



Environment Canada Environnement Canada

**RETURN BIDS TO:
RETOURNER LES PROPOSITION A:
Bid Receiving /
Réception des proposition**

Reg.landry@canada.ca

**REQUEST FOR STANDING OFFER
DEMANDE DE L'OFFRE À COMMANDE**

Proposal to: Environment Canada
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Environnement Canada
Nous offrons par la présente de vendre à Sa Majesté I Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaries

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

Telephone No. - no de téléphone:

Title-Titre Engineering Services– Cable Way – Multi-Disciplinary Engineering Design	
Solicitation No. – No. de l'invitation 5000033110	Date March 19, 2018
Client Reference No. - No. De Référence du Client	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM EDT on - le April 30, 2018	
Financial Codes - Codes financiers	
F.O.B. - F.A.B. Destination	
Address Inquiries to: - Adresser toute demande de renseignements à: Reg Landry200 Sacre-Coeur Blvd., Gatineau, Quebec K1A 0H3 Email : reg.landry@canada.ca	
Telephone No. - No de téléphone (819) 938-3064	Fax No. – No de Fax: 819-938-3843
Destination of Goods and Services: Destinations des biens et services: Alberta, British Columbia	
Instructions : See Herein Instructions : Voir aux présentes	
Delivery Required – Livraison exigée See Herein	Delivery Offered – Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement

2. Definitions

The following definitions apply to this RFSO:

Call-Up Against Standing Offer or **Call-Up** A resulting contract issued to a Standing Offer Holder for the services of one or more Qualified Resources, in accordance with the terms of the Standing Offer, which represents the contractual agreement between the Consultant and ECCC.

Consultant includes Qualified Resources and Standing Offer Holders

ECCC Environment and Climate Change Canada.

National Capital Region comprised of Ottawa-Gatineau and surrounding area, as defined in the *National Capital Act*.

Offer The document submitted by an Offeror in response to this RFSO.

Offeror The legal entity (individual, partnership or corporation) submitting an Offer in response to this RFSO.

Per Diem Rate Rate of payment for each completed day of work.

Qualified Resource A resource (individual) proposed in an Offer who has successfully complied with all evaluation criteria in the RFSO and with respect to whom a Standing Offer has been issued.

Request for Standing Offer (RFSO) This competitive solicitation used to qualify and select the resources that may be called up to provide services to ECCC in accordance with the terms set out herein.

Region Defined as Western Canada

Standing Offer (SO) Document which establishes a procurement framework with a Standing Offer Holder to permit the expeditious processing of legally binding contracts (Call-Up) for the provision of defined services by a Qualified Resource. The SO establishes the terms and conditions which will apply to any Call-Up.

Standing Offer Holder Legal entity (individual, partnership or corporation) to which a Standing Offer has been issued for one or more Qualified Resources.

Statement of Work (SOW) The document (Appendix 'A' to this RFSO) which defines the services to be performed by a Consultant under this RFSO.

Technical Authority The ECCC manager or responsible for managing a program area or project for which a Call-Up has been issued.

Western Canada includes the provinces of Alberta and British Columbia

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (SACC) issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2010-01-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

1. wherever Public Services and Procurement Canada (PSPC) **revise** to read “Environment and Climate Change Canada (ECCC)”;
2. under “General Information”, **revise** paragraph one as follows:
“One method of supply used by Environment and Climate Change Canada (ECCC) is to arrange with suppliers to submit an offer to qualify for a Standing Offer to provide goods and services or both during a specified period, during which time internal clients within
ECCC can then make call-ups against the Standing Offer(s) detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the Standing Offer in accordance with the predetermined conditions.”
3. At General Information, paragraph two, **delete** “...and to departments and agencies authorized to make call-ups...”;
4. At “General Information”, paragraph two, **delete** “Departments and agencies may make one or several call-ups...” and **insert** “ECCC may make one or several call-ups”;
5. At Article 02, “Standard Instructions, Clauses and Conditions” **delete** ‘Pursuant to the Department of Public Works and Government Services Act, S.C. 1996,c.6...’;
6. At Article 04, “Submission of Offers”, subparagraph 4, delete “Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO. Insert“Offers will remain open for acceptance for a period of not less than 180 days from the closing date of the RFSO.”
7. At Article 07, “Transmission by Facsimile”, delete in its entirety. Fax bids will not be accepted.
8. At Article 19, “Further Information, delete the second paragraph in its entirety.

2. Submission of Offers

Offers must be submitted only to Environment and Climate Change Canada by the date, time and place indicated on page 1 of the Request for Standing Offers. ECCC will not assume responsibility for bids directed to any location other than that stated on page 1 of the RFSO.

ELECTRONIC TRANSMISSIONS OF BIDS ARE PERMITTED UNDER THE RFSO.

Submissions are to be sent to the Contracting Authority at: ; reg.landry@canada.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Contracting Authority no later than 5 days calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered. Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in which province the Call up is offered. Offerors may, at their discretion, substitute the applicable laws of a Canadian province of their choice without affecting the validity of their offer, by deleting the name of the Canadian province specified and inserting the name of the Canadian province or of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors. However, any province in which the bidder selects, they must have valid certification in order to conduct the work.

PART 3 - OFFER PREPARATION INSTRUCTIONS

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: one (1) soft copy
Section II: Financial Offer: one (1) soft copy
Section III: Certifications one (1) soft copy

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" – Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately.,

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation
1.1.1 Mandatory Requirements

The following information must be provided and included as part of the Technical Offer. Mandatory Requirements will be evaluated on a pass/fail basis.

