

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, B.C.
Vancouver
British Columbia
V6Z 0B9
Bid Fax: (604) 775-9381**

Request For a Standing Offer Demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, B.C.
V6Z 0B9
British C

Title - Sujet EGD Multi-Disciplinary Eng SVC DISO	
Solicitation No. - N° de l'invitation EZ899-170242/A	Date 2016-10-13
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$TPV-028-7885
File No. - N° de dossier TPV-6-39122 (028)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-23	Time Zone Fuseau horaire Pacific Standard Time PST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lam(TPV), Tian	Buyer Id - Id de l'acheteur tpv028
Telephone No. - N° de téléphone (604)775-9382 ()	FAX No. - N° de FAX (604)775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC - Esquimalt Graving Dock - Victoria, BC	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TECHNICAL ENVELOPE LABEL

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 submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

Solicitation No. : EZ899-170242/A
Tender Closing Date & Time: November 23, 2016 at 2:00 PM local time
Title: EGD Multi-Disciplinary Engineering SVC DISO

Technical Component

TL

AVIS AUX SOUMISSIONNAIRES : Veuillez utiliser l'étiquette d'adresse ci-dessous et bien l'affixer à l'extérieur de l'enveloppe ou du paquet renfermant votre offre. Dans le cas de modifications à des offres soumises par télécopieur (fax : (604) 775-9381), servez-vous de la feuille comme page couverture. Assurez-vous de toujours inscrire lisiblement le nom de votre compagnie, l'adresse de retour, le numéro de l'offre et la date limite sur l'extérieur de votre offre.

MARCHÉS IMMOBILIERS
Travaux publics et Services gouvernementaux Canada
800, rue Burrard, bureau 219
Vancouver (C.-B.) V6Z 0B9

Offre n°: EZ899-170242/A
Date et heure limites de réception des soumissions: 23 novembre 2016 à 14h heure locale
Sujet: Offre à commandes individuelle et ministérielle pour des services d'ingénierie multidisciplinaire – Cale sèche d'Esquimalt

Technique composant

TL

COST ENVELOPE LABEL

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REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

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MARCHÉS IMMOBILIERS
Travaux publics et Services gouvernementaux Canada
800, rue Burrard, bureau 219
Vancouver (C.-B.) V6Z 0B9

Offre n°: EZ899-170242/A
Date et heure limites de réception des soumissions: au 23 novembre 2016 à 14h00 heure locale
Sujet: Offre à commandes individuelle et ministérielle pour des services d'ingénierie multidisciplinaire – Cale sèche d'Esquimalt

Composant de coût

TL

Public Works and Government Services Canada
Request For Standing Offer
Multi-Disciplinary Engineering Services
Esquimalt Graving Dock, British Columbia
Requisition No. EZ899 - 170242

Request for Standing Offer

Esquimalt Graving Dock, B.C. Multi-Disciplinary Engineering Services

Requisition No: EZ899 - 170242
Project No: Various

Solicitation Closing Date: November 23, 2016
Solicitation Closing Time: 2:00 p.m. Local Time

Delivery Address:
Public Works and Government Services Canada
Real Property Contracting
#219 - 800 Burrard Street
Vancouver, B.C.
V6Z 0B9

Address RFSO Enquiries to:
Tian Lam, Supply Specialist
Real Property Contracting

Telephone: (604) 775-9382
Facsimile: (604) 775-6633

REQUEST FOR STANDING OFFER (RFSO)

TABLE OF CONTENTS

Front Page

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

- SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES**
- SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**
- SI 3 SECURITY REQUIREMENTS**

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

- General Conditions (GC)
- Supplementary Conditions (SC)
- Terms of Payment (TP)
- Consultant Services (CS)
- Calculation of Fees (CF)

Standing Offer Brief - Required Services (RS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B - Team Identification

Appendix C - Price Proposal Form

Appendix D - Bidders Board of Directors

Appendix E - Doing Business with A&ES

Appendix F - Security Requirements Check List

“THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT”

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide **with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.

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.

SI3 SECURITY REQUIREMENTS

This RFSO requirement is for reliability status, the reference to the secret level is on an as and when required basis, we recognize the time frame issues involved and would make the necessary allowances in that event.

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 CISC can initiate procedures for security clearance. CISC, 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.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # SRCL - EZ899-170242**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISC), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISC/**PWGSC**.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/**PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex F;
 - (b) Industrial Security Manual (Latest Edition).

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Integrity Provisions - Proposal

- GI 1 Definitions
- GI 2 Introduction
- GI 3 Procurement Business Number
- GI 4 Contracting Authority and Departmental Representative
- GI 5 Quantity
- GI 6 PWGSC Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Not applicable
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability
- GI 28 Status and Availability of Resources
- GI 29 Code of Conduct for Procurement - Proposal

GENERAL INSTRUCTIONS TO PROPONENTS

Integrity Provisions – Proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Proponent must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Proponent must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
1. Subject to subsection 5, by submitting a bid in response to this Request for Standing Offers, the Proponent certifies that:
 - a. it has read and understands the Ineligibility and Suspension Policy;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;

- c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
-
- 1. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
 - 2. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Proponent provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

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 expertise in ports and marine terminals to submit proposals for Standing Offers. The procurement will follow a one phase submission process.

The selected consultants shall provide a range of investigation and recommendation reports, as well as design and construction services for the Esquimalt Graving Dock (EGD) as identified in the Required Services section of this document.

Projects will include renovation, rehabilitation and new construction at the facility.

The typical projects requiring multi-disciplinary engineering consultant services which may include, but are not limited to:

- Concrete basin dock modifications/extension etc.
- Pile jetty modifications/upgrade and/or replacement
- Demolition projects
- Civil/infrastructure upgrades
- Port planning and design
- Port scoping studies
- Environmental risk assessment

- Coastal engineering
 - Equipment selection, design and maintenance including industrial pumps, cranes and vessel berthing equipment etc.
 - Infrastructure design
 - Marine and small craft harbours
2. Proponents shall be licensed or eligible to be licensed to practise in the province of British Columbia. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last ten (10). 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 two (2) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers plus one (1) additional option year. The total dollar value of all Standing Offers is estimated to be [\$11,200,000.00] (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 under the Standing Offer Particulars.
 4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP)
 5. There will be no arranged site visit for this tender.

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:

Tian Lam
Public Works and Government Services Canada
Real Property Contracting Directorate

219-800 Burrard St.
Vancouver, BC
V6Z 0B9
Tel: 604-775-9382
E-mail: TIAN.LAM@pwgsc-tpsgc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
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:
 - (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 NOT APPLICABLE**GI 17 INSURANCE REQUIREMENTS**

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

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

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

GI 18 JOINT VENTURE

- 1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.

2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

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

GI 20 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 21 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 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three

fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

- (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - (c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - (d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Proponent authorizes the use of the information for this requirement.

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

GI 23 REVISION OF PROPOSAL

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

GI 24 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following

criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 25 PROPOSAL COSTS

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

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

GI 27 LIMITATION OF LIABILITY

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

GI 28 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.

GI 29 CODE OF CONDUCT FOR PROCUREMENT – PROPOSAL

The [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page SP - 1

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 plus one (1) additional option year.

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page SP - 3

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional one (1) year period under the same conditions and at the rates or prices specified in the Standing Offer.

The Consultant will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

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; 60% of the business for the top ranked consultant, and 40% for the 2nd ranked consultant. In the event fewer than two (2) 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.
 - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PWGSC will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

Amount this invoice	(1)	Fees + 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)	

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page SP - 5

- e) Authorized signatures of the consultant and the date.
- 2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

TERMS AND CONDITIONS

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

0220DA GENERAL CONDITIONS

- GC 1 Definitions
- GC 2 Interpretations
- GC 3 Not applicable
- GC 4 Assignment
- GC 5 Indemnification
- GC 6 Notices
- GC 7 Suspension
- GC 8 Termination
- GC 9 Taking the Services Out of the Consultant's Hands
- GC 10 Time and Cost Records to be Kept by the Consultant
- GC 11 National or Departmental Security
- GC 12 Rights to Intellectual Property
- GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service
- GC 14 Status of Consultant
- GC 15 Declaration by Consultant
- GC 16 Insurance Requirements
- GC 17 Resolution of Disagreements
- GC 18 Amendments
- GC 19 Entire Agreement
- GC 20 Contingency Fees
- GC 21 Harassment in the Workplace
- GC 22 Taxes
- GC 23 Changes in the Consultant Team
- GC 24 Joint and Several Liability
- GC 25 Performance evaluation - contract
- GC 26 International Sanctions
- GC 27 Integrity Provisions - Standing Offer
- GC 28 Code of Conduct for Procurement – Standing Offer

GC 1 Definitions

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;

Architectural and Engineering Services means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects;

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;

Construction Services means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above;

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*;

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;

Facility Maintenance Services means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

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

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

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

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

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

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

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

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 Not Applicable

GC 4 Assignment

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

GC 5 Indemnification

1. The *Consultant* shall indemnify and save harmless *Canada*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees

and agents, in the performance of the *Services* under the Call-up that may result from the Standing Offer.

2. The *Consultant's* liability to indemnify or reimburse *Canada* under the Standing Offer shall not affect or prejudice *Canada* from exercising any other rights under law.

GC 6 Notices

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

GC 7 Suspension

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

terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.

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

GC 8 Termination

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

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

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.

5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least 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 11 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;

- (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
- 2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

GC 12 Rights to Intellectual Property

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;

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

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

- (a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such

Canada supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information.

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

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

12. Transfer of IP Rights

- (a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

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

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

GC 14 Status of Consultant

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

GC 15 Declaration by Consultant

The *Consultant* declares that:

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

GC 16 Insurance Requirements

1. General

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

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

2. Commercial General Liability

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

3. Professional Liability

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

GC 17 Resolution of Disagreements

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and

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

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

1. 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 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
 - (a) the reason for the inability of the entity or person to perform the *Services*;
 - (b) the name, qualifications and experience of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.

3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant's* responsibility to meet all the *Consultant's* obligations in the performance of the *Services*.

GC 24 Joint and Several Liability

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

GC 25 Performance evaluation - contract

1. Consultants 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:
 - a. Design
 - b. Quality of Results
 - c. Management
 - d. Time
 - e. Cost
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. Unacceptable: 0 to 5 points
 - b. Not satisfactory: 6 to 10 points
 - c. Satisfactory: 11 to 16 points

d. Superior: 17 to 20 points

3. The consequences resulting from the performance evaluation are as follows:

- a. For an overall rating of 85% or higher, a congratulation letter is sent to the Consultant.
- b. For an overall rating of between 51% and 84%, a standard, meets expectations, letter is sent to the Consultant.
- c. For an overall rating of between 30% and 50%, a warning letter is sent to the Consultant indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- d. For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), is used to record the performance.

GC 26 International Sanctions

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

GC 27 Integrity Provisions - Standing Offer

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

GC 28 Code of Conduct for Procurement – Standing Offer

The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

0000DA SUPPLEMENTARY CONDITIONS

SC1 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE # SRCL - EZ899-170242

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex F;
 - (b) Industrial Security Manual (Latest Edition).

SC2 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.

9998DA TERMS OF PAYMENT

TP 1 Fees

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

TP 2 Payments to the Consultant

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

4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) *days* after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) *days* after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 Delayed Payment

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

TP 4 Claims Against, and Obligations of, the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.

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

with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.

7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

TP 5 No Payment for Errors and Omissions

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

TP 6 Payment for Changes and Revisions

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

TP 7 Extension of Time

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services*

required for such extended period of the contract administration shall be subject to review and equitable adjustment by Canada.

TP 8 Suspension Costs

1. During a period of suspension of the *Services* pursuant to GC 7 of clause 0220DA, General Conditions, the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) *days* of notice of such suspension, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period.

TP 9 Termination Costs

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

TP 10 Disbursements

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

- (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
 - (d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

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

CS 3 Time Schedule

The *Consultant* shall:

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

CS 4 Project Information, Decisions, Acceptances, Approvals

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

CS 5 Changes in Services

The *Consultant* shall:

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

CS 6 Codes, By-Laws, Licences, Permits

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

CS 7 Provision of Staff

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

CS 8 Sub-Consultants

1. The *Consultant* shall:

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

- (c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
- 2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
- 3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

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

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

the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

2000DA CALCULATION OF FEES

CF 1 Fee Arrangement(s) for Services

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

CF 2 Payments for Services

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

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 1

REQUIRED SERVICES (RS)

Project Objectives (PO) (for call-ups)

PO 1 Project Objectives

PO 2 Issues

Project Administration (PA)

PA 1 Intent

Required Services (RS)

RS 1.0 Pre-Design Services

RS 2.0 Concept Design

RS 3.0 Design Development

RS 4.0 Construction Documents

RS 5.0 Tender Call, Bid Evaluation & Construction Contract Award

RS 6.0 Construction & Contract Administration & Post Construction Warranty Review

RS 7.0 Risk Management (All Stages)

RS 8.0 Estimating and Cost Planning

RS 9.0 Environmental Surveys

RS10.0 Data Analysis and Reporting

PROJECT OBJECTIVES**PO 1 PROJECT OBJECTIVES**

Each call-up will elaborate on the specific objectives for individual projects, however, the following broader government objectives will apply to all call-ups:

PO 1.1 Design Principles - General

1.1.1 PWGSC expects the Consultant to maintain a high standard of engineering design, based upon recognized industry design principles. All design elements, planning, and engineering, must be fully coordinated and consistent in adherence to good design principles.

1.1.2 The level of quality is to be consistent with Government of Canada policies and guidelines as well as all other similar designed works performed for the Government of Canada.

1.1.3 The projects are to be implemented in a sustainable environmentally responsible manner.

1.1.4 Quality of materials and construction methods shall be commensurate with the type of infrastructure required and the budget. Avoid experimental materials. Take into account the total life-cycle costing of the infrastructure

1.1.5 Design for maximum flexibility to meet immediate and future needs.

PO 1.2 Sustainable Development

The Canadian Federal Government has begun a series of initiatives to ensure that sustainable development principles are built into the policy of all federal organizations. Sustainable development goals will be outlined in each call-up.

PO 1.3 Code Compliance

Codes, regulations, by laws and decisions of "authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply. The Consultant shall identify other jurisdictions appropriate to the project.

PO 1.4 Risk Management

A risk management strategy is crucial for PWGSC Project Management and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated product team.

Specific services required for project delivery are outlined in Required Services and the level of effort, if required, will be noted in the call up.

PO 1.5 Health and Safety

1.5.1 Public Works and Government Services Canada (PWGSC), recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

1.5.2 In keeping with the responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, PWGSC voluntarily complies with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations.

PO 1.6 PWGSC Standards and Procedures

For standards relating to the service provisions required, please refer to the document Doing Business with A&ES.

PO 2 ISSUES

PO 2.1 Major Cost Issues

Issue: Budget Limitations Effective cost estimating and cost control is of prime importance and shall be provided by qualified personnel. The Class 'C' and Class 'B' cost estimates, where required, 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 level of effort will be noted in the individual call up.

The Class 'A' cost estimate shall be submitted in trade cost breakdown format. Cost estimates shall have a summary plus full back-up showing items of work, quantities, unit prices and amounts.

PO 2.2 Major Time Issues

Issue: Out of Service Time Frame It is imperative that the out of service time frame for the various projects as a result of construction be minimized as much as possible. Program operations and time frames will govern the particular allotted time frame for construction through the identified Call-Up.

PO 2.3 Major Operational Issues

Issue: Adjacent Programs Minimize impact of any ongoing adjacent programs is mandatory and therefore design decisions must be sensitive to that requirement. Additional factors recognized as affecting adjacent programs are the following:

reliability of systems and equipment, redundancy to ensure continued operation and prolonged commissioning issues.

PROJECT ADMINISTRATION

PA 1 INTENT

The following administrative requirements apply during all phases of project delivery and will be stipulated in each Call-Up.

PA 1.1 Coordination

- 1.1.1 The Departmental Representative will be assigned for each call-up.
- 1.1.2 The Departmental Representative is directly concerned with the project and responsible for its progress. The Departmental Representative is the liaison between the Consultant, Public Works and Government Services Canada or Other Government Department (OGD) and the Client Departments.
- 1.1.3 Public Works and Government Services Canada or OGD administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the Departmental Representative, the Consultant obtains all Federal requirements and approvals necessary for the work. The consultant shall:
 - a) Carry out services in accordance with approved documents and directions given by the Departmental Representative;
 - b) Prior to starting any project, obtain the Project Manager's approval of sub-consultant(s). Upon receipt from the Departmental Representative of written confirmation that the proposed sub-consultant(s) are acceptable, execute the Consultant Call-Up;
 - c) Ensure all communications carry the PWGSC's or OGD's Project Title, Project Number and File Number, Callup Number, WBS Number;
 - d) Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

PA 1.2 Coordination with Sub-Consultants

- 1.2.1 Throughout all stages of the Project, coordinate and assume responsibility for the work of any sub-consultants and specialists retained by the consultant;
- 1.2.2 Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 5

- 1.2.3 Ensure Sub-Consultants provide adequate site inspection services and attend all required meetings.

PA 1.3 General Project Deliverables

- 1.3.1 Where deliverables and submissions include summaries, reports, drawings, plans or schedules, six (6) hard copies shall be provided plus one (1) copy shall be provided in electronic format as follows unless approved otherwise in Appendices. Electronic format shall mean:
- a) For written reports and studies: Microsoft Word and PDF;
 - b) For Spreadsheets, and budgets: Microsoft Excel and PDF;
 - c) For Presentations: Microsoft Power Point;
 - d) For Drawings: AutoCad 2012 (*.dwg) refer to Doing Business with A&ES;
 - e) For Specifications: MS Word as specified by the Departmental Representative;
 - f) For Schedules (Time Plans) Microsoft Project;

PA 1.4 Lines of Communication

- 1.4.1 Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative. The consultant shall not communicate with the client department unless so authorized in writing by the Departmental Representative.
- 1.4.2 During construction tender call, Public Works and Government Services Canada conducts all correspondence with bidders and makes the contract award.
- 1.4.3 After contract award the consultant shall follow communication protocol call as received from PWGSC or OGD.

PA 1.5 Media

The consultant shall not respond to requests for project related information or questions from the media. Such enquiries are to be directed to the Departmental Representative.

PA 1.6 Meetings

- 1.6.1 The Departmental Representative shall arrange meetings as required per Call-up relative to project scope and phase of work, for members of project team, including representatives from:
- a) Client Department;
 - b) Public Works and Government Services Canada;

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 6

c) Consultants.

- 1.6.2 The Consultant shall attend the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

PA 1.7 Project Response Time

It is a requirement of all projects covered under this Request for Standing Offer that the Proponent project working staff and their proposed Sub-consultants should be personally available to attend meetings and respond to inquiries within half ($\frac{1}{2}$) a day of the *Departmental Representative's* request, in the locality of the place of the work from the date of the award of the *Consultant* call-up until final inspection and turnover.

PA 1.8 Submissions, Reviews and Approvals

For each call-up, work in progress may be reviewed by the Departmental Representative as well as any combination of the following:

1.8.1 PWGSC or OGD in-house resources:

- a) Submission Format: drawings and specifications;
- b) Submission Schedule: Submissions are reviewed at a time to be arranged with 10 days notice when completed work has been forwarded to the Departmental Representative;
- c) Expected Turnaround Time: 2 weeks;
- d) Number of Submissions: until approval has been received.

1.8.2 Design review committee:

- a) Submission Format: reports, drawings and specifications, and oral presentation
- b) Submission Schedule: Submissions are reviewed at a time to be arranged with 10 days notice;
- c) Expected Turnaround Time: 2 weeks;
- d) Number of Submissions: until approval has been received.

REQUIRED SERVICES**General Scope of Services:**

- .1 Be advised that services provided must be complete in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation.
- .2 If the project requirements are such that the Proponent is asked to provide a sub consultant team, the proposed sub consultant names are to be submitted to the Departmental Representative for approval, prior to their being engaged for the work.

- .3 The RS sections following are intended to show the level of effort required for a 'full service' package. Individual call-ups will include a scope of services required for that specific project, which may or may not include all of the services noted in the sections below. Services that are required for a specific call-up are to follow the guidelines as set out herein.

RS 1.0 PRE-DESIGN SERVICES

- 1.0.1 The purpose of this stage is to develop, as required by the scope of work. These are discrete services that the proponent may be required to engage in, but these services are not included in the assessment of the proposal.

- a) Feasibility Studies/Options Analysis;
- b) Project Approach;
- c) Implementation Strategy and Schedule;
- d) Site and Structure Condition Reports and Performance Audits;
- e) Infrastructure Evaluation & Recommendations Report;
- f) Engineering/Geotechnical/Materials or other investigations;
- g) Environmental Requirements;
- h) Environmental Assessments;
- i) Order of Magnitude Class 'D' (Indicative) Cost Reports;
- j) Hydrology and Drainage Structure Sizing Design;
- k) Regulatory Issues.

RS 1.1 Feasibility Studies / Options Analysis

1.1.1 Intent

A report which outlines the research and subsequent analysis to determine the viability and practicality of a project. A feasibility study analyzes economic, financial, market, regulatory, environmental/sustainable and technical issues.

The purpose at this stage is to investigate and analyze site conditions, including soil conditions, zoning, bylaws, traffic reports, service capacities, support systems, special purpose support systems, required functionality, operations, maintainability and provide recommendations.

1.1.2 Scope and Activities

1.1.2.1 Feasibility Study includes as a minimum

- .1 Attend project start up meeting:
 - a) Visit the site, investigate and analyze the needs of the project;
 - b) Investigate the requirements for the particular site, including existing and new technologies;
 - c) Analyze the project requirements/program;
 - d) Review all available existing material related to the site;

- e) Investigate and analyze all applicable codes, regulations standards as a minimum: National Building Code, Canada Labour Code, NFPA, Provincial Occupational Health and Safety Act, Medical Research Council; Navigation Protection Act; Canadian Environmental Assessment Act and DFO acts and regulations.
- .2 Evaluate existing infrastructure including: municipal, civil, environmental, mechanical, electrical and structural systems, functional adaptability, code compliance, hazardous and non-hazardous waste;
- .3 Identify and verify all authorities having jurisdiction over the project;
- .4 Establish a policy for this project to minimize environmental impacts consistent with the project objectives and economic constraints, and the application of the Canadian Environmental Assessment Act (CEAA);
- .5 Review the proposed project milestones for verification that all dates are achievable;
- .6 Review the cost plan/budget for verification that the costs are realistic and achievable; and
- .7 Prepare recommendations on the feasibility of the project.

1.1.2.2 Options Analysis as a minimum:

- .1 Test the feasibility study recommendations using a minimum of three (3) options, schematic (sketch) only;
- .2 Pro/ Cons of each option;
- .3 Financial analysis (Class 'D') including life cycle analysis and best value for operation and maintenance;
- .4 Indication of the preferred option.

1.1.3 Deliverables

- .1 Comprehensive summary of the requirements, conditions, feasibility and options analysis, demonstrating an understanding of the scope of work, including:
 - a) Report on existing infrastructure including its condition, deficiencies and life expectancy;
 - b) Report on existing facilities and systems requirements;

- c) Report on all applicable codes, regulation, standards and authorities having jurisdiction;
- d) Report on environmental impact, sustainability and preliminary environmental assessment;
- e) Report on recommendations and options analysis;
- f) Confirmed or adjusted project cost and time plans;
- g) Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the Departmental Representative;
- h) Report on Class 'D' Order of Magnitude Cost for each option.

RS 1.2 Project Approach

1.2.1 Intent

- .1 A written statement which describes various criteria and data for a project including design objectives, site requirements and constraints, equipment and systems, and requirements. The purpose of this stage is to describe the requirements which must be met to satisfy the requirements of the project. The process seeks to answer the following questions:
 - a) What is the nature and scope of the problem?
 - b) What information is required to develop a proper engineering solution to the problem?
 - c) How much and what type of construction is needed?
 - d) What are the future requirements of this site?

1.2.2 Scope and Activities

- .1 In preparing a functional program, the consultant's main task is to examine the project/ site in detail so as to define the client's needs and objectives. These requirements will establish criteria for evaluating potential design solutions and other strategic alternatives.
- .2 The consultant must understand:
 - a) The impacts of the project on the environment;
 - b) The social impacts of its program on the community;
 - c) The impacts on the existing infrastructure;
 - d) Long term maintenance requirements and operational needs.
- .3 The consultant shall then develop approximate sketches and technical requirements for the proposed works including:
 - a) Details for proposed works;
 - b) Environmental criteria.
- .4 The Consultant shall also advise Departmental Representative on alternatives, such as the engineering and financial implications of various options. The

consultant shall assist in assessing the advantages or benefits and the disadvantages or costs - of each alternative.

