



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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 - Western  
Region  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> Heavy Civil Engineering Services	
<b>Solicitation No. - N° de l'invitation</b> EP922-180933/A	<b>Date</b> 2017-12-20
<b>Client Reference No. - N° de référence du client</b> VARIOUS-EP922-180933	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-050-10414
<b>File No. - N° de dossier</b> PWZ-7-40073 (050)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-01-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> McRuer, Daniel	<b>Buyer Id - Id de l'acheteur</b> pwz050
<b>Telephone No. - N° de téléphone</b> (204)295-6634 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SEE HEREIN	
<b>Security - Sécurité</b> 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**

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

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## **REQUEST FOR STANDING OFFER (RFSO) HEAVY CIVIL ENGINEERING SERVICES**

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

Canada will have the right to declare a 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

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 possess a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

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

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

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

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## GENERAL INSTRUCTIONS TO PROPONENTS (GI)

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## 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>.
4. 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.
5. 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>.
6. 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 Heavy Civil Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for projects in the Western Region, excluding Comprehensive Land Claim Areas, Nunavut and Northwest Territories.

Geographic Zones and area boundaries are as follows and will be such each time they appear in this Request for Standing Offer (RFSO) described:

- Northern Alberta covers the area of Red Deer, AB and north;
  - Southern Alberta covers the area south of Red Deer;
  - Northern Saskatchewan covers the area north of Davidson, SK;
  - Southern Saskatchewan covers the area of Davidson and south; and
  - Manitoba is all of Manitoba
2. Proponents shall be licensed or eligible to be licensed to practise in the province governing each applicable zone or zones (i.e. Alberta, Saskatchewan and/or Manitoba. If a Proponent is licensed to practise in only one of the three provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last seven (7) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
  3. It is PWGSC's intention to authorize up to fifteen (15) Standing Offers, three (3) in each zone, Northern and Southern Alberta, Northern and Southern Saskatchewan, and Manitoba, each for a period of three (3) years. The total dollar value of all Standing Offers is estimated to be \$15,750,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$700,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
  4. The total dollar value of \$15,000,000.00 (GST Extra) will be distributed across five (5) Western Region Zones, in the following amounts:

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Northern Alberta	\$3,000,000.00
Southern Alberta	\$3,000,000.00
Northern Saskatchewan	\$2,000,000.00
Southern Saskatchewan	\$2,000,000.00
Manitoba	\$5,000,000.00
<b>Total:</b>	<b>\$15,000,000.00</b>

- Funding will be distributed between the top firms for each zone as follows:
  - where 3 Standing Offers are authorized - 42% for the top ranked firm, 33% for the 2nd, 25% for the 3rd
  - where 2 Standing Offers are authorized - 55% for the top ranked firm, 45% for the 2nd
  - Where 1 Standing Offer is authorized - 100% for the top ranked firm
- This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), North American Free Trade Agreement (NAFTA) and World Trade Organization - Agreement on Government Procurement (WTO-AGP).

### **GI 3 PROCUREMENT BUSINESS NUMBER**

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

### **GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE**

- The Contracting Authority for this Request for Standing Offer is:

Public Works and Government Services Canada  
Real Property Contracting Directorate  
Room 100, 167 Lombard Ave.  
Winnipeg, MB R3B 0T6

Daniel McRuer  
Title: Procurement Specialist  
Telephone: (204) 295-6634  
Email: dan.mcruer@pwgsc-tpsgc.gc.ca

- The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
- A Departmental Representative will be identified at time of each individual Call-Up.
- 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 twelve (12) calendar 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;
  - 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.

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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](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

## **GI 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

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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 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

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## **STANDING OFFER PARTICULARS (SP)**

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

## STANDING OFFER PARTICULARS

### SP 1 GENERAL

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

### SP 2 WITHDRAWAL/REVISION

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

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

### SP 3 PERIOD OF THE STANDING OFFER

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

#### **SP 4 CALL-UP LIMITATION**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of **\$700,000.00 (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; 42% of the business for the top ranked consultant, 33% for the 2nd ranked consultant, and 25% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

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

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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)	
  - 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.

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## 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)

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**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*;

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**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) (<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) (<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.

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**0000DA SUPPLEMENTARY CONDITIONS**

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

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

**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

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- (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*.

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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.

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### **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

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## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

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

#### 1.2 Submission of Proposals

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

#### 1.3 Calculation of Total Score

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

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

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

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

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

#### 2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 will vary in accordance with the number of Zones being proposed upon.

- One Zone - maximum thirty-five (35) pages
1. As per SRE 3.2.4 and 3.2.5 a maximum of two (2) pages is allowed for each person being submitted (a maximum of 4 personnel).
  2. Extra pages will be allowed for proposals submitting additional personnel in different zones. Extra pages are for **CVs only**, which would allow for up to eight (8) extra pages for each zone.

3. If more than one zone is being bid on, the zone with the highest number of personnel being proposed will be counted as the first zone.

- Two Zones / up to 8 personnel - maximum forty-three (43) pages
- Three Zones / up to 12 personnel - maximum fifty-one (51) pages
- Four Zones / up to 16 personnel - maximum fifty-nine (59) pages
- Five Zones / up to 20 personnel - maximum sixty-seven (67) pages

For example:

- If a proposal only identifies 4 personnel (as per SRE 3.2.4 and 3.2.5), but submits for all 5 zones, the maximum allowable pages would be limited to 35 pages.
- If a proposal submits 3 different personnel per zone for 3 zones, they would be allowed up to 12 additional pages for CVs, or a maximum of 47 pages.

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

- Covering letter
- Table of contents
- 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
- Price Proposal Form (Appendix B)

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

## **SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

### **3.1 MANDATORY REQUIREMENTS**

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

#### **3.1.1 Declaration/Certifications Form**

Proponents must complete, sign and submit the following:

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

#### **3.1.2 Licensing, Certification or Authorization**

The Proponent shall be authorized to provide architectural services and must include an architect 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 governing each applicable Zone or Zones (i.e. Alberta, Saskatchewan and/or Manitoba).

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).

Evaluation for Sections 3.2.1, 3.2.2, 3.2.3 and 3.2.6 will apply to all zones being bid on.

Evaluation for Sections 3.2.4 and 3.2.5 will apply to the specific zone being bid on.

### 3.2.1 Comprehension of the Scope of Services (applicable for all zones)

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

### 3.2.2 Team Approach / Management of Services (applicable for all zones)

1. *What we are looking for:*  
*How the team* will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:*  
*A description of:*
  - a) Roles and responsibilities of key personnel;
  - b) Assignment of the resources and availability of back-up personnel;
  - c) Management and organization (reporting structure);
  - d) The firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;

- e) The design technologies which the firm will apply to develop design documents;
- f) Quality control techniques and coordination of the design work between all required disciplines;
- g) How the team intends to meet the 'Project Response Time Requirements';
- h) Conflict resolution methods.

### 3.2.3 Past Experience (applicable for all zones)

1. *What we are looking for:*  
Demonstration that over the past seven (7) years, the Proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the Proponent should provide:*
  - a) A brief description of a maximum of three (3) significant projects, two (2) completed and one (1) undertaken over the last seven (7) years by the Proponent;
  - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
  - c) Indicate the dates the services were provided for the listed projects;
  - d) Scope of services rendered, project objectives, constraints and deliverables; and
  - e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

### 3.2.4 Senior Personnel Expertise and Experience (for each specified zone)

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: (maximum of two (2) pages per senior personnel)*
  - a) submit a maximum of two (2) c.v.'s of senior personnel per zone. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and

- b) Identify the personnel's years of experience, the number of years with the firm; and
  - c) professional accreditation; and
  - d) accomplishments/achievements/awards; and
  - e) Identify which zone is applicable.
3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

### **3.2.5 Project Personnel Expertise and Experience (for each specified zone)**

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. *What the Proponent should provide: (maximum of two (2) pages per personnel)*
  - a) submit a maximum of two (2) c.v.'s of project personnel per zone which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
  - b) Identify the personnel's years of experience, the number of years with the firm;
  - c) professional accreditation; and
  - d) accomplishments/achievements/awards.
  - e) Identify which zone is applicable.
3. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 1). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

### **3.2.6 Hypothetical Projects (applicable for all zones)**

1. *What we are looking for:*  
Describe the approach and methodology that you would employ to deliver the project in a general written response only.  
  
The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).
2. *What the Proponent should provide for each hypothetical project:*
  - a) description of the approach and methodology that you would employ to solve the problem;

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

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

3. *The Facts:*

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

**PROJECT 1**

- .1 Transport Canada has approached Public works and Government Services Canada (PWGSC) with a requirement to develop one of their sites. A 3000 Square Meter Area Building at the site will be developed by a separate Architectural Consultant(including Mechanical, Electrical. and Structural) The Heavy Civil Consultant will be responsible for heavy civil, municipal, and infrastructure foundations such as for towers, security fencing, overhead traffic signs etc.
- .2 The site requires a new multilane access road construction from site to a nearest city highway. The site requires 50 parking stalls, water supply, storm sewer, waste water sewer, landscaping, and other usual services and utilities such as hydro, gas, etc. It is estimated that 40 staff will be working in the building and there may be up to 10 visitors at a time.
- .3 Sustainability and green-ship is very important to Transport Canada. Apparently the chosen site was used for mock fire extinguishing exercises using diesel and other fuels.
- .4 Client has estimated capital cost of the project to be around \$7M. Client wants the site to be ready and commissioned by 31 October 2019. There is no geotechnical or other technical data available at this time.

## **PROJECT 2**

- .1 Public Works & Government Services Canada (PWGSC) requires the services of a Civil Engineering firm, acting as prime consultant together with a multi-disciplinary team of sub-consultants for the provision of service required for this project.
- .2 The Canada Border Services Agency (CBSA) requires expansion and redevelopment of the existing facilities at one of the port of entry to accommodate increased volumes of traffic .The crossing operates 24 hours, seven days a week.
- .3 The project involves construction of an addition/renovation to the existing maintenance building, expansion of commercial vehicles parking area, a new staff parking area, a new commercial vehicle lane, new PIL (Primary Inspection Line) booths, a new canopy above the PIL booths, and demolition of an existing landscape equipment storage shed, including all related utility works.. The building portions of the project will be done by a separate Architectural consultant.
- .4 Total 10 staff parking stalls, 20 visitor parking stalls, and 12 commercial vehicle parking stalls, and 8 maintenance building area parking stalls are required.
- .5 The areas around the sites are flat and prone to flooding. The water table is high. The storm drainage around the site is very poor. Some areas are showing alligator cracking. Water supply is from a nearby town and waste water is connected to the town system.
- .6 The work will require coordination with other stakeholders...The province is planning to restore their portion of highway in 2018, and US side highway has been already restored.
- .7 Client has estimated capital cost of the project to be around \$15M. Client wants the site to be ready and commissioned by 31 March 2019. There is no geotechnical, or other technical data available at this time. The design period for the project is 25 years.

## **PROJECT 3**

- .1 Public Works and Government Services Canada (PWGSC) requires the services of a civil engineering firm, acting in the capacity of the coordinating engineer of record, together with a multi-disciplinary team of sub-consultants for the provision of service required for this project.
- .2 Correctional Service Canada has identified a need for a new Water Treatment Plant building and related infrastructures for its Institution. The building portions of the work including architectural, mechanical, electrical, and structural will be done by a separate consultant.
- .3 The related infrastructure includes 10 parking stalls, a new access road, a new water well, new water treatment plant equipment including Supervisory Control and Data Acquisition (SCADA) system ,fire protection water and pumps, raw water pipe from new water well to new water treatment plant building , water main pipe to connect new water treatment plant to existing water main, fire hydrants, related appurtenances, waste water pipe and related appurtenances for reject water connection to existing waste water infrastructure.
- .4 All Work must comply with the CSC Technical Criteria and related Standards.
- .5 The security at the institution is very important requiring all contractors to carry out work at in accordance with "Institutional Requirements for PWGSC Contractors Working at the institution".

- .6 Client has estimated capital cost of the project to be around \$10M. Client wants the site to be ready and commissioned by 31 March 2020. There is no geotechnical, or other technical data available at this time. The design period for the project is 25 years.

### 3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0 - 10	0 - 10
Team Approach / Management of Services	1.0	0 - 10	0 - 10
Past Experience	3.0	0 - 10	0 - 30
Senior Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Hypothetical Projects	1.0	0 - 10	0 - 10
<b>Total</b>	<b>10.0</b>		<b>0 - 100</b>

**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:

	<b>INADEQUATE</b>	<b>WEAK</b>	<b>ADEQUATE</b>	<b>FULLY SATISFACTORY</b>	<b>STRONG</b>
<b>0 point</b>	<b>2 points</b>	<b>4 points</b>	<b>6 points</b>	<b>8 points</b>	<b>10 points</b>
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects

	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum weighted rating of sixty-five (65) 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-five (65) points.**

#### **SRE 4 PRICE OF SERVICES**

All price proposal envelopes corresponding to responsive proposals per zone which have achieved the pass mark of sixty five (65) 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 for each zone 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 25 percent above the average price will cause their respective complete proposals to be set aside and 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 for each zone 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
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

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 four (4) Standing Offers per zone.