	MANDATORY CRITERIA	Met/ Not Met
M1	Offeror must provide a copy of its insurance certificate with its bid. The consultant must maintain Commercial General Liability Insurance in accordance with Environment and Climate Change Canada requirements sufficient to cover the proposed work as described in this RFSO for the duration of the standing offer arrangement.	
M2	The offeror must have a professional engineer on staff to design and stamp the completed design in the province for which the work is to be completed. If a single professional engineer cannot perform the work in all provinces, provide the names and qualifications of the professional engineers assigned to the other provinces.	
M3	The offeror must have professional surveyors assigned to the standing and to the province in which they are assigned.	

1.1.2 Point Rated Technical Criteria

The following information must be provided and included as part of the Technical Offer.

Notes:

1. If multiple personnel are assigned to the standing offer, the individual with the lowest technical score will be considered for the final technical score. Example, if Jim has a score of 6 and Joan has a score of 8, Jim's score will count towards the sum of the technical score and not Joan's.
2. For criteria R1 and R2, if more than 4 projects are listed, then only the first 4 listed will be evaluated for these criteria.

	Rated Criteria	Points
R1	<p>Corporate Experience</p> <p>The proponent shall provide 4 examples within the last 10 years that shall be evaluated as follows:</p> <p>Project includes design of footings, anchors and suspended cables, involves working with multiple disciplines, and in remote locations.</p> <p style="text-align: right;">5 points</p> <p>Project includes design of footings, anchors or suspended cables,</p>	5 points per example up to 20 points

	<p>and involves working with multiple disciplines.</p> <p style="text-align: right;">3 points</p> <p>Project includes design of footings, anchors or suspended cables.</p> <p style="text-align: right;">1 points</p>	
R2	<p>Cost Management</p> <p>The following section will be evaluated using the same 4 examples presented in section R1.</p> <p>The proponent has described an effective way to manage costs and strategies for creating efficiencies in the design process. They have also demonstrated experience managing costs effectively.</p> <p style="text-align: right;">10 points</p> <p>The proponent has described an effective way to manage costs and strategies for creating efficiencies in the design process. They have also demonstrated experience managing costs with only minor cost overruns.</p> <p style="text-align: right;">8 points</p> <p>The proponent has described some measures to manage costs and strategies for creating efficiencies in the design process. They have also demonstrated experience managing costs with only minor cost overruns.</p> <p style="text-align: right;">6 points</p> <p>The proponent has described some measures to manage costs and strategies for creating efficiencies in the design process. They have also demonstrated experience managing costs with major cost overruns.</p> <p style="text-align: right;">4 points</p> <p>The proponent has not described an effective way to manage costs or strategies for creating efficiencies in the design process. They have not described past experience managing project costs</p> <p style="text-align: right;">2 point</p>	Up to 10 points
R2	<p>Management of Services</p> <p>The proponent has an excellent understanding of the scope, intent and design challenges associated with the services required.</p> <p style="text-align: right;">8 points</p> <p>The proponent has a good understanding of the scope, intent and design challenges associated with the services required.</p> <p style="text-align: right;">6 points</p> <p>The proponent has some understanding of the scope, intent and design challenges associated with the services required.</p> <p style="text-align: right;">4 points</p> <p>The proponent lacks understanding of the scope, intent and design challenges associated with the services required.</p> <p style="text-align: right;">2 points</p>	Up to 8 points
R3	<p>Project Manager</p> <p>a) Number of projects of comparable scope and complexity in the past 10 years:</p> <p style="padding-left: 20px;">i. Project Manager has 5 or more related projects</p> <p style="text-align: right;">8 points</p> <p style="padding-left: 20px;">ii. Project Manager has 4 related projects</p>	Up to 14 points

	<ul style="list-style-type: none"> iii. Project Manager has 3 related projects 6 points iv. Project Manager has 2 or less related projects 4 points <p>b) Experience listed in the past 10 years includes work in remote locations with limited road access:</p> <ul style="list-style-type: none"> i. More than 2 projects 2 points ii. 1 project 1 point iii. No projects 0 points <p>c) Projects listed have multi-disciplinary:</p> <ul style="list-style-type: none"> i. Yes 2 points ii. No 0 points <p>d) Experience working in multiple provinces listed in the RFSO:</p> <ul style="list-style-type: none"> i. Yes 2 points ii. No 0 points 	
R4	<p>Structural Lead</p> <p>a) Number of projects of comparable scope and complexity in the past 10 years:</p> <ul style="list-style-type: none"> i. Structural Lead has 4 or more related projects 8 points ii. Structural Lead has 3 related projects 6 points iii. Structural Lead has 2 related projects 4 points iv. Structural Lead has less than 2 related projects 2 points <p>b) Experience listed in the past 10 years includes work in remote locations with limited road access:</p> <ul style="list-style-type: none"> i. More than 2 projects 1 points ii. No projects 0 points <p>c) Registered Professional Engineer in more than one of the provinces listed in the RFSO:</p> <ul style="list-style-type: none"> i. Yes 1 points ii. No 0 points 	Up to 10 points
R5	<p>Geotechnical Lead</p> <p>a) Number of projects of comparable scope and complexity in the past 10 years:</p> <ul style="list-style-type: none"> i. Geotechnical Lead has 5 or more related projects 8 points ii. Geotechnical Lead has 4 related projects 6 points iii. Geotechnical Lead has 3 related projects 4 points iv. Geotechnical Lead has 2 or less related projects 2 points <p>b) Experience listed in the past 10 years includes work in remote locations with limited road access:</p> <ul style="list-style-type: none"> i. More than 2 projects 2 points ii. 1 project 1 point iii. No projects 0 points <p>c) Registered Professional Engineer in more than one of the</p>	Up to 12 points

	provinces listed in the RFSO: i. Yes 2 points ii. No 0 points	
R7	Draftsperson Assigned draftsperson has a relevant education and over 10 years of experience in drafting. 5 points Assigned draftsperson has relevant education and between 5-10 years of experience in drafting. 3 points Assigned draftsperson has relevant education and less than 5 years of experience in drafting. 1 point	Up to 5 points
R8	General The proposal is clear, well organized and demonstrates a good understanding of the requirements. 3 points The proposal is somewhat clear and organized, and some understanding of the requirements. 2 points The proposal is not clear and organized, and a lack of understanding of the requirements. 1 point	Up to 3 points
Total	Minimum Points Required = 60% 49 points	82 points

1.1.2 Basis of Selection

Selection of successful proposals will be based on a combined scoring of the Technical Offer and Financial Offer, weighted 70 percent for the technical offer and 30 percent for the financial offer. To establish the technical merit score, the technical score of each proposal will be determined as the number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 percent

To be declared responsive, a resource must:

- (a) comply with all the requirements of the RFSO;
- (b) meet all mandatory technical evaluation requirements for the Streams on which they submitted; and
- (c) obtain the minimum point rating for the point rated technical criteria for each stream.

(d) Resources not meeting (a),(b) and (c) above will be declared non-compliant.

Formula:

In this formula, the Offeror’s Technical Score is the number of points achieved (maximum 82) in the assessment of the rated requirements.

(SUGGESTED POINTS ONLY FOR CONSIDERATION):

$$\frac{\text{Offeror's Rated Score}}{\text{Highest Offeror's Rated Score}} \times 70 + \frac{\text{Lowest Offeror's Blended Rate}}{\text{Other Offeror's Blended Rate}} \times 30 =$$

Example: (technical merit **(70%)** and price **(30%)**)

Description	Offeror A	Offeror B	Offeror C
Offeror Technical Points Received	80	70.4	60.6
Offeror Proposed Blended Rate	\$1,100.00	\$1,250.00	\$1,450.00

Final Evaluation Score Calculation:

Offeror	Points for Technical Score	Points for Blended Rate	Total Points
Offeror A	(82/82) x 70 = 70.0	(1 100,00/1 100,00) x 30 = 30.0	100
Offeror B	(76.1/82) x 70 = 65.0	(1 100,00/1 250,00) x 30 = 26.4.0	91.4
Offeror C	(66.5/82) x 70 = 56.8	(1 100,00/1 450,00) x 30 = 22.8	79.6

In this example, **Offeror A** will be given the right of first refusal.

The Offerors will be ranked in order of Total Points received. ECCC reserves the right to issue up to three (3) Standing Offers as a result of this RFSO.

In the event identical scores are present, the rank and final selection will be based on the resource that clearly demonstrates the greatest number of years’ experience in delivering construction services.

1.2 Financial Evaluation

The financial proposal must be submitted as per Annex B- Basis of Payment. The final blended rate submitted in Annex “B” will be used as a final price for evaluation purposes only.

2. Confidentiality Requirement

It is understood and agreed that the Consultant shall, during and after the effective period of the ensuing call-up, treat as confidential and not divulge, unless authorized in writing by the Technical Authority or his/her delegate, any information obtained in the course of the performance of the ensuing call-up.

Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent

disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature. Any failure of the Consultant to respect the confidentiality obligations is a default of the Consultant for which the Minister may terminate the contract.

3. Deleted

4.1 Insurance Requirements

The Consultant (and sub-consultant, if applicable) must maintain Commercial General Liability Insurance in accordance with Environment and Climate Change Canada requirements. The Consultant must also maintain their insurance for the life of the Standing Offer Arrangement (SOA)

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications attached at Annex “D” to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Contracting Authority will have the right to ask for additional information to verify the Offerors’ compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed at Annex “C” should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex “A”.

2. Security Requirement

There is no security requirement associated with the requirement

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Services and Procurement Canada (PSPC). The Manual is available on the PSPC

Website: Replace with <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3.1 General Conditions

General Conditions – Standing Offers – Goods or Services Number 2005 (2010-01-10) **apply** to the Standing Offer and Call-Up, subject to any other express terms and conditions contained in these documents **AND SUBJECT TO THE FOLLOWING REVISIONS:**

1. wherever “Public Works and Government Services (PWGSC)” appears in the document **revise** to read “Environment and Climate Change Canada (ECCCC)”;
2. At Article 2005 03, “Standard Conditions and Clauses”, **delete** “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16..”;
3. At Article 2005 05, “Call-Ups”, **revise** to read: ‘Call-Up procedures and payment for Call-Ups will be as detailed in the ECCC Standing Offer document.’

3.2 Standing Offers Reporting

Upon receipt of a signed call-up and initiation of the work, the Offeror shall work closely with ECCC’ team, and submit status reports as specified in the call-up. The Offeror shall schedule regular meetings with ECCC, and key stakeholders as required.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for placing call-ups against any resulting Standing Offer will be a maximum of five (5) years from the date a Standing Offer is awarded. The Standing Offer will initially be awarded for a two (2) year period and with three (3) one (1) year optional periods to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the end date of the standing offer. A maximum of three (3) companies will be accepted on the Standing Offer.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to an additional three (3) one (1) year option years under the same conditions and at the per diem rates specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

4.3 Required Consultant Resources

The services submitted by the Consultant on this proposal must be available from RFSO award up to 5 years from the date the standing offer is awarded in the event that the Standing Offer is renewed for its three one year optional years. In the event that the Consultant is no longer able to perform any of the required services, they must inform the Contracting Authority and the Standing Offer contract with that Consultant will be cancelled.

In the event that any key personnel listed in the proposal are no longer available, the Consultant must submit, in writing, to the Contracting Authority a proposal for replacement personnel/equipment. Notification must be submitted within 1 month of the key personnel leaving or equipment becoming unavailable. The Consultant will have five (5) days to secure a replacement. The proposed replacement will be evaluated using the same technical criteria used to evaluate the original proposal for the Standing Offer. In the event that a suitable replacement

(based on the opinion of the Contracting Authority) is not identified, a new call-up may not be issued for that particular service until an appropriate replacement personnel is identified.

Precleared Replacement Personnel

Multiple persons may be submitted for each role. It is recognized that the individuals named in the Standing Offer may not always be available for every call-up. In the event that any key personnel listed in the proposal are not available for a call-up, the Consultant must submit, in writing, to the Contracting Authority, a proposal for replacement personnel. The proposed replacement will be evaluated using the same technical criteria used herein. If, in the opinion of the Contracting Authority, the proposed replacement personnel are not considered suitable or equivalent, the call-up may be issued to another Consultant.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Mitchel Easey
Contracting Officer
200 Sacre-Cœur Blvd.,
Gatineau, Quebec
Phone: 819-938-3816
Fax: 819-938-3843
Email: mitchel.easey@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the ECCC program for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail Address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Environment and Climate Change Canada

7. Call-up Procedures

For the duration of the resulting Standing Offers, including the option years, ECCC shall issue call-ups on the basis of right of first refusal.

When a requirement is identified, the authorized call-up authority shall approach the Offeror of the highest ranked standing offer to determine if the requirement can be satisfied by that Offeror. If the highest ranked Offeror is able to meet the requirement, the call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the authorized call-up authority will approach the Offeror of the next ranked SO. The authorized call-up authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the 'right of first refusal' basis. Where the highest ranked Offeror is unable to fulfill the need, the authorized call-up authority is required to document his/her file appropriately.

For each individual work requirement, the Project Authority will provide a detailed description of the services required, as described in Annex A – 'Statement of Work'. The Offeror(s) will identify proposed resources and provide ECCC with a deliverables-based work plan and professional fees rate for each proposed individual. Such fees shall in no event exceed those stipulated within Annex B – 'Basis of Payment' herein.

No costs incurred before receipt of a signed call-up from the Contracting Authority can be charged to ECCC.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form **PSPC-TPSGC 942, "Call-up Against a Standing Offer"**

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 per call-up (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call-ups against any Standing Offer over 5 years, which includes the initial two year period and the three option years, if exercised, must not exceed the sum of \$2 M. per Standing Offer (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions - Standing Offers - Goods or Services 2005 (2017-06-21) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

- d) General Condition (GC) 2 – Administration of the Contract – Architectural and/or engineering services – R1215D (2016-01-28) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1215D/4>
- e) the General Conditions (GC) 1: General Provisions – Architectural and/or engineering services R1210D (2017-08-17) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1210D/19>
- f) [General Condition \(GC\) 5 – Terms of Payment – Architectural and/or Engineering Services \(2016-01-28\) R1230D](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1230D/5) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1230D/5>
- g) [General Condition \(GC\) 8 – Dispute Resolution – Architectural and/or Engineering Services \(2016-01-28\) R1245D](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1245D/4) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1245D/4>
- h) [General Instructions \(GI\) – Architectural and/or Engineering Services – Request for Proposal \(2017-08-17\) R1410T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1410T/23) <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R1410T/23>
- i) Annex “A” – Statement of Work
- j) Annex “B” – Basis of Payment
- k) Annex “C” – Certifications
- l) Annex “D” - Sample photos of Cable Ways
- l) the Offeror's bid dated_____.

In the event of any discrepancy between the English and French versions of the RFSO, the English version shall prevail.

12. Certifications

12.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work OR Requirement

The Consultant must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 02 (2016-04-04) General Conditions - Services, apply to and form part of the Contract.

2.2 Standard Acquisitions Clauses and Conditions Manual Clauses

The following terms, conditions and clauses set out hereunder by title, number and date (located in the *SACC Manual* at PWGSC Website <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) shall form part of any Call-Up; for

purposes of the Standing Offer, where reference is made to Public Works and Government Services Canada (PWGSC) in any of the terms, conditions and clauses, it shall be read as "Environment and Climate Change Canada (ECCC)"

Canada to Own Intellectual Property Rights in Foreground Information- #4007 dated (2010-08-16)

3. Term of Contract

3.1 Period of Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Offeror satisfactorily completing all of its obligations under any resulting call-up issued against the Standing Offers, the Offeror shall be paid the firm all-inclusive professional fees stipulated in Annex B – 'Basis of Payment' for any call-ups awarded.

4.2 Limitation of Expenditure

No increase in the total liability of ECCC or in the price of the work resulting from any design changes, modifications or interpretations of the specifications, made by the Offeror, will be authorized or paid to the Offeror unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation in the Work. The Offeror shall not be obliged to perform any work or provide any service that would cause the total liability of ECCC to be exceeded, unless an increase is authorized by the Contracting Authority

4.3 Method of Payment

Payment for each call-up issued shall be made, upon submission of an invoice acceptable to the Project Authority specified herein. The invoice must define time in hours actually spent and activities actually performed for all the authorized resources working on the project.

1. Payment by Canada for the work shall be made in accordance with the Basis of Payment specified herein:

a) within thirty (30) days following the date on which the work has been performed;
or

b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever is later.

2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Offeror of the nature of the objection. "Form of the invoice" means an invoice that contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts

5. Invoicing Instructions

It is a condition precedent to the obligation to pay any amount under contract resulting from a standing offer call-up that the Offeror prepare and submit an invoice (quoting the contract number) that sets out the total number of days during which the individual(s) proposed by the Offeror were engaged in performing the requisite work during the period immediately preceding the date of the invoice.

An invoice must be submitted as stipulated in the call up. Payment will only be made on receipt of a satisfactory invoice duly supported by specific release documents and other documents called for under the contract. Invoices must be submitted on the Consultant's own invoice form and forwarded to the contracting authority.

The Consultant shall, on their invoices, clearly indicate the hours/days worked and a description of the work performed.

- (a) the contract serial number;
- (b) the date the invoice was submitted and the period covered by the invoice;
- (c) the name and address of the Offeror;
- (d) the number of days worked by the individual(s) named in the contract;
- (e) deliverable and/or description of the work performed by the individual(s); and,
- (f) the amount of the invoice (with the GST/HST as a separate item).

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by Environment and Climate Change Canada under applicable services Call-up against a Standing Offers (including Call-up against a Standing Offers involving a mix of goods and services) must be reported on a T4-A supplementary slip. To enable the Environment and Climate Change Canada to comply with this requirement, Offerors are required to provide the following information with each invoice:

- (a) the legal name of the entity, i.e. the name associated with Business Number (BN), as well as the address and postal code;
- (b) the status of the Offeror, i.e. unincorporated business, corporation or partnership;
- (c) for unincorporated businesses, the Offeror's Social Insurance Number (SIN), or if applicable, the GST/HST number;
- (d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,
- (e) the following certification signed by the Offeror or an authorized officer:

"I certify that I have examined the information provided herein, including the legal name, address, and Canada Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Offeror."

6. Suitability of Services – Rights of ECCC

All services rendered may be evaluated within a reasonable time from commencement of the Contract on the basis of quality and adherence to ECCC's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by ECCC.

Should personnel be found unsuitable to perform the services, and upon written advice from ECCC through the Contracting Authority, the Consultant will implement suitable corrective action upon receiving written notice by the Contracting Authority. Any costs associated with individual replacement shall be to the Consultant's own account.

ECCC has the right to reject any resource or work submitted that could result in potential embarrassment to ECCC, such as, where the past conduct of the resource(s) is (are) incompatible, **in the opinion of the ECCC**, with the subject matter of the training or the work performed, as described in the Statement of Work. ECCC also has the right to terminate, if necessary, any contract in which the work is performed by any individual who, **in the opinion of the ECCC**, is incompetent or has been conducting himself/herself improperly.

7. Deleted

8. Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Consultant must provide the services of those individuals unless the Consultant is unable to do so for reasons beyond its control.

If the Consultant is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Consultant and be acceptable to Canada. The Consultant must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Consultant must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Consultant must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Consultant from its responsibility to meet the requirements of the Contract.

ANNEX “A”

STATEMENT OF WORK (SOW)

Engineering Services Related to Hydrometric Station Upgrades and Decommissioning

BACKGROUND

1.1 Project Title

Request for a Regional (Western Canada) Standing Offer to provide multi-disciplinary engineering services on an as-and-when requested basis on behalf of Environment and Climate Change Canada (ECCC) in support of proposed stream-gauging cableway upgrades.

1.2 Introduction

The Water Survey of Canada (WSC) Branch of Environment and Climate Change Canada maintains hundreds of cableway installations across rivers and streams for the purpose of collecting hydrometric data. Many of these cableway installations were designed and constructed more than three decades ago. A recent safety review identified design and/or safety deficiencies at many of the cableways. WSC requires various engineering services related to the planning, investigation, design and construction of cableway upgrades and/or replacement.

The services required will vary depending on the upgrades necessary at each cableway station. In general, the work is anticipated to include, **but not limited to**:

- Site surveying;
- Geotechnical investigation;
- Civil, structural, and geotechnical engineering design services related to cableway designs (cable, tower supports, anchorages, etc.); and
- Tender and construction support services

1.3 General Description of Cableways

ECCC cableways typically comprise a main cable which spans across a creek or river and is supported on each bank by an A-frame tower. The main cable passes over each tower and is anchored into the ground some distance farther back (see figure 1). Many cableways also include a lighter messenger cable above the main cable, which supports aircraft warning markers. The messenger cable is also carried back to the tie-back anchorage. The anchorage often consists of a concrete mass block or a galvanized steel plate anchor. The A-frame towers are supported by shallow concrete footings. One or both of the towers usually incorporate a ladder and raised platform for personnel to access a cable-car, which runs suspended from the main cable.

Photographs of typical cableways are included at Annex D. **1.8 General Description of Survey Benchmarks**

Each station has at least one, and up to four survey benchmarks. There are generally three styles of benchmarks, all of which are capped with a brass Water Survey marker. The top caps are attached to either a 50 mm (2-inch) diameter pipe that extends about 1.8 m below ground and has a 150 mm base plate; attached to a 20 mm diameter rod that extends up to 10 m below ground surface; or plug grouted into a concrete footing or anchorage.

1.9 Objectives of this Standing Offer

The purpose of this request is to solicit proposals for standing offers for companies (or teams) with the ability to provide technical and project management services related to the planning, investigation, design and construction of cableway upgrades. The successful proponents are required to have significant technical experience in the disciplines of civil, structural and

geotechnical engineering. Proponents will be available to help WSC staff with cableway designs on an as-needed basis.

2.0 DESCRIPTION OF REQUESTED TASKS, ACTIVITIES AND DELIVERABLES

2.1 General Scope of Work

The precise scope of services required will vary in each call-up, depending on the deficiencies and necessary upgrades of each individual cableway installation. In general, the work is anticipated to involve the following:

- Review available background information
- Evaluate the design and condition of the existing facility
- Carry out topographic land survey
- Carry out geotechnical investigation
- Develop preliminary designs and cost estimates
- Prepare construction drawings and specifications
- Provide tender and construction support services
- Provide “as-built” record drawings

2.2 Review of Available Information

The consultant shall review and familiarize themselves with all available project information, including data, photographs and inspections of the existing facility, and the referenced specification and standards documents for each call-up. The consultant shall also identify any additional information, regulatory requirements, codes or acts that may apply to the project, such as the presence of utilities or rights-of-way, labour codes, safety requirements, environmental restrictions, or Transport Canada regulations.

2.3 Evaluate the Design and Condition of the Existing Facility

At the time of project initiation, WSC will provide to the consultant a preliminary inventory of cableway deficiencies to be addressed. However, the consultant shall evaluate the design and condition of the existing cableway facility and shall independently identify if/what remedial measures are required for the cableway to meet minimum levels of safety and performance in reference to project specifications and guidelines, as well as industry standards and best practices.

The evaluation of the existing facility shall be based on the review of available information and where deemed necessary, a site visit, which will be conducted to reconnoitre and inspect the existing facility and ensure an understanding of the physical site-specific conditions.

Upon completing their evaluation of the existing facility, the consultant shall, in collaboration with WSC, determine the need for surveying, geotechnical investigation or any other additional information. The consultant shall also, in collaboration with WSC, identify a remedial strategy.

Deficiencies with the existing facilities typically include issues such as: inadequate anchorage capacity, unsuitable foundation locations, sub-standard main cable, or missing/damaged/derelict hardware.

2.4 Topographic Survey

Where required, surveying shall be carried out by a licensed land surveyor in the province where the work is to be done and shall include the planning, execution and post-processing of a topographic survey of the subject site. Cableway geometries vary considerably to suit river/stream conditions. For many of the installations, the cableway spans between 150 m and 200 m. The survey area should include the entire land area occupied by the cableway structure, plus a minimum 30 m in each direction, beyond the structure. Bathymetric sounding of the river or stream channel bottom is generally not required. The survey data collected should include:

- Ground surface topography
- River water level at the time of survey
- Horizontal position of key points of the cableway structure (tower footings, anchorages, etc.)
- The elevation of the main cable and messenger cable at each support
- The elevation of the main cable at mid-span (i.e. the sag in the cable)
- Horizontal and vertical position of any existing survey strakes or benchmarks
- The lateral extent of tree cover around the cableway

Topographic survey should be presented in both PDF and DWG file formats. They should also be viewed in both plan and profile view in order to fully understand the site conditions.

2.5 Geotechnical Site Investigation

Where required, the consultant (or their designated subconsultant) shall carry out a geotechnical investigation of the site sufficient to develop suitable cableway foundation and anchorage design criteria. Generally, a formal risk assessment of possible geo-hazards impacting the installation is not required. However, any potential hazards identified during the investigation should be reported. The geotechnical investigation should be carried out in general conformance with Section 4.1 of APEGBC's Guidelines for Geotechnical Engineering Services for Building Projects (1998) or equivalent in the province for which work is to be complete.

2.6 Preliminary Cableway Design

Based on the results of the information review, topographical survey and geotechnical investigation, the consultant shall develop preliminary designs for the cableway upgrades (or full cableway replacement, where applicable). The preliminary design shall be presented as an engineering report which includes:

- a set of engineering drawings showing the proposed new cableway (or cableway upgrades) in plan and profile along with details of the primary components;
- a summary of the site conditions;
- the basis, methodology, design criteria, and assumptions used to develop the design;
- the results of the topographic survey and geotechnical report (where applicable); and
- a Class C construction cost estimate

The report shall include sufficient documentation for all input, assumptions and calculations to enable an independent technical review.

2.7 Construction Drawings and Specifications

The Water Survey of Canada shall review the preliminary designs and provide comments and feedback. The consultant shall incorporate this feedback into the final construction documents which shall include a full set of engineering drawings and construction specifications in National Master Specification (NMS) format, suitable for tendering.

2.8 Tender and Construction Services

During tender, the consultant shall aid in responding to requests for information and interpretation from bidders, and prepare addenda to the tender documents as necessary. During the construction phase, the Consultant shall provide field reviews to monitor progress and confirm that the facility is constructed in general conformance with the project drawings and specifications. The Consultant shall also review and respond to various documents and requests such as Consultant submittals, quality control test results and requests for information. Following completion of construction, the consultant shall revise the tender drawings to reflect any changes to produce a set of record drawings.

2.9 Specifications and Standards

Design of the upgrades and/or new cableways should incorporate the design guidelines and criteria presented in the following documents:

Techniques of Water-Resources Investigations of the United States Geologic Survey, Chapter A21, Stream-Gauging Cableways, US Department of the Interior, USGS, 1995.

Safety Guide-Construction and Operation of Stream Gauging Cableways, Environment Canada, Inland Waters Directorate, Water Resources Branch, 1984.

The design should also follow current standards of practice and meet all other relevant codes and standards such as American National Standard for fixed ladders (ANSI A14.3) and Transport Canada Flight Standard 621 requirements for catenary markers.

In addition, the Water Survey of Canada strongly prefers that all cableways are constructed using similar components. Historically, WSC cableways have incorporated the following:

- Prefabricated heavy duty modular A-frame towers (Attachment 1)
- Concrete pier or strip footings
- Main cable 25.4 mm (1-inch) diameter IWRC EIP 6x26 galvanized wire rope
- Stayline/tieback cable 12.7 mm (½-inch) 6x19 galvanized wire rope
- Messenger cable for aircraft warning markers 9.5 mm (3/8-inch) 6x19 galvanized wire rope
- Main cable turnbuckle (one side) Crosby fist grip clips 38.1 mm x 609.6 mm (1-1/2-inch x 24-inch)
- Messenger cable turnbuckle (one side) Crosby fist grip clips 19.1 mm x 457.2 mm (3/4-inch x 18-inch)
- Stayline/tieback turnbuckle (both sides) Crosby fist grip clips 19.1 mm x 457.2 mm (3/4-inch x 18-inch)
- Clip-type wire rope end connections
- Buried mass concrete or double steel plate anchorages
- Spherical aircraft warning markers, 50 cm diameter, 30 m spacing, alternating orange and white
- Wire rope safety loops clipped to the main cable on either side of the main cable support saddles

2.10 Project Management

The Consultant will be responsible for management of their sub-consultant (if required), submitting requests for information, cost estimates, progress claims, schedule updates, etc. The Consultant shall keep the Technical Authority informed of schedule, design progress, potential problems and changes on a regular basis but at least on a bi-weekly basis and dependent on the call up.

2.11 Reporting Requirements

All design drawings and reports shall be submitted in both hard copy and electronic format (drawings in both PDF and DWG file formats). Copies of all field inspection reports, site photographs and other project-related correspondence shall be submitted to WSC in electronic format.

All documents prepared in relation to this project, including design drawings, reports, field notes

and photographs, will remain the property of Environment Canada.

2.12 Project Locations

The WSC operates hundreds of cableway facilities throughout Western Canada. Project sites vary in location from within major cities to very remote locations only accessible by logging road or helicopter. Services may be required at any of these various locations (see figure 2 and 3).

2.13 Consultant Responsibilities

The Consultant shall:

- a. Be in possession of all the required software and tools required to complete the work.
- b. Be capable of commencing work within seven (7) calendar days following receipt of a Call-up and be available for the completion of the entire Call-up and be completed by the date specified in the call up.
- c. Confirm with the ECCC Technical Authority, in writing, the receipt and successful completion of all Call-up requests.

2.14 Language of Work

The language of work will be in English.

ANNEX B

Basis of Payment

List the hourly charge-out rates for the key personnel and equipment that will be assigned to the Standing Offer in a format similar to that shown in Table B-1.

B1 Listing of Additional Key Personnel/Positions

Providing hourly rates for the four positions listed in Table B-1 is mandatory. Adding additional positions and corresponding hourly rates to Table B-1 is optional. However, Consultants are encouraged to include as many additional key personnel as they think will be necessary to meet the work requirements presented in the Request for Standing Offer. The additional positions listed will contribute to a higher score for general completeness and quality of the Offer submission. For ease of evaluation, only the hourly rates of the four primary positions will be considered in scoring of the Financial Offer.

B2 Additional Personnel/Positions Not Listed

It is recognized that the individuals in the positions listed in Table B-1 would likely be supported by a variety of other personnel with job title positions that are not included in Table B-1. Any position (and corresponding hourly rate) that is not listed in Table B-1 must be submitted to and authorized by the Departmental Representative before that position may carry out work under the Standing Offer.

B3 Blended Rates

To obtain the “blended rate”, multiply the hourly rate by the percentage provided. Blended rates are used for proposal evaluation purposes only.

Table B-1: Hourly Charge-Out Rates of Key Personnel/Positions

	Project Role	Name Assigned to Role	Position Title or Level	Hourly Rate (\$)	Blended (% of Hourly) Rate
1	Project Manager				(8%)
2	Civil/Structural Engineer Lead (design, reporting)				(30%)
3	Senior Civil/Structural Engineer (senior review)				(5%)
4	Junior Civil/Structural Engineer or Technician (field work)				(25%)
5	Drafting				(10%)
6	Geotechnical Engineer Lead (design, reporting)				(7%)
7	Senior Geotechnical Engineer (senior review)				(2%)
8	Junior Geotechnical Engineer (field work)				(7%)
9	Surveyor (field work)				(3%)
10	Surveyor (office work)				(3%)

Total Blended Rate					

Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes are excluded from the hourly rates.
3. A single individual may be proposed to fulfill multiple roles.
4. The values assigned to the "Blended Rates" are for proposal evaluation purposes only.
5. Financial information provided in this Annex by the Offeror will constitute the Basis of Payment of any Standing Offer awarded to the Offeror



ANNEX "C"

CERTIFICATIONS

Offerors MUST meet the requirements of the following certifications and complete/sign/date where appropriate to certify their compliance. See also Part 5 of this RFSO - "Certifications"

.1 CERTIFICATION OF EDUCATION/EXPERIENCE

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement are capable of satisfactorily performing the Work described in the resulting Contract.

Signature of Authorized Company Official

Date

C.2 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by ECCC's representatives and at the time specified in the bid solicitation or agreed to with ECCC's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its bid, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to ECCC. The Offeror must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

C3 Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:



- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee 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.

Certification

By submitting a bid, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

C4 JOINT VENTURE

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 submit an offer together on a requirement. Offerors who submit bid as a Joint Venture must indicate clearly that this is a joint venture and provide the following information. (If the information contained in the bid is not clear, the Offeror must provide the information on request from the RFSO Authority.)



The Offeror represents that the offering entity **is** / **is not** (*circle as applicable*) a Joint Venture.

A Offeror that **is** a Joint Venture must provide the following additional information:

1. **Composition of Joint Venture:** (names and addresses of **all** members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

- a. _____ PBN: _____
- b. _____ PBN: _____
- c. _____ PBN: _____
- d. _____ PBN: _____

2. **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:**

3. **The name of the Joint Venture, if applicable:**

4. **Type of Joint Venture** (*mark applicable choice*):

- incorporated joint venture partnership joint venture
- limited partnership joint venture contractual joint venture
- other

The bid and any resulting contract 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 bid and the contract. If a contract is issued to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of the contract.

Signature of all Parties (*if a Joint Venture applies*):

Date : _____

Signature of Offeror (*if a Joint Venture does not apply*): _____

Date: _____



C.5 FEDERAL CONSULTANTS PROGRAM FOR EMPLOYMENT EQUITY

Federal Consultants Program for Employment Equity - over \$200,000

1. The Federal Consultants Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Offeror is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract. Suppliers who have been declared ineligible Consultants by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Consultants either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Consultants will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Offeror must fax (819-953- 8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cqibin/search/eforms/index.cqi?app=profile&form=lab1168&dept=sc&lang=e>.

3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror

(a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,

(b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c.44;

(c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible Consultant by HRSDC).

Signature of Authorized Company Official

Date:

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>



Annex D
Integrity Check Form



ANNEX E

Photos of typical hydrometric station facilities



Photograph 1: Typical cableway and towers.



Photograph 2: Typical A-frame tower and platform.



Photograph 3: Typical cable turnbuckle arrangement.



Photograph 4: Typical clip-type cable terminations.



Photograph 5: Typical concrete mass anchor with U-bar connections

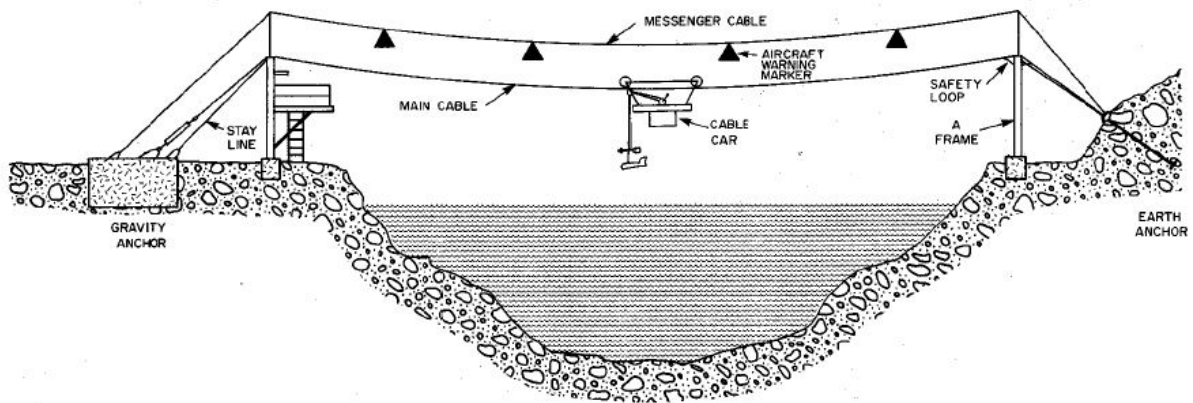


Figure 1: Schematic drawing of a cableway with a concrete mass anchor and a plate anchor.

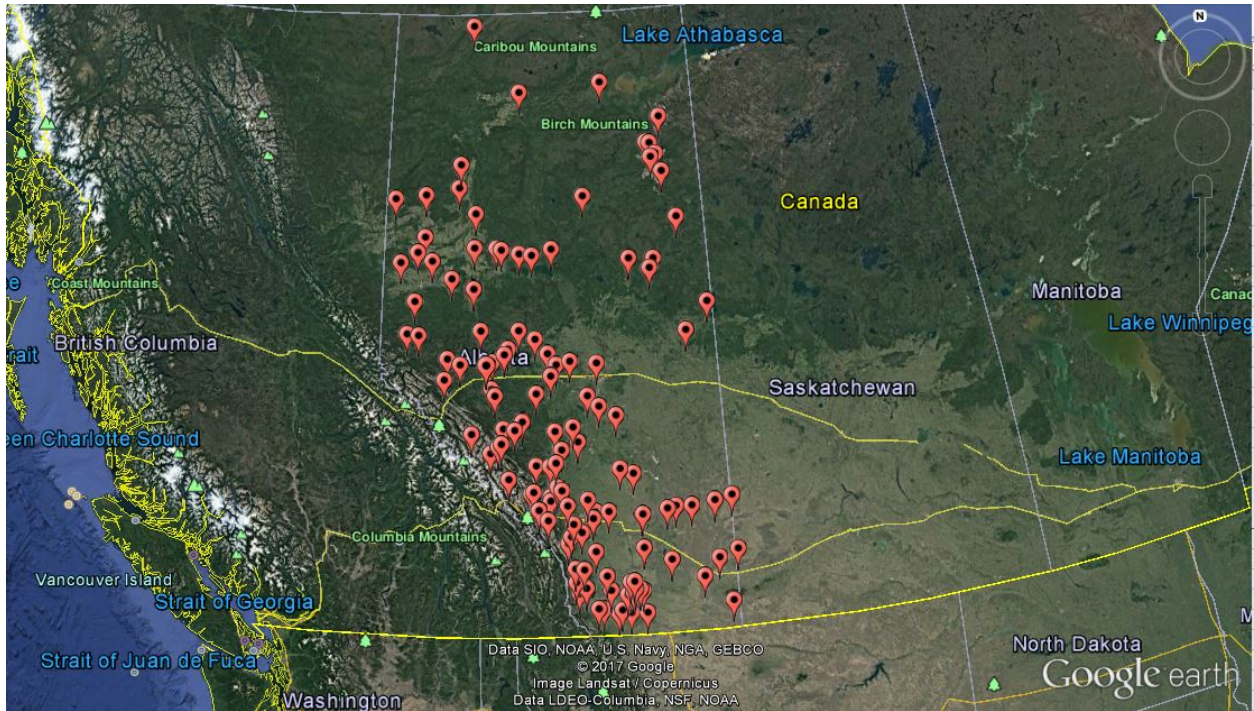


Figure 2: Approximate location and disbursement of stations in Alberta



Figure 3: Approximate location and disbursement of stations in British Columbia