1.2.3 Deliverables

- .1 The final Project Review is a report including as a minimum:
 - a) Site requirements;
 - b) Explicit space requirements for the future of the site including:
 - .i Definition of the function of each type of infrastructure;
 - .ii The functional relationships between different types of infrastructure or areas;
 - .iii Site and sketch of the different infrastructures;
 - .iv Special technical requirements of each of the items.
 - c) Financial requirements and a preliminary "Order of Magnitude "Class 'D' budget;
 - d) Scheduling and time frame for the project;
 - e) Other requirements including:
 - .i Regulatory issues;
 - .ii Other requirements from Authorities having Jurisdiction;
 - .iii Community goals and concerns;
 - .iv Ecological and environmental concerns.
 - f) A recommended construction delivery method (traditional design-bid-build, design-build, construction management).

RS 1.3 Implementation Strategy and Schedule

1.3.1 Intent

The purpose of this stage is to detail an implementation strategy to meet the project goals and objectives.

1.3.2 Scope and Activities

As a minimum:

- .1 Prepare a detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals;
- .2 Prepare a project schedule that identifies, in a graphic format such as Critical Path Method (CPM) or Program Evaluation Review Technique (PERT), all activities, milestones including critical deadlines, long lead delivery items and drop dead dates, required for the effective delivery of the project deliverables, including time frames for submissions, reviews and approvals;
- .3 The Implementation Strategy and Schedule described above shall include as a minimum:
 - a) Site Master Plan;

- b) Sequencing of project tasks including items not included as part of constructed works;
- c) Move sequencing;
- d) Client construction requirements (i.e. Security and training, etc.);
- e) Construction strategy;
- f) Advise the Departmental Representative of any changes to the scope that may affect schedule or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding;
- g) Submit the Implementation Strategy and Schedule for review. Revise as required. Resubmit for final approval. The original approved schedule will become the "Baseline" schedule to monitor project progress;
- h) Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals and as a minimum submit monthly updates.

1.3.3 Deliverables

- .1 Implementation strategy
- .2 Time Plan (Schedule)

RS 1.4 Site Condition Reports and Performance Audits

1.4.1 Intent

- .1 The purpose of this stage is to evaluate a site in order to determine the most appropriate management strategy for the retention, maintenance and/or retrofit / renewal of the infrastructure in order to satisfy current and future client requirements.
- .2 The cyclical review of infrastructure consists of the performance of a range of major evaluation and analysis studied:
 - a) Management Plans
 - b) Condition Reports
 - c) Performance Reviews
 - d) Serviceability
- .3 The scope of these cyclical reviews provides, in general terms an examination of inventory performance in five major areas:
 - a) Operational Performance
 - b) Functional Performance
 - c) Financial Performance

- d) Technical Performance
- e) Environmental Performance

1.4.2 Scope and Activities

1.4.2.1 Project Start-up

A Start-Up Meeting will be held at the time and place to be determined by the Departmental Representative.

1.4.2.2 Research Phase

This phase represents the site pre-inspection review of the existing documentation in order to confirm the range of information available and to identify any missing components or areas of concern which will require special attention during the next phase - Infrastructure review.

1.4.2.3 Infrastructure review

- .1 The Consultant team will undertake a detailed review of the current performance conditions of the infrastructure with respect to Operational, Functional, Technical, Environmental and Financial Performance.
- .2 With respect to maintenance, the consultant will:
 - a) Assess the levels of maintenance with respect to infrastructure meeting its anticipated life cycle;
 - b) Ensure that maintenance is completed to a level so as to avoid failure that could impact on users;
 - c) Ensure that systems are evaluated for maintenance and testing;
 - d) The on-site review will be structured in such a manner as to identify and document the inter-relationship of the findings for each specific set of performance criteria as they are affected by other sets of criteria.

1.4.2.4 Report Development

After inspections data is analyzed with respect to condition, remaining useful life, code compliance, condition descriptions, and their impact on the functionality of the asset, and priorities for intervention are established.

1.4.3 Deliverables

- 1.4.1 Content Plan: This section of the Terms of Reference outlines the format and minimum scope of review to be undertaken in the performance of this infrastructure condition study.

1.4.2 The format has been developed in order to provide a direct link with the development of a Site Management Plan and therefore must be strictly adhered to.

1.4.3 The content plan is divided into seven major divisions and appendices:

- a) Executive Summary;
- b) Project Framework/Introduction;
- c) Operational Performance;
- d) Functional Performance;
- e) Technical Performance;
- f) Environmental Performance;
- g) Infrastructure Components Summary Tables;
- h) Appendices:
 - .i Annual Inspections;
 - .ii Serviceability;
 - .iii Performance Audits;
 - .iv Environmental Audit;
 - .v Other Audits and Studies.

RS 1.5 Infrastructure Evaluation & Recommendations Reports

1.5.1 Intent

The purpose of this stage is to identify and evaluate existing infrastructure including as a minimum civil infrastructure, mechanical and electrical equipment and all other infrastructure which will be utilized in the current and future operation of the site.

1.5.2 Scope and Activities

- .1 Prepare a detailed inventory of existing infrastructure and equipment found on the site. Include drawings identifying existing location, layout.
- .2 Based on parameters developed in conjunction with the Departmental Representative and the client department, prepare an evaluation report that assesses the condition of existing infrastructure and equipment. Assess the current inventory against the client department's functional requirements. Include an examination of the following:
 - a) Reusing/refurbishing existing infrastructure and equipment; and/or
 - b) Procuring/ constructing new infrastructure and equipment; and
 - c) Current technologies and innovative solutions for the site;
 - d) Prepare a detailed cost analysis that compares the reuse/refurbishment of existing infrastructure and equipment, with the purchase of new . Consideration should be given to cost effectiveness and time frames required for refurbishment of existing infrastructure and equipment and/or the procurement of new.

1.5.3 Deliverables

Submit report for review, revise as required and resubmit for final approval.

RS 1.6 Engineering/ Geotechnical or Other Investigations

1.6.1 Intent

The purpose of this stage is to research and carry out all Geotechnical and Engineering investigations, as a minimum, to complete the requirements of the site or project. These are discrete services that the proponent may be required to engage in, but these services are not included in the assessment of the proposal.

1.6.2 Scope and Activities

- .1 Conduct investigations to obtain the required information, as a minimum Geotechnical and Engineering, to prepare and carry out the activities necessary to establish the required infrastructure for the site or project.
- .2 Prepare report on each investigation clearly describing what information was required, why it was required and what the results were.

1.6.3 Deliverables

Submit report for review, revise as required and resubmit for final approval

RS 1.7 Environmental Requirements

1.7.1 Intent

The purpose of this stage is to outline the requirements for discharge off site, erosion control and water management, environmental protection, waste management and permitting.

1.7.2 Scope and Activities

- .1 Prepare a report that identifies environmental requirements and make appropriate recommendations.
- .2 Prepare requirements for a water management, waste management and environmental protection plans for construction and post construction stages.

1.7.3 Deliverables

Submit report for review, revise as required and resubmit for final approval.

RS 1.8 Environmental Assessments

1.8.1 Objectives

To identify by investigation and reporting any potential environmental effects. To plan mitigation measures so that they may be incorporated into the project design thereby avoiding or minimizing any effects and to determine whether there are any environmental constraints to the decision making options.

1.8.2 Scope and Activities

- .1 To meet the requirements of the Canadian Environmental Assessment Act (CEAA) the consultant will be required to determine:
 - a) if public participation is required;
 - b) identify any significant or ecological sensitive areas in the vicinity of the project area;
 - c) identify any potential impacts from the projects interactions with environmental and social components;
 - d) recommend mitigation measures to address potential effects on environmental and social components;
 - e) evaluate whether the project will cause significant adverse environmental effects;
 - f) provide recommendations of the necessity of a follow-up program and recommend whether there are any environmental constraints to supporting the project.
- .2 Environmental assessments will be done on each project in accordance with the CEAA.

1.8.3 Deliverables

A report that identifies and meets all environmental aspects necessary for the proposed project.

RS 1.9 Order of Magnitude Class 'D' (Indicative) Cost Reports**1.9.1 Intent**

The purpose of this stage is to provide an indication of the total cost of the project, based on the user's functional requirements to the degree known at the time. It is based on historical cost data for similar work, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size and time. All related factors affecting cost are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the project total cost and completion date. This estimate is used to establish the indicative estimate required by Treasury Board for Preliminary Project Approval.

1.9.2 Scope and Activities

- .1 Cost Planning: Specific tasks include as a minimum:
 - a) Prepare cost plans from project briefs, preliminary concepts or other preliminary information;
 - b) Prepare cost analysis;
 - c) Prepare option analysis and "what if" scenarios;
 - d) Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
 - e) Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
 - f) Advise on alternative procurement and construction strategies to create efficiencies wherever possible;
 - g) Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.
- .2 Cost Estimating: Develop cost estimates of projects:
 - a) Prepare order of magnitude Class 'D' cost estimates; and further develops the cost estimate to level Class 'A' ready for tender.
 - b) Quantify design and construction costs, contingencies and risks;
 - c) Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach; Investigate and report on life-cycle costs;
 - d) Document all unit pricing, analysis, and valuation.

1.9.3 Deliverables

- .1 Cost Planning
 - a) Cost plans;
 - b) Cost analyses and "what if" scenarios;
 - c) Cash flows; and / or
 - .d Reports on alternative procurement and construction strategies or other project-related issues.
- .2 Cost Estimating
 - a) Fully detailed cost estimate. Order of magnitude Class 'D' accuracy; and further develops the cost estimate to level "A" ready for tender.
 - b) Documentation of the methodology of the estimate and any assumptions made;
 - c) Documentation of all pricing and valuation calculations;
 - d) Reports on investigation of costing alternatives; and / or
 - e) Reports on life-cycle costs.

RS 1.10 Hydrology and Drainage Structure Sizing Design**1.10.1 Intent**

A study of the local hydrology to assess the requirements for drainage structure design.

1.10.2 Scope and Activities

To review and summarize aspects of drainage requirements for a project and to calculate the structure type and sizing requirements.

1.10.3 Deliverables

A detailed engineering design of drainage structures for each project requirement and a report that outlines the basis for structure sizing and location.

RS 1.11 Regulatory Issues**1.11.1 Intent**

To confirm that all design meets all requirements as set forth by code and regulatory authorities having jurisdiction.

1.11.2 Scope and Activities

To attend meetings for discussion purposes of any design issues and to resolve any design issues.

1.11.3 Deliverables

Plans and specifications compliant with necessary requirements meeting regulatory and code requirements.

RS 2.0 CONCEPT DESIGN**2.1 Intent**

To translate the project requirements into preliminary design to explore design options and analyze them with respect to priorities and program objectives previously identified. Out of this process, one option will be recommended to proceed to Design Development.

2.2 Scope and Activities

- 2.2.1 Obtain written approval from Departmental Representative for development of schematic design options based on the analysis of the Project Brief;
- 2.2.2 Provide alternative design options exploring possible technical and environmental strategies which are viable and have potential for development;
- 2.2.3 Analyze each solution with regard to the project goals including cost and schedule;

- 2.2.4 Write a preliminary project-description report outlining the various components and system options;
- 2.2.5 Produce an environmental assessment and Canadian Environmental Assessment Act (CEAA) Screening Report, if requested;
- 2.2.6 Minimize the use of hazardous/toxic materials and products made from endangered or rare species (i.e. tropical hardwoods);
- 2.2.7 Recommend one option for further development with all supporting background and technical justifications;
- 2.2.8 Produce a Class 'C' cost estimate for the various options; and be prepared to further develops the cost estimate to level Class 'A' ready for tender.
- 2.2.9 Produce an implementation schedule, including alternative procurement and construction strategies.

2.3 Deliverables

- 2.3.1 Schematic Design Drawings;
- 2.3.2 Site plan showing proposed works, existing infrastructure, existing and proposed
- 2.3.3 Description of the options with recommendation of preferred solution;
- 2.3.4 Waste Management plan
- 2.3.5 Project specification amendment;
- 2.3.6 Environmental Assessment Report and recommendations of decisions for the CEAA, if requested;
- 2.3.7 Cost Plan, including cost analysis, "what if" scenarios, potential risks, alternative procurement and construction strategies;
- 2.3.8 Class 'C' Cost Estimate, including methodology of the estimate, assumptions made, costing alternatives and life cycle costs. Document all unit pricing, analysis, and valuation
- 2.3.9 Prepare project master schedule and identify potential risks to schedule;
- 2.3.10 Report on deviation from schedule and recommend corrective measures or updated time line.

RS 3.0 DESIGN DEVELOPMENT

3.1 Intent

To further develop one of the options presented at the Concept Design stage. The Design Development documents consist of drawings and other documents to describe the size and character of the entire project as to engineering, structural, environmental, mechanical and electrical systems, materials and such other elements as may be appropriate.

3.2 Scope and Activities

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 19

- 3.2.1 Obtain written approval from Departmental Representative for development of one of the proposed concept design options;
- 3.3.2 If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required;
- 3.3.3 Expand and clarify the Concept Design intent for each design discipline;
- 3.3.4 Present the design materials to the client, design review or other committees as indicated by the Departmental Representative;
- 3.3.5 Present the design to the government or local authorities where required;
- 3.3.6 Ensure coordination of all disciplines' design development;
- 3.3.7 Analyze the constructability of the project and advise on the construction process and duration;
- 3.3.8 Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on tenants;
- 3.3.9 Continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project;
- 3.3.10 Define Commissioning Requirements;
- 3.3.11 Provide a list of all NMS sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

3.3 Deliverables

- 3.3.1 Plans for all works, including all disciplines, showing all infrastructure. Indicating all key dimensions;
- 3.3.2 Preliminary works plans and plans for site preparation;
- 3.3.3 Engineering, engineering details.
- 3.3.4 Elevations;
- 3.3.5 Site models as required;
- 3.3.6 Outline specifications for all systems and principle components or equipment;
- 3.3.7 Updated cost plan and cash flow;
- 3.3.8 Class 'B' (substantive) cost estimate showing changes from Class 'C' (indicative) cost estimate
- 3.3.9 Update time plan (Schedule) with highlighted changes to the time plan;
- 3.3.10 Preliminary construction schedule including long term delivery items;
- 3.3.11 Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
- 3.3.12 Prepare a commissioning Brief describing major commissioning activities which include, as a minimum, civil, mechanical, electrical, municipal and integrated system testing;
- 3.3.13 Updated sustainable development strategy report.

RS**4.0 CONSTRUCTION DOCUMENTS****4.1 Intent**

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 20

- 4.1.1 Based on approved Design Development documents, the Consultant is required to prepare drawings and specifications setting forth in detail the requirements for the final cost estimate and construction of the project.
- 4.1.2 To prepare drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.
 - a) 33% indicates technical completeness of all working documents;
 - b) 66% indicates substantial technical development of the project - well advanced engineering and engineering plans, details, schedules and specifications;
 - c) 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
 - d) Develop project specific Systems Operations Manual (SOM);
 - e) Final Submission incorporates all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call.

4.2 Scope and Activities

Activities are similar at all three stages; completeness of the project development should reflect the stage of a submission.

- a) Obtain Project Manager's approval for Design Development submissions (33%, 66%, 99% and final)
- b) Requirements pertaining to such elements as format, type, content, number of copies, etc. For the preparation and submission of Construction Documents are presented in PA 1 and in Doing Business with A&ES.
- c) Confirm format of drawings and specifications;
- d) Clarify special procedures (i.e. phased construction);
- e) Submit drawings and specifications at the required stages. (33%, 66%, 99%);
- f) Provide written response to all review comments and incorporate them into Construction Documents where required;
- g) Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
- h) Update the project time plan (schedule);
- i) Prepare a final Class 'A' (substantive) estimate;
- j) Review and approve materials and construction processes specifications to meet sustainable development objectives.

4.3 Details

4.3.1 Technical and Production Meetings

- a) Production of construction documents at the 33%, 66%, and 99% submissions will be reviewed during the meetings arranged by Departmental Representative and Consultant;

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

Page RS - 21

- b) Representatives from Client Department(s) and PWGSC/Other Government Department (OGD) support staff will be present as arranged by the Departmental Representative;
- c) Consultant shall ensure that their staff and the sub-consultant representatives attend the technical and production meetings as required;
- d) Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;
- e) Consultant shall arrange for all necessary data, progress prints, etc.;
- f) Consultant shall prepare minutes of the meetings and distribute copies to all participants.

4.3.2 Progress Review

- a) As work progresses on construction drawings, submit, from each discipline, drawings, schedules, details, pertinent design data and updated Cost Plan and Project Schedule as required.

4.4 Deliverables

4.4.1 Deliverables are similar at all three stages; completeness of the project development should reflect the stage of a submission.

4.1.2 99% Submission:

- a) Complete specification and working drawings.
- b) 99% Commissioning plan and Systems Operations manual
- c) One copy of site information, soil investigation report, borehole logs, etc.
- d) One copy of support data, studies, calculations, etc., required by Engineering disciplines for final checking and record.
- e) One copy of updated Cost Plan and Project Schedule

4.1.3 Final Submission:

- a) This submission incorporates all revisions required by the review of the 99% submission. Provide the following:
 - .i Ten complete sets of originals of the working drawings.;
 - .ii Ten sets of original specifications;
 - .iii Class 'A' estimate;
 - .iv Complete Commissioning Plan;
 - .v Complete Systems Operations Manual;
 - .vi As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification;
 - .vii Inspection Authorities Submission;
 - .viii Submit and obtain approval on plans and specifications required by Inspection Authorities before tender call.

RS 5.0 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD**5.1 Intent**

To assist in obtaining and evaluating bids from qualified contractors to construct the project as per the Tender Documents.

5.2 Scope and Activities**5.2.1 Tender Call**

- a) The Departmental Representative shall be responsible for the production of the required number of copies of the Tender Documents and for such other documents as are necessary for tender call purposes.
- b) The Consultant shall:
 - .i Prepare, sign, seal and submit complete sets of approved tender-ready, Construction Drawings and Specifications to the Departmental Representative. Requirements pertaining to number and types of copies of Construction Drawings and Specifications are outlined below under PA 1.
 - .ii Provide the Departmental Representative with all information required by tenderers to fully interpret the Construction Documents. The Contracting Authority will issue the addenda to all participants.
 - .iii Attend tenderers briefing meeting(s) (i.e. Job Showing), upon request
 - .v Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority. The Contracting Authority will issue the addenda to all participants; and

5.2.2 Bid Evaluation and Construction Contract Award

- .a The Consultant shall, as a minimum, assist tender evaluation by providing advice on such elements as;
 - .i The completeness of tender documents in all respects;
 - .ii The technical aspects of the tenders;
 - .iii The effect of alternatives and qualifications which may have been included in the tender;
 - .iv The tenderers capability to undertake the full scope of work;
 - .v The availability of adequate equipment to carry out the work;
 - .vi Examine and report on any cost and schedule impact created by the issue of tender / contract addenda.
- b) If PWGSC/OGD decides to re-tender the project, provide advice and assistance to the Departmental Representative;
- c) Revise and amend, at your cost, the construction documents to bring the cost of the work within the limits stipulated.

5.3 Deliverables

5.3.1 Originals of drawings and specifications;

5.2.2 Electronic copies of drawings and specifications;

5.2.3 Addenda where needed;

5.2.4 Full notes of all inquiries, and related correspondence, during the bidding period;

5.2.5 Changes to the documents, if re-tendering is necessary;

5.2.6 Updated cost estimate or schedule;

5.2.7 Submission Requirements for Construction Drawings and Specifications;

5.2.8 Provide three (3) complete sets of approved Construction Drawings as follows:

- a) One (1) hard copy, signed and sealed; and
- b) Two (2) electronic copies (one in native format and one in PDF format);

5.2.9 Provide three (3) sets of approved Construction Specifications as follows:

- a) One (1) hard copy properly bound and covered; and
- b) Two (2) electronic copies (one in native format and one in PDF format).

5.2.10 The electronic true copy of drawings and specifications is for tendering purposes only and do not require to be signed and sealed.

5.2.11 The original signed and sealed hard copy of drawings and specifications will be the version used by the successful contractor for construction and building permit purposes.

5.2.12 Electronic Versions of Construction Drawings and Specifications

- a) Electronic true copy of the final submission drawings and specifications on one or multiple CD-ROM in Portable Document Format (PDF) in accordance with Doing Business with A&ES.
The PDF files should to the greatest extent possible be derived from the native software in which they were created and must not have any password protection and printing restrictions.

RS 6.0 CONSTRUCTION & CONTRACT ADMINISTRATION & POST CONSTRUCTION WARRANTY REVIEW**6.1 Construction and Contract Administration**

6.1.1 Construction Schedule

- a) As soon as practical after the award of the Construction Contract, request from the Contractor a detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule;
- b) Monitor and report the progress of the construction;
- c) Notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays.

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

6.1.2 Construction Meetings

- a) Advise the Contractor to hold and attend construction meetings as required by the Construction Contract;
- b) Advise regarding the dates and times of the proposed meetings;
- c) Attend all such meetings;
- d) Maintain a record of the proceedings of such meetings and provide copies as required in RS 1.1.

6.1.3 Clarification and Interpretation

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

6.1.4 Shop Drawings

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

6.1.5 Testing and Inspection

- a) Recommend the need for, and review, test reports of materials or construction;
- b) Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise accordingly;
- c) Request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise accordingly;

Request for Standing Offer

Multi-Disciplinary Engineering Services

Esquimalt Graving Dock, British Columbia

Requisition No. EZ899 - 170242

- d) Specify in the construction documents product and performance testing to be undertaken by the Contractor.

6.1.6 Site Visits

- a) Make visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
- b) Record and report on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed;
- c) Recommend the action to be taken.

6.1.7 Changes to Construction Contract

- a) Submit all requests and recommendations for changes to the Construction Contract and their implications for approval;
- b) Obtain quotations from the Contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations.
- c) The Departmental Representative shall issue Change Orders for all approved changes.

6.1.8 Contractor's Progress Claims

- a) Request from the Contractor a cost breakdown of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown prior to the Contractor's first progress claim;
- b) Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction Contract, and submit for approval and processing; and If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.

6.1.9 Interim Completion of the Project

- a) Review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
- b) Request, review for completeness and adequacy and submit all operation and maintenance manuals or items to be provided by the Contractor, in accordance with the Construction Contract;
- c) Prepare and submit for approval, and as a basis for payment to the Contractor, an Interim Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified.

6.1.10 As-built and Record Drawings

Before issuance of the Final Certificate of Completion:

- a) Provide three paper sets and three electronic disk sets of record drawings (file formats as per RS 1.1.6);
- b) Verify that record drawings incorporate all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions;
- c) Verify that record drawings are labelled "Record", dated and signed by the Consultant;
- d) Provide a marked-up copy of the specifications recording changes related thereto.

6.1.11 Final Completion of the Project

- a) Advise when the construction has been completed in general conformity with the Construction Contract;
- b) Make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, prepare and submit for approval and final payment to the Contractor, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturer's and supplier's warranties.

6.2 Post-Construction Warranty Review

6.2.1 If requested, review any defects during the Contractor's warranty period;

6.2.2 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;

6.2.3 At the end of any warranty period, carry out a final review of the Project and report the status of defects. If the Departmental Representative accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

6.3 Commissioning

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

- a) Provide complete documentation on the operations and maintenance requirements;
- b) prepare Systems Operations Manual (SOM). Content of SOM and Contractor's Operation and Maintenance (O&M) manual shall be in accordance with Project Commissioning Manual 2000 edition;
- c) Carry out various checks and tests to determine if the new facilities function in accordance with the contract documents;

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

RS 7.0 RISK MANAGEMENT (ALL STAGES)

7.1 Intent

The consultant is to provide support to the Departmental Representative in identifying risks throughout the project life cycle.

7.2 Scope and Activities

7.2.1 Identify risk events based on past experience and using proposed checklist or other available lists;

7.2.2 Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);

7.2.3 Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);

7.2.4 Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and

7.2.5 Implement risk mitigation.

7.3 Deliverables

7.3.1 Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Documents stages;

7.3.2 Include input from all sub-consultants, and from Client;

7.3.3 Take steps to implement risk mitigation. This includes as a minimum further recommendations, analysis, investigations, site meetings and site supervision.

RS 8.0 ESTIMATING AND COST PLANNING

8.1 Cost Specialist (where required by project scale/scope and as outlined in the call-up).

8.1.1 Delivering projects on time and within budget is a high priority. A fully qualified cost estimating, cost planning and cost control resource(s), referred to herein as the Cost Specialist, with a demonstrated record of successful cost management on construction projects may be required.

This Cost Specialist will be conversant with all aspects of construction cost estimating during the design stages including the use of Elemental Cost Analysis, Risk Analysis, Life Cycle Costing and Value Engineering/Management techniques.

8.1.2 The purpose of cost planning and cost control is to assist in the accomplishment of project cost objectives. It is a continuous and interactive process involving planning, action, measurement, evaluation and revision.

8.2 Scope of Services

8.2.1 The Cost Specialist shall provide an interactive and continuous cost consulting service from the commencement of project design through to construction completion and subsequent evaluation, including the preparation of complete estimates for all construction trades, escalation, inflation and contingency costs, as noted in the previous RS sections.

8.1.2 The Cost Specialist shall provide a cost advising, and cost monitoring/reporting service.

8.1.3 The Cost Specialist shall attend all relevant project and production meetings throughout the design phases and be prepared to present and defend the estimates directly to the Departmental Representative.

8.3 Cost Estimate and Planning Report

8.3.1 The Cost Specialist is to provide continuous cost monitoring, timely identification and early warning of all changes that affect or potentially affect the estimated construction costs of the project.

8.1.2 If the estimate falls short of or exceeds the Construction Cost Limit due to such changes, the Cost Specialist with the Consultant team shall fully advise the Departmental Representative. The Cost Specialist with the Consultant team shall propose alternative design solutions.

8.1.3 An Cost Estimate and Planning Report will include sufficient description and cost detail to clearly identify:

- a) Scope Change: Identifying the nature, reason and total cost impact of all identified and potential project scope changes affecting Construction Cost Estimate;
- b) Cost Overruns and Under runs: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations;
- c) Options Enabling a return to the Construction Cost Estimate: Identifying the nature and potential cost effects of all identified options proposed, in order to return the project within the Construction Cost Estimate.

8.4 Responsibilities

The Cost Specialist will review their own work on a continuing basis to determine the validity and completeness of the information provided. In the event areas of concern are identified, including errors and omissions as well as areas of inadequate detail or areas that require further explanation, the Cost Specialist shall re-examine the estimates provided and make such revisions required and / or provide ample acceptable evidence that such corrections or amendments are unnecessary.

8.5 No Action Abrogates Consultant's Responsibilities

8.5.1 No acceptance or approval by PWGSC/OGD, whether expressed or implied, shall be deemed to relieve the Cost Specialist, or the Consultant, of professional or technical responsibility for the estimates and cost reports.

8.1.2 Neither does acceptance of an estimate by PWGSC/OGD in any way abolish the Consultant's responsibility to maintain the specified Construction Cost Limit throughout the life of the project, or the requirement to redesign should the lowest acceptable bid differ significantly from the agreed Construction Cost Plan, unless and until the Departmental Representative indicates otherwise in writing.

RS 9.0 ENVIRONMENTAL SURVEYS

9.1 Intent

- .1 To collect the required environmental baseline information to input into an environmental assessment;
- .2 To confirm/delineate current constraint mapping conditions from any management plans (e.g. fish, species at risk, migratory birds, watercourses, wetlands) that is based on habitat characterization. Cultural resource constraint mapping will be verified on an opportunistic basis only;

- .3 To collect baseline watershed and hydrological data to assess overall characteristics and complement civil infrastructure requirements.

9.2 Scope and Activities

- .1 Field data will be recorded in a spatial database utilizing GPS technology and information will be managed and analyzed using a relational database management system. GPS/GIS Specifications will be compatible with requirements specified. Updates to the constraints mapping will also be required.
- .2 No areas will be excluded from the field survey, and the approach will be to assess the perimeter of a potentially suitable habitat or resource and possibly a cross section to determine if the area would be or is habitat for a species, or highly likely that the species is actually present or may contain resources. Opportunistic observations will be made where applicable and where possible.

9.3 Deliverables:

A environmental survey report containing all of the data and findings as related to the baseline survey.

RS 10 DATA ANALYSIS AND REPORTING

10.1 Intent

To identify environmentally and ecological sensitive areas within the proposed work area which require rehabilitation and/or should be protected from proposed works.

10.2 Scope and Activities

Analyze the data collected for the environmental report and prepare a written report highlighting findings as they may relate to the proposed project.

10.3 Deliverables

- .1 A report that will include the following elements:
 - a) An outline of the environmental parameters measured and referenced to the GIS layers which apply to each aspect;
 - b) Describe and report on the effects of existing and proposed works including:
 - .i Highway improvements and construction
 - .ii Bridge construction
 - .iii water crossings;
 - .iv erosion and sediment control features, including absence of features where required;

- .v Rehabilitation requirements for cleared and grubbed areas which may include re-vegetation, re-contouring, reestablishment of watercourses, etc; and impacts on watercourse including impacts to riparian buffers.
- c) Findings that will enable the development of any stream monitoring and follow-up plans to measure the success of the remedies to allow for modifications and continuous improvement over time;
- d) All lessons learned; including suggestions on how costs could be reduced in future , monitoring, surveying, sampling and efficiencies to be gained;
- e) Suggested follow up surveying and/or sampling.

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:

$$\begin{array}{rcl} \text{Technical Rating} \times 90\% & = & \text{Technical Score (Points)} \\ \text{Price Rating} \times 10\% & = & \text{Price Score (Points)} \\ \hline \text{Total Score} & & \text{Max. 100 Points} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

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

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

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is twenty five (25) pages.

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

- Covering letter
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions – Required Documentation
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Team Identification (Appendix B)
- Price Proposal Form (Appendix C)
- Bidders Board of Directors (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:

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

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide professional engineering 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 of British Columbia.

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

3.1.3 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.

3.2 RATED REQUIREMENTS

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

3.2.1 Management & Delivery of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:* recommended two to three (2-3) pages

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) Describe in some detail (half page) how you deal with co-ordination of sub consultant work.
 - f) Demonstration of how the team intends to meet the 'Project Response Time Requirements'.

3.2.2 Past Experience

1. *What we are looking for:*
Demonstration that over at least the past ten (10) years, the Proponent has participated in a range of design and construction projects requiring a full scope of services in accordance with the Required Services (RS) section. The firm's participation in these projects should have involved small and large renovations as well as new construction. Demonstrate capabilities in doing multi-disciplinary construction projects in dock related environments.
2. *What the proponent should provide:* recommended three (3) pages of text and three (3) separate pages of images. The projects presented must be completed projects.
 - a) A brief description of three (3) projects, of which one project should be new construction valued between \$1,000,000 and \$10,000,000, one project should be a rehabilitation valued between \$500,000 and \$1,000,000, and one project should be a renovation project valued under \$500,000. and completed within the last ten (10)

- years by the firm, at least two (2) of the projects should be local and demonstrate at least four (4) major engineering disciplines working together and managed by the proponent. The values should be for complete projects and not a phase or part of a larger project.
- b) Scope of services rendered should highlight multi-disciplinary engineering for major infrastructure projects relevant to the needs of Esquimalt Graving Dock, sustainable design, innovative strategies, and construction management. This request for proposals does not include buildings or other architectural work which is not relevant to typical ports like the EGD.
 - c) "Indicate project objectives, constraints, deliverables, and adherence to budget and schedule.
 - d) Include the names of Proponent staff personnel who were involved, their respective responsibilities and list the sub-consultant team firms;
 - e) List sub-consultants;
 - f) Indicate the construction budget for the listed projects;
 - g) Indicate the completion dates for the listed projects;
 - 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 20) 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.

3.2.3 Senior Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.
2. *What the Proponent should provide:* recommended one (1) page per senior personnel. Relative weighting for resumes is found in SRE 3.3, EVALUATION AND RATING.
 - a) Submit a maximum of four (4) c.v.'s, one for each of the four (4) major disciplines (civil, structural, electrical, environmental).
 - b) Involvement in the projects listed in 3.2.2;
 - c) Indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section;
 - d) Identify the number of years with the firm or the number of projects worked on together;

- e) Professional accreditation.
- f) Indicate how many years these senior personnel from different disciplines have worked together.

3.2.4 Project Team Expertise and Experience

1. *What we are looking for:*
A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. Identify sub consultant staff normally engaged on projects.
3. *What the Proponent should provide:* recommended one (1) page per project personnel. Relative weighting for resumes is found in SRE 3.3, EVALUATION AND RATING.
 - a) Submit a maximum of eight (8) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups, two (2) for each of the four (4) major disciplines (civil, structural, electrical, environmental);
 - b) Indicate the years of experience which each of the project personnel has in the provision of the services specified in the Required Services (RS) section;
 - c) Identify the number of years with the firm or the number of projects worked on together;
 - d) Professional accreditation.

3.2.5 Proposal Format and Presentation

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

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
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Management & Delivery of Services	1.5	0 - 10	0 - 15
Past Experience	2.5	0 - 10	0 - 25
Senior Personnel Expertise and Experience	2.5	0 - 10	0 - 25
Project Team Expertise and Experience	2.5	0 - 10	0 - 25
Proposal Format and Presentation	1	0 - 10	0 - 10
Total	10		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:

NON RESPONSIVE	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 does not possess qualifications and experience	Proponent lacks minimum 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
	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 sixty (60) 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 sixty (60) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) 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 - 10

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 two (2) 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 – Required documentation – **as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.
- ☐ Proposal - 1 original + [5] copies
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer
- ☐ Team Identification -completed and signed form provided in Appendix B
- ☐ Bidders Board of Directors (Appendix D)

In a separate envelope:

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

APPENDIX A

Declaration / Certifications Form

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

Size of Organization

___ Sole Proprietorship

Number of Employees _____

___ Partnership

Graduate Architects/ _____
Prof. Engineers: _____
Other Professionals _____

___ Corporation

___ Joint Venture

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 such request by Canada will also render the proposal non-responsive, may result in the Standing Offer set-aside, or will constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 HRSDC-Labour.
- OR ☐ A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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 with FPS, proponents must provide the information required below before the issuance of a standing offer.

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.

Declaration / Certifications Form (page 4 of 5)

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.

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 so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

APPENDIX B

Team Identification

*For details on this format, please see SRE in the Request For Standing Offer.
The Proponent 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. The key individuals are those licensed to practice in British Columbia.*

Proponents are not to alter or add information to the form.

Note: Marine and Mechanical are expected to have a minor role in the work and therefore are not part of the technical assessment, but are included in the price proposal as a contingency that can be accounted for in order to obtain unit prices for call-up calculation.

I. Proponent Consultant:

Civil

Civil is expected to be the lead and co-ordinating discipline, and covers all site services.
See weight rating in Appendix C.

Firm Name
.....

Key Individuals and provincial professional licensing status

.....
.....
.....

II. Key Sub Consultants:

Environmental

Firm Name
.....

Key Individuals and provincial professional licensing status

.....
.....
.....

Structural

Firm Name
.....

Key Individuals and provincial professional licensing status

.....
.....
.....

Mechanical

Firm Name
.....

Key Individuals and provincial professional licensing status
.....
.....
.....

Electrical

Firm Name
.....

Key Individuals and provincial professional licensing status
.....
.....
.....

APPENDIX C

Price Proposal Form

APPENDIX C - PRICE PROPOSAL FORM

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. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Esquimalt Graving Dock are to be calculated as an integral part of the hourly rates.
7. This standing offer applies to work at the Esquimalt Graving Dock, travel to other locations for provision of services is not anticipated. In the event that travel is required to get to other work sites, travel expenses will be paid at Treasury Board rates from and returning to the 50 km. Perimeter, upon prior approval from the Departmental Representative.
8. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).

1) Year 1 through Year 3

Please complete each table 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0. These prices will be firm for year 1, year 2 year 3.

1.0 Civil Engineering / Prime Consultant	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Category of Personnel			
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

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

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

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

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

6.0 Electrical Engineering	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Category of Personnel			
Partner or principals of the firm	5		
Senior Personnel	25		
Intermediate Personnel	40		
Junior Personnel	25		
Administrative Support	5		
Total	100		

2) Optional Year

Please complete each table 1.0, 2.0, 3.0, 4.0, 5.0 and 6.0. These prices will be firm for the option year.

1.0 Civil Engineering / Prime Consultant	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Category of Personnel			
Partner or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

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

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

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

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

6.0 Electrical Engineering	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Category of Personnel			
Partner or principals of the firm	5		
Senior Personnel	25		
Intermediate Personnel	40		
Junior Personnel	25		
Administrative Support	5		
Total	100		

3) Calculation of Total for Evaluation

Table 7 - Discipline Totals For years 1, 2, 3 and the option year*	Total Prices for Years 1, 2 and 3 (A)	Multiplied by (B)	Total Prices for Option Year (C)	Multiplied by (D)	Discipline Totals Formula: (A x B) + (C x D)
1.0 Civil / Proponent		0.75		0.25	
2.0 Environmental Engineering		0.75		0.25	
3.0 Structural Engineering		0.75		0.25	
4.0 Marine Engineering		0.75		0.25	
5.0 Mechanical Engineering		0.75		0.25	
6.0 Electrical Engineering		0.75		0.25	

*Note: Total prices will be taken from the totals of each discipline table for years 1 through 3 and the option year.

Table 8 - Discipline Totals with Weight Factor	Weight Factor (C)	Discipline Totals**	Total (C X Disc. Totals)
1.0 Civil / Proponent	40		\$
2.0 Environmental Engineering	10		\$
3.0 Structural Engineering	25		\$
4.0 Marine Engineering	5		\$
5.0 Mechanical Engineering	5		\$
6.0 Electrical Engineering	15		\$
Total for Evaluation	100		\$

**Note: the discipline totals will be taken from the Table 7 Discipline Totals for each corresponding discipline.

4) Signature of Consultant or Joint Venture Consultants.

..... Firm signature & capacity
..... Firm signature & capacity
..... Firm signature & capacity
..... Firm signature & capacity
..... Firm signature & capacity
..... Firm signature & capacity

END OF PRICE PROPOSAL FORM

APPENDIX D

Bidders Board of Directors

E-mail Address:	
Branch: ACQUISITIONS BRANCH	
Complete Legal Name of Supplier	
Supplier Address	
Supplier PBN	
Solicitation Number (or proposed Contract Number)	
Board of Directors (Use format - first name last name)	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Additional Directors:	
Additional Comments:	

E-mail form to
IntegrityCheck@tpsgc-pwgsc.gc.ca

APPENDIX E

DOING BUSINESS WITH A&ES

Table of Contents

SECTION 1 DOING BUSINESS WITH PWGSC -PACIFIC REGION.....	34 PAGES
SECTION 2 PACIFIC REGION SPECIFICATION REFERENCE MANUAL....	20 PAGES
SECTION 3 PWGSC NATIONAL CADD STANDARD.....	52 PAGES

(bound separately)

APPENDIX F

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

RECEIVED
AUG 31 2016

Contract Number / Numéro du contrat

EZ899 - 170242

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) .
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada		2. Branch or Directorate / Direction générale ou Direction Real Property, Professional & Tech. Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Standing Offer, EGD, Multi Disciplinary Engineering Services			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EZ899 - 170242

Security Classification / Classification de sécurité

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

Security Classification / Classification de sécurité



Part 1 - Summary Chart (Summary)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restrictions	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EZ899-170242

Security Classification / Classification de sécurité

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Danny Kilroe		Regional Chief Security	
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
(604) 466-6186	() -	danny.kilroe@pwgsc.gc.ca	2016/08/30
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Tian Lam		Supply Specialist	
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date
(604) 775-9352	(604) 775-6633	tian.lam@pwgsc.gc.ca	Aug 29/2016
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Vanessa Good-Davidson			
		E-mail address - Adresse courriel	Date
			Oct. 7, 2014

Agente à la Sécurité des contrats | Contract Security Officer
Secteur de la Sécurité industrielle, TPSGC | Industrial Security Sector, PWGSC
Vanessa.Good-Davidson@tpsgc-pwgsc.gc.ca
Téléphone : 613 941-0441

Security Classification / Classification de sécurité