## 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) (<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 + 1 electronic copy
- Front page of Request for Standing Offer
- Front page of Revision(s) to a Request for Standing Offer

In a separate envelope:

- Price Proposal Form - one (1) completed and submitted in a separate envelope, not to be included on electronic copy

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## **APPENDIX A**

Declaration/Certifications Form

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**Declaration / Certifications Form (page 1 of 5)**

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**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:** \_\_\_\_\_

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**Type of Organization**

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Corporation

\_\_\_ Joint Venture

**Size of Organization**

Number of Employees \_\_\_\_\_

Graduate Architects/ \_\_\_\_\_

Prof. Engineers: \_\_\_\_\_

Other Professionals \_\_\_\_\_

Technical Support \_\_\_\_\_

Other \_\_\_\_\_

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## Declaration / Certifications Form (page 2 of 5)

### Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

**OR**

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

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

**OR**

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

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## Declaration / Certifications Form (page 3 of 5)

### Former Public Servant (FPS) - Certification

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

### Definitions

For the purposes of this clause,

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

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

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

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

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### **Declaration / Certifications Form (page 4 of 5)**

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **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.

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**Declaration / Certifications Form (page 5 of 5)**

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**Name of Proponent:**

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**This Declaration forms part of the offer.**

Education, Professional Accreditation and Experience:

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

**DECLARATION:**

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

**Name (print):** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Telephone Number:** ( ) \_\_\_\_\_

**Fax Number:** ( ) \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

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## **APPENDIX B**

Price Proposal Form

## APPENDIX B - PRICE PROPOSAL

### INSTRUCTIONS

1. Complete price proposal form for each zone offered and submit in a separate sealed envelope, with the proponent's name, solicitation number, zone name, and "Price Proposal Form" typed on the outside. **Proponents may submit a price proposal for any or all of the five (5) zones.**
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. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed in each zone will render your proposal non-responsive for the respective zone.
5. 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 designated centres listed herein are to be calculated as an integral part of the hourly rates. For delivery of services outside the 50 km radius of each designated centre, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.  
  
Designated centres:  
Zone 1 - Northern Alberta - Edmonton, AB  
Zone 2 - Southern Alberta - Calgary, AB  
Zone 3 - Northern Saskatchewan - Saskatoon, SK  
Zone 4 - Southern Saskatchewan - Regina, SK  
Zone 5 – Manitoba - Winnipeg, MB
6. Fixed hourly rates for each Category of Personnel are to be provided in columns A and multiplied by the estimated usage in column B (provided for evaluation purpose only). Totals of columns A x B for each geographic zone are added for evaluation purposes.
7. In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure the fairness of the Proposals. The rate per hour takes precedence.

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## APPENDIX B - PRICE PROPOSAL

**Name of Proponent:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**PBN:** \_\_\_\_\_

**Name of Zone:** \_\_\_\_\_

### A. YEAR 1

<u>Staff/position</u>	<u>Column A</u> Fixed Hourly Rate	x	<u>Column B</u> Estimated Usage	=	<u>Total</u> A x B
<b>1. Civil Engineering</b>					
a. Senior Engineer	\$.....	x	100	=	\$.....
b. Intermediate Engineer	\$.....	x	200	=	\$.....
c. Junior Engineer	\$.....	x	300	=	\$.....
d. Senior Technologist	\$.....	x	300	=	\$.....
e. Intermediate Technologist	\$.....	x	400	=	\$.....
f. Junior Technologist	\$.....	x	400	=	\$.....
g. Specification Writer	\$.....	x	200	=	\$.....
h. CAD operator	\$.....	x	200	=	\$.....
<b>2. Structural Engineering</b>					
a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....

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**(Year 1 continued...)**

**3. Municipal Engineering**

a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....

**4. Geotechnical Engineering and Material Testing Specialist**

a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Senior Technologist	\$.....	x	170	=	\$.....
d. Intermediate Technologist	\$.....	x	235	=	\$.....

**5. Topographic Survey Specialist**

a. Senior Technologist	\$.....	x	200	=	\$.....
b. Intermediate Technologist	\$.....	x	270	=	\$.....

**6. Cost Planner and Estimating Services**

a. Cost Estimator	\$ .....	x	200	=	\$.....
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**7. Office/Administrative Support**

a. Clerical/Secretarial Personnel	\$.....	x	270	=	\$.....
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**YEAR 1 TOTAL**      \$.....

**B. YEAR 2**

<b><u>Staff/position</u></b>	<b><u>Column A</u> Fixed Hourly Rate</b>	<b>x</b>	<b><u>Column B</u> Estimated Usage</b>	<b>=</b>	<b>Total A x B</b>
<b>1. Civil Engineering</b>					
a. Senior Engineer	\$.....	x	100	=	\$.....
b. Intermediate Engineer	\$.....	x	200	=	\$.....
c. Junior Engineer	\$.....	x	300	=	\$.....
d. Senior Technologist	\$.....	x	300	=	\$.....
e. Intermediate Technologist	\$.....	x	400	=	\$.....
f. Junior Technologist	\$.....	x	400	=	\$.....
g. Specification Writer	\$.....	x	200	=	\$.....
h. CAD operator	\$.....	x	200	=	\$.....
<b>2. Structural Engineering</b>					
a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....
<b>3. Municipal Engineering</b>					
a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....

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**(Year 2 continued...)**

**4. Geotechnical Engineering and Material Testing Specialist**

a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Senior Technologist	\$.....	x	170	=	\$.....
d. Intermediate Technologist	\$.....	x	235	=	\$.....

**5. Topographic Survey Specialist**

a. Senior Technologist	\$.....	x	200	=	\$.....
b. Intermediate Technologist	\$.....	x	270	=	\$.....

**6. Cost Planner and Estimating Services**

a. Cost Estimator	\$ .....	x	200	=	\$.....
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**7. Office/Administrative Support**

a. Clerical/Secretarial Personnel	\$.....	x	270	=	\$.....
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**YEAR 2 TOTAL**      \$.....

**C. YEAR 3**

<b><u>Staff/position</u></b>	<b><u>Column A</u> Fixed Hourly Rate</b>	<b>x</b>	<b><u>Column B</u> Estimated Usage</b>	<b>=</b>	<b>Total A x B</b>
<b>1. Civil Engineering</b>					
a. Senior Engineer	\$.....	x	100	=	\$.....
b. Intermediate Engineer	\$.....	x	200	=	\$.....
c. Junior Engineer	\$.....	x	300	=	\$.....
d. Senior Technologist	\$.....	x	300	=	\$.....
e. Intermediate Technologist	\$.....	x	400	=	\$.....
f. Junior Technologist	\$.....	x	400	=	\$.....
g. Specification Writer	\$.....	x	200	=	\$.....
h. CAD operator	\$.....	x	200	=	\$.....
<b>2. Structural Engineering</b>					
a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....
<b>3. Municipal Engineering</b>					
a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Junior Engineer	\$.....	x	170	=	\$.....
d. Senior Technologist	\$.....	x	170	=	\$.....
e. Intermediate Technologist	\$.....	x	235	=	\$.....
f. Junior Technologist	\$.....	x	235	=	\$.....
g. Specification Writer	\$.....	x	100	=	\$.....
h. CAD operator	\$.....	x	100	=	\$.....

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**(Year 3 continued...)**

**4. Geotechnical Engineering and Material Testing Specialist**

a. Senior Engineer	\$.....	x	70	=	\$.....
b. Intermediate Engineer	\$.....	x	100	=	\$.....
c. Senior Technologist	\$.....	x	170	=	\$.....
d. Intermediate Technologist	\$.....	x	235	=	\$.....

**5. Topographic Survey Specialist**

a. Senior Technologist	\$.....	x	200	=	\$.....
b. Intermediate Technologist	\$.....	x	270	=	\$.....

**6. Cost Planner and Estimating Services**

a. Cost Estimator	\$ .....	x	200	=	\$.....
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**7. Office/Administrative Support**

a. Clerical/Secretarial Personnel	\$.....	x	270	=	\$.....
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**YEAR 3 TOTAL** \$.....

**TOTAL EVALUATED PRICE (Year 1 + Year 2 + Year 3)**

Sub Total Year 1	\$
Sub Total Year 2	\$
Sub Total Year 3	\$
<b>Total For Evaluation Purposes</b>	\$ _____

**END OF PRICE PROPOSAL FORM**

## **APPENDIX C - HEALTH AND SAFETY**

### SI 4 Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
  - a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

### SC 2 Employer/Prime Consultant:

1. During the Design Stage
  - a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:
    - i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;
    - ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
2. During the Construction Stage
  - a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

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## APPENDIX D

General Procedures & Standards

*See attached document*

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## **APPENDIX E**

Terms of Reference

*See attached document*