnel listed in 3.2.4.2 who will perform the majority of the work resulting from the individual Call-ups.
 - b) Each curriculum vitae should clearly indicate the years of experience the Key personnel has in the provision of the services specified in the Required Services (RS) section; and
 - c) Identify the personnel's years of experience, the number of years with the firm;
 - d) professional accreditation; and
 - e) accomplishments/achievements/awards.

3.2.5 Hypothetical Projects

1. *What we are looking for:*

Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

2. *What the Proponent should provide for each hypothetical project:*

- a) Description of the approach and methodology that you would employ to solve the problem;
- b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
- c) Appropriateness of assigned resources;
- d) Level of effort;
- e) Project management approach to working with PWGSC (understanding of PWGSC management structure, CSU/Client environment, standing offer process, working with the government in general);
- f) problem-solving methodology (client involvement, PWGSC involvement, other government agency involvement, creative approaches to solving problems).

Calculation of a fee for the provision of these services is not required.

3. *The Facts:*

When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1 –Traffic/Safety Improvements

A major intersection on the Alaska Highway south of Fort Nelson, BC appears to have become a point of congestion. Briefly describe how the Proponent would determine what improvements are warranted, both in short term and long term. What information/data would it provide in support of a recommended "solution"?

PROJECT 2 – Gravel Source Search

PWGSC wishes to find and develop a new source for crushed roadway gravels and for Asphaltic Concrete paving aggregate in the vicinity of the Alaska Highway and north of Fort St John, BC. Describe what steps the Proponent would undertake to find a suitable source, prove out quality of the raw material and identify likely quantity and type of crushed gravels that can be produced from this new source. What approvals/studies would be required to proceed to develop this new gravel source?

PROJECT 3 – Identifying Program of work for a major Bridge Asset

There is a +120m long, 5 span bridge in a National Park and the deck carries two lanes of highway traffic across a river. All girders are of equal length and the superstructure was built with pre-cast pre-stressed concrete girders and cast-in-place concrete bridge deck. Piers and abutments are founded on spread footings. All piers are in-stream.

Bridge was initially built in 1959 and its now 2015. Due to lack of funds the replacement of the bridge is not possible; therefore PWGSC and its Client Parks Canada Agency (PCA) require a Consultant to recommend a program of work to ensure this bridge remains functional at a reasonable level of service and safety for the next +50 years.

Proponent to briefly describe how it would go about identifying program of work and likely type of inspection/rehabilitation activities would be in that program of work and at what time frame/schedule.

3.3 EVALUATION AND RATING

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.5	0-10	0 – 15
Team Approach / Management of Services	2.0	0 - 10	0 – 20
Past Experience	1.5	0 - 10	0 – 15
Key Personnel Expertise and Experience	2.0	0 - 10	0 – 20
Hypothetical Projects	3.0	0 - 10	0 - 30
Total	10.0		0 - 100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.

	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

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

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

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

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

The remaining price proposals are rated as follows:

1. The lowest price proposal receives a Price Rating of 100
2. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
3. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

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

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

Please follow detailed instructions in "Submission of Proposals", General Instructions to Proponents (GI 10).

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
- ☐ Integrity Provisions – list of directors / owners
- ☐ Integrity Provisions – declaration form (as applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions)
- ☐ Proposal - 1 original + 4 copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer
- ☐ Team Identification Form

In a separate envelope:

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

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APPENDIX A

Declaration/Certifications Form

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Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

I, the Proponent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Standing Offer, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive, may result in the Standing Offer set-aside, or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____ (YY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check one of the following:

- ☐ A1. The Proponent certifies having no work force in Canada.
- ☐ A2. The Proponent certifies being a public sector employer.
- ☐ A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Proponent is not a Joint Venture.

OR

- ☐ B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions to Proponents)

Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? YES () NO ()

If so, the Proponent must provide the following information:

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

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

Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

APPENDIX B

Price Proposal Form

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. It is Mandatory that offerors submit firm prices/rates for the period of the proposed Standing Offer for all items listed. This section, when completed, will be considered as the offeror's Financial Offer.
5. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
6. The hourly rates identified by year will be for the duration of the Standing Offer. The rates are shown by year in order that the Consultant may enter a different rate for each year.
7. There will be no extra payment for overtime.
8. All travel must have the prior written authorization of the Project Authority and are subject to government audit.
9. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of 800 Burrard Street in downtown Vancouver or 1230 Government Street in downtown Victoria are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
10. Fixed hourly/unit rates for each Category are to be provided in column B and then multiplied by the weight factor in Column A. Weight Factors are for evaluation purposes only, actual usage may vary.
11. Should there be an error in the extended total of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure the fairness in rating of the Proposals.

APPENDIX B - PRICE PROPOSAL

Name of Proponent: _____

Address: _____

Procurement Business Number (PBN) _____

1. Year One:

Category/Item	Weight Factor (A)	Unit Price (B)	Total (AxB) =
Project Manager	20	\$ /hr.	\$
Roadway/Transportation Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Bridge/Structural Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Geotechnical/Materials Engineering			
Senior Engineer	10	\$ /hr.	\$
Intermediate Engineer	10	\$ /hr.	\$
Junior Engineer	5	\$ /hr.	\$
Senior Technician	5	\$ /hr.	\$
Intermediate Technician	4	\$ /hr.	\$
Junior Technician	3	\$ /hr.	\$
Environmental			
Senior Fisheries Biologist	5	\$ /hr.	\$
Archaeologist	5	\$ /hr.	\$
Hydrology and Hydraulic Engineering			

Senior Engineer	10	\$	/hr.	\$
Intermediate Engineer	10	\$	/hr.	\$
Junior Engineer	5	\$	/hr.	\$
Senior Technician	5	\$	/hr.	\$
Intermediate Technician	4	\$	/hr.	\$
Electrical Engineering				
Senior Engineer	5	\$	/hr.	\$
Intermediate Engineer	5	\$	/hr.	\$
Junior Engineer	3	\$	/hr.	\$
Senior Technician	3	\$	/hr.	\$
Landscape Architecture				
Landscape Architect	5	\$	/hr.	\$
Drafting				
Draftsman	20	\$	/hr.	\$
Junior Draftsman	20	\$	/hr.	\$
Field Personnel				
Senior Construction Supervisor/Inspector	100	\$	/hr.	\$
Intermediate Construction Supervisor/Inspector	100	\$	/hr.	\$
Surveyor – Crew Chief (includes all equipment, supplies and vehicles)	40	\$	/hr.	\$
Materials Tester	40	\$	/hr.	\$
Profilograph and Operator	5	\$	/hr.	
Office Person	30	\$	/hr.	\$
Labour (checker, scale person, survey assistant, etc.)	10	\$	/hr.	\$
Environmental Specialist	40	\$	/hr.	\$
Office Support				
Office/Administration Support	20	\$	/hr.	\$
Laboratory Trailers				
Field Soils Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Field Asphalt Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Concrete Compressive Strength Tests				
Lab Cured Tests (3 cylinders)	2	\$	/each	\$
Field Cured Test (1 cylinder)	2	\$	/each	\$
Year One Sub-total =				\$

2. Year two:

Category/Item	Weight Factor (A)	Unit Price (B)	Total (AxB) =
Project Manager	20	\$ /hr.	\$
Roadway/Transportation Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Bridge/Structural Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Geotechnical/Materials Engineering			
Senior Engineer	10	\$ /hr.	\$
Intermediate Engineer	10	\$ /hr.	\$
Junior Engineer	5	\$ /hr.	\$
Senior Technician	5	\$ /hr.	\$
Intermediate Technician	4	\$ /hr.	\$
Junior Technician	3	\$ /hr.	\$
Environmental			
Senior Fisheries Biologist	5	\$ /hr.	\$
Archaeologist	5	\$ /hr.	\$
Hydrology and Hydraulic Engineering			
Senior Engineer	10	\$ /hr.	\$
Intermediate Engineer	10	\$ /hr.	\$
Junior Engineer	5	\$ /hr.	\$
Senior Technician	5	\$ /hr.	\$
Intermediate Technician	4	\$ /hr.	\$
Electrical Engineering			
Senior Engineer	5	\$ /hr.	\$
Intermediate Engineer	5	\$ /hr.	\$
Junior Engineer	3	\$ /hr.	\$
Senior Technician	3	\$ /hr.	\$
Landscape Architecture			

Landscape Architect	5	\$	/hr.	\$
Drafting				
Draftsman	20	\$	/hr.	\$
Junior Draftsman	20	\$	/hr.	\$
Field Personnel				
Senior Construction Supervisor/Inspector	100	\$	/hr.	\$
Intermediate Construction Supervisor/Inspector	100	\$	/hr.	\$
Surveyor – Crew Chief (includes all equipment, supplies and vehicles)	40	\$	/hr.	\$
Materials Tester	40	\$	/hr.	\$
Profilograph and Operator	5	\$	/hr.	
Office Person	30	\$	/hr.	\$
Labour (checker, scale person, survey assistant, etc.)	10	\$	/hr.	\$
Environmental Specialist	40	\$	/hr.	\$
Office Support				
Office/Administration Support	100	\$	/hr.	\$
Laboratory Trailers				
Field Soils Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Field Asphalt Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Concrete Compressive Strength Tests				
Lab Cured Tests (3 cylinders)	2	\$	/each	\$
Field Cured Test (1 cylinder)	2	\$	/each	\$

Year Two Sub-total =				\$

3. Year Three

Category/Item	Weight Factor (A)	Unit Price (B)	Total (AxB) =
Project Manager	20	\$ /hr.	\$
Roadway/Transportation Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Bridge/Structural Engineering			
Senior Engineer	20	\$ /hr.	\$
Intermediate Engineer	20	\$ /hr.	\$
Junior Engineer	20	\$ /hr.	\$
Senior Technician	20	\$ /hr.	\$
Intermediate Technician	20	\$ /hr.	\$
Junior Technician	20	\$ /hr.	\$
Geotechnical/Materials Engineering			
Senior Engineer	10	\$ /hr.	\$
Intermediate Engineer	10	\$ /hr.	\$
Junior Engineer	5	\$ /hr.	\$
Senior Technician	5	\$ /hr.	\$
Intermediate Technician	4	\$ /hr.	\$
Junior Technician	3	\$ /hr.	\$
Environmental			
Senior Fisheries Biologist	5	\$ /hr.	\$
Archaeologist	5	\$ /hr.	\$
Hydrology and Hydraulic Engineering			
Senior Engineer	10	\$ /hr.	\$
Intermediate Engineer	10	\$ /hr.	\$
Junior Engineer	5	\$ /hr.	\$
Senior Technician	5	\$ /hr.	\$
Intermediate Technician	4	\$ /hr.	\$
Electrical Engineering			
Senior Engineer	5	\$ /hr.	\$
Intermediate Engineer	5	\$ /hr.	\$
Junior Engineer	3	\$ /hr.	\$
Senior Technician	3	\$ /hr.	\$
Landscape Architecture			

Landscape Architect	5	\$	/hr.	\$
Drafting				
Draftsman	20	\$	/hr.	\$
Junior Draftsman	20	\$	/hr.	\$
Field Personnel				
Senior Construction Supervisor/Inspector	100	\$	/hr.	\$
Intermediate Construction Supervisor/Inspector	100	\$	/hr.	\$
Surveyor – Crew Chief (includes all equipment, supplies and vehicles)	40	\$	/hr.	\$
Materials Tester	40	\$	/hr.	\$
Profilograph and Operator	5	\$	/hr.	
Office Person	30	\$	/hr.	\$
Labour (checker, scale person, survey assistant, etc.)	10	\$	/hr.	\$
Environmental Specialist	40	\$	/hr.	\$
Office Support				
Office/Administration Support	100	\$	/hr.	\$
Laboratory Trailers				
Field Soils Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Field Asphalt Laboratory Trailer – fully equipped and operational (Mobilization and demobilization will be a separate item paid as a disbursement).	5	\$	/day	\$
Concrete Compressive Strength Tests				
Lab Cured Tests (3 cylinders)	2	\$	/each	\$
Field Cured Test (1 cylinder)	2	\$	/each	\$

Year Three Sub-total =				\$

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

TOTAL EVALUATED BID PRICE

Year One Sub-total	\$
Year Two Sub-total	\$
Year Three Sub-total	\$
Total Evaluated Bid Price	\$

Signature of Consultant or Joint Venture Consultants

.....
signature

.....
signature

.....
capacity

.....
capacity

.....
signature

.....
signature

.....
capacity

.....
capacity

END OF PRICE PROPOSAL FORM

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

APPENDIX C

Doing Business (Bound separately)

Solicitation No. - N° de l'invitation
EZ899-161629/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-5-38272

CCC No./N° CCC - FMS No./N° VME

APPENDIX D

Team Identification Form

APPENDIX D – TEAM IDENTIFICATION FORM

For details on this format, please see the SRE section in the Request for Standing Offer.

The Prime Consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional Services to the full extent that may be required by Provincial or Territorial law.

I. Prime Consultant (Offeror):

Firm or Joint Venture Name

Address

II. Sub-consultants/Specialist (if any):

.i Name of individual and firm

Specialty/Discipline

Address

.ii Name of individual and firm

Specialty/Discipline

Address

.iii Name of individual and firm

Specialty/Discipline

Address

III. Key Personnel for purpose of Submission Evaluation:

1. Project Manager:

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

2. Intermediate Engineer - Highways

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

3. Intermediate Engineer – Bridges/Structures

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

4. Intermediate Engineer – Geotechnical/Materials

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

5. **Intermediate Engineer – Hydrology and Hydraulics**

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

6. **Senior Construction Supervisor/Inspector**

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

7. **Surveyor – Crew Chief**

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

8. **Senior Fisheries Biologist**

<u>Name</u>	<u>Firm/Company</u>	<u>Role/Responsibility in Team</u>
.....;
	

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

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
219- 800 Burrard Street
Vancouver, B.C. V6Z 0B9

Requisition No.: EZ899-161629/A
Tender Closing Date & Time: March 9, 2016 at 14:00 PST
Project Description: Highway & Bridge Projects Consulting
British Columbia and Yukon

TECHNICAL PROPOSAL

JL

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
219- 800 Burrard Street
Vancouver, B.C. V6Z 0B9

Requisition No.: EZ899-161629/A
Tender Closing Date & Time: March 9, 2016 at 14:00 PST
Project Description: Highway & Bridge Projects Consulting
British Columbia and Yukon

PRICE PROPOSAL FORM

JL