

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumission
- TPSGC

See herein for bid submission instruction /

**Voir la présente pour les
instructions sur la présentation
d' une soumission**

NA
Ontario

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
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Bridge Engineering Services, Walpol Services D'ingénierie De Ponts, Pont Tournant De Walpole, Région De L'Ontario	
Solicitation No. - N° de l'invitation EQ754-211966/A	Date 2021-04-29
Client Reference No. - N° de référence du client EQ754-211966	GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-034-2562
File No. - N° de dossier PWL-0-43048 (034)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-08 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Somaratna, Chinthaka	Buyer Id - Id de l'acheteur pw1034
Telephone No. - N° de téléphone (416)305-7369 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Wapole Island Swing Bridge Wallaceburg, Ontario	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)
WALPOLE ISLAND SWING BRIDGE
ENGINEERING SERVICES,
WALLACEBURG
ONTARIO REGION
SOLICITATION No.: EQ754-211966/A

**Public Works and Government Services Canada Contracting
Authority:**

Chinthaka Somaratna
4900 Yonge Street
Toronto, Ontario M2N 6A6
Telephone: 416-305-7369

Email: Chinthaka.Somaratna@pwgsc-tpsgc.gc.ca

REQUEST FOR STANDING OFFER (RFSO)

BRIDGE ENGINEERING SERVICES,

WALPOLE ISLAND SWING BRIDGE

WALLACEBURG, ONTARIO

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PART 1 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror 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 Offeror 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 Offeror is a Joint Venture, the Offeror must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI 3 EPOST CONNECT

Only Offers submitted using epost Connect will be accepted. Epost Connect Service is provided by Canada Post Corporation for Offeror to transmit their Offer electronically. Offers transmitted by facsimile or hardcopy to PWGSC will not be accepted. Refer to GI 10 'Submission of Offer' for further instructions.

PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)

2.1 INTEGRITY PROVISIONS – OFFER

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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 an Offeror 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 Offeror 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 Offeror 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 Offeror, proposed by the Offeror to perform the services required.

"Key Personnel":

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

"Price Rating":

A rating assigned to the price component of an offer 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 offers.

"Offeror":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

A rating assigned to the technical component of an offer 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 engineering consulting firms with Civil Structural Bridge experience and expertise for engineering assignments on the Walpole Swing Bridge to submit offers for a Standing Offer. The work will encompass bridge inspection and investigation, trouble shooting, analysis and development of project requirements, load evaluations, structural analysis, design, construction supervision services, and preparation of

tender documents for construction. The Offeror will include services of in-house experts and sub-Consultant(s) and/or specialist Consultant(s) which may be required to resolve issues related to electrical, mechanical, transportation, lighting, etc. The selected Consultants must be able to provide the range of services as identified in the Required Services section of this document.

2. Offerors shall be licensed or eligible to be licensed to practise in the province of Ontario. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last ten (10) years. In general, the firm, its personnel and sub-consultants 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 successful experience in the areas forming the scope of services described herein, as well as the cost of the provision of these services.
3. It is PWGSC's intention to authorize one (1) Standing Offer, for a period of three (3) years from the date of issuance of the Standing Offer, to cover bridge projects for the Walpole Swing Bridge. The total dollar value of all Standing Offers is estimated to be \$10,000,000.00 (HST Included). Individual call-ups will vary, up to a maximum of \$1,000,000.00 (HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the [World Trade Organization - Agreement on Government Procurement (WTO-AGP)] [Canada-European Union Comprehensive Economic and Trade Agreement (CETA)] [Canadian Free Trade Agreement (CFTA)]
5. Offerors must use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically..

Due to the nature of the solicitation, transmission of offers by hardcopy, facsimile or electronic mail (except for epost Connect) will not be accepted.

Offerors must refer to GI10 Submission of offer, and SRE 2 Offer Requirements, of the solicitation, for further information.

GI 3 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>).

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Chinthaka Somaratna, Contracting Authority
Public Works and Government Services Canada
Real Property Contracting
4900 Yonge Street, 10th Floor
Toronto, Ontario M2N 6A6
Tel: (416) 305-7369
E-mail address: Chinthaka.Somaratna@pwgsc-tpsgc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of an offer by the Offeror 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 offers, 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 offer 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 OFFERS

To be considered responsive, an offer 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 an Offeror submitting a non-responsive offer. Offerors that submitted non-responsive offers 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 at e-mail address Chinthaka.Somaratna@pwgsc-tpsgc.gc.ca as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
3. To ensure consistency and quality of information provided to offerors, 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 offerors through the GETS;
 - b) in response to the Request for Standing Offer, interested offerors submit the "technical" component of their offer in one section and the proposed price of the services (price offer) in a second section;

- c) responsive offers 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 offerors;
- e) Offerors are notified of the results within one week after PWGSC has entered into a standing offer arrangement with the successful offerors.

GI 10 SUBMISSION OF OFFER

GI 10.1 SUBMISSION OF OFFER

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Offeror's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting an offer;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below;

PWGSC Ontario Region Bid Receiving Unit

Only Offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation (see instructions in GI 10.2.1.b.ii and 10.2.1.c below), or to send Offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the solicitation closing date.

Transmission of Offers by facsimile or hardcopy to PWGSC will not be accepted.

See instructions in GI10.2.1 below.

- d) ensure that the Offeror'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 offer; and
- e) provide a comprehensive and sufficiently detailed offer 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 offer must be submitted in separate sections in accordance with the instructions contained in the offer document.
4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. The evaluation of offers 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 offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer 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 offer be stated in a clear and concise manner.
7. Offer 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 Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI 10.2 TRANSMISSION BY EPOST CONNECT

a. **EPOST CONNECT**

Offers must be submitted by using the epost Connect service provided by Canada Post Corporation

(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a):

- i. The only acceptable email address to use with epost Connect for responses to this bid solicitation is TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca.
 - ii. Offers will not be accepted if emailed directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed below, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.
- b. To submit a offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the

- epost Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the solicitation closing date and time.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The Request for Standing Offer number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section GI10.

GI 11 NON-ACCEPTANCE OF OFFERS BY HARDCOPY, FACSIMILE OR ELECTRONIC MAIL (EXCEPT FOR EPOST CONNECT)

Due to the nature of the solicitation, transmission of offers by hardcopy, facsimile or electronic mail (except for epost Connect) will not be accepted.

GI 12 EVALUATION OF PRICE

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

GI 13 LIMITATION OF SUBMISSIONS

- 1. An Offeror may not submit more than one offer. This limitation also applies to the persons or entities in the case of a joint venture. If more than one offer is received from an Offeror (or, in the case of a joint venture, from the persons or entities), all such offers 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 Offeror. The Offeror 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, an Offeror shall not include in its submission another Offeror 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 an offer, the Offeror certifies that the Offeror's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Offeror acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the offer being declared non-responsive.

GI 15 REJECTION OF OFFER

1. Canada may reject an offer where any of the following circumstances is present:
 - a) the Offeror 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 offer 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 Offeror 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - ii Canada determines that the Offeror'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 an offer pursuant to subsection 1.(f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

GI 16 NOT APPLICABLE

GI 17 INSURANCE REQUIREMENTS

1. The successful Offeror 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 Offeror 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 an offer, the Offeror certifies that the Offeror 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 offer 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. Offerors 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 offer, the Offeror must provide the information on request from the Contracting Authority.
3. The offer 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

1. PWGSC will delete offers delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed offers as described in GI19.2. As an example, offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer, will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect.
2. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the solicitation closing date and time.

GI 20 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror 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 Offerors submitting an offer as a joint venture.

GI 21 DEBRIEFING

Should an Offeror desire a debriefing, the Offeror 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 Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Contracting Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror 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 Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror outlining the total of lines of credit granted to the Offeror 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 Offeror 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 Offeror 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 Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror 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 Offeror 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 Offeror 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 Offeror authorizes the use of the information for this requirement.

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

3. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
4. Confidentiality: If the Offeror 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).
5. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror'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 an offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

GI 23 REVISION OF OFFER

An offer submitted may be amended by epost Connect provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the receipt of offers. The revision must be on the Offeror's letterhead or bear a signature that identifies the Offeror, and must clearly identify the change(s) to be applied to the original offer. The revision must also include the information identified in GI 10.1. 2. (d).

GI 24 PERFORMANCE EVALUATION

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

GI 25 OFFER COSTS

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

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a) if the Offeror, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Offeror, any of its sub-consultants, any of their respective employees or former employees had access to information related to the solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the 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 Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror 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 Offeror or potential Offeror 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 an offer each Offeror shall be deemed to have agreed that it has no claim.

GI 28 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer 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 Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with at least the same 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 Canada's approval in its sole discretion.

GI 29 CODE OF CONDUCT FOR PROCUREMENT – OFFER

The Code of Conduct for Procurement provides that Offerors 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 Offeror 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

PART 3 - STANDING OFFER PARTICULARS (SP)

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.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its offer for two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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

SP 4 CALL-UP LIMITATION

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

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's declination to the Call-up.

If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of project and may be modified at the discretion of the Departmental Representative.

Canada reserves the right to contract separately with other firms/Consultants should the Consultant fail to meet either the proposal response deadline or the submission deadline in a timely manner.

- 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 including supporting documents, 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, experience and expertise in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.

- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the

services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.

- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
- 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

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

PART 4 - TERMS AND CONDITIONS – GENERAL CONDITIONS (GC)

GC 1 DEFINITIONS

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

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

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

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

Canada, Crown, Her Majesty or the Government

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

Construction Contract means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 2 INTERPRETATIONS

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

GC 3 NOT APPLICABLE

GC 4 ASSIGNMENT

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

GC 5 INDEMNIFICATION

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

GC 6 NOTICES

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

GC 7 SUSPENSION

1. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
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* shall, 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.

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, Canada and the Consultant may agree that the performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.
5. If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 TERMINATION

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs 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 an offer to the *Consultant's* creditors nor filed a notice of intention to make such an offer, 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 an offer to the *Consultant's* creditors or filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the offer 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 arm's 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 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. 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 Offer or similar documents for such project.

The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Offer 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 Offerors, 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) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

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 sub-consultants, 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 offer 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. The performance of the Consultant during and upon completion of the services will 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 years from the date of the letter, they receive 50% or less on another evaluation, the Consultant may be suspended from any new Public Works and Government Services Canada (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 Consultant 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 from the date of the letter.
- e) When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant 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 from the date of the letter.

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

GC 27 INTEGRITY PROVISIONS - STANDING OFFER

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

GC 28 CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER

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

GC 29 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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EQ754-211966

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-0-43048

Buyer ID - Id de l'acheteur
PWL034
CCC No./N° CCC - FMS No./N° VME

PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC 1 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.

PART 6 - TERMS OF PAYMENT (TP)

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 Part 8, Calculation of Fees 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
 - b) 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
 - c) 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
 - d) 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. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:
 - a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and
 - b) those out-of-pocket costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The *Consultant* shall minimize all TP8 1(b) out-of-pocket costs and expenses.

3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and 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, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

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:
 - a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).
2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and 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, the termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions.

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;

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- 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>);
 - d) Additional services' disbursements as authorised by the Departmental Representative, including Sub-Consultants and Specialists, required in support of the requested services under a call-up and which cannot be covered under the fixed hourly rate established under the Standing Offer such as diving inspections, drilling/coring contractor, barge rental, material and/or in-situ testing services etc. The cost for these services shall be administered as follows;
 - i) Unless otherwise authorized by the Departmental Representative, the above mentioned disbursements shall be obtained through competitive bidding with a minimum of two (2) quotes. Copies of all quotes shall be submitted together with the Consultant offer for the call-up; or
 - ii) The disbursements shall be evaluated such that, in the event that competitive quotes are not obtained, the Consultant shall submit copies of invoices from other projects to help demonstrate the quote to be a fair, reasonable and competitive price; and
 - e) 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.

PART 7 - CONSULTANT SERVICES (CS)

CS 1 SERVICES

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

CS 2 STANDARD OF CARE

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

CS 3 TIME SCHEDULE

The *Consultant* shall:

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

CS 4 PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS

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

CS 5 CHANGES IN SERVICES

The *Consultant* shall:

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

CS 6 CODES, BY-LAWS, LICENCES, PERMITS

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

CS 7 PROVISION OF STAFF

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

CS 8 SUB-CONSULTANTS

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

CS 9 COST CONTROL

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

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or

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- 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*.

PART 8 - CALCULATION OF FEES (CF)

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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Client Ref. No. - N° de réf. du client
EQ754-211966

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-0-43048

Buyer ID - Id de l'acheteur
PWL034
CCC No./N° CCC - FMS No./N° VME

PART 9 – STANDING OFFER BRIEF

AGREEMENT DESCRIPTION (AD)

AGREEMENT ADMINISTRATION (AA)

REQUIRED SERVICES (RS)

AGREEMENT DESCRIPTION (AD)

AD 1 Introduction

- AD 1.1 Description of Existing Bridge
- AD 1.2 Navigation
- AD 1.3 Background Information
- AD 1.4 General Objectives
- AD 1.5 Consultant Team

AD 1 INTRODUCTION

AD 1.1 DESCRIPTION OF EXISTING BRIDGE

The Walpole Island Swing Bridge is located on 216 Bridge west of the city of Wallaceburg, Ontario and on the eastern boundary of the Walpole Island First Nation. The Walpole Island Swing Bridge connects Dufferin Avenue on the mainland to Tecumseh Road on the Island.

The Bridge was constructed in 1968, and presently carries two (2) lanes of traffic and two (2) sidewalks with aluminum railings over the Chenal Ecarte (Snye) River, a navigable waterway linking Lake Huron to Lake St. Clair. The structure also passes over Bridge Road, which runs parallel to the river along the west bank.

The Bridge comprises of 66.5 metres long main swing span and two fixed approach spans. The main swing span is constructed of two (2) steel plate girders, transverse steel girders and frames, concrete sidewalks and steel orthotropic deck with an asphalt driving surface. The fixed approach spans consist of a concrete deck and sidewalks supported by five (5) steel plate girders and transverse steel diaphragms.

The bridge has an overall width of 11.887m (39ft), a roadway width of 8.534m (28ft), and an overall length of 156.058m (512ft). The bridge comprises a 66.446m (218ft) main swing span with four (4) fixed approach spans; two (2) at each end of the main swing span. The length of the approach spans adjacent to the abutments are 19.812m (65ft) and the length of both approach spans adjacent to the main swing span are 20.117m (66ft).

Each approach span is comprised of an exposed latex modified concrete overlay on a concrete deck supported on five (5) steel girders and the main swing span is comprised of an asphalt wearing surface on a steel orthotropic deck that is supported by two (2) steel girders. The main swing span is capable of rotating clockwise 90° from a "closed" position to an "open" position about the center pier.

The center section of the Bridge rotates about a center pier. The ends of the movable span mate with the two (2) fixed approach spans at the East and West rest piers. The fixed spans are supported at the rest piers, shore piers and the abutments.

Operator control of the Bridge is provided in the control room at the top level of the control tower. The control tower is located on the West shore at the south side of the fixed approach span.

The substructure consists of two (2) concrete abutments and five (5) concrete piers which are founded on steel piles. The first set of piers beyond each abutment, supporting both spans, is referred to as "shore

piers". The second sets of piers beyond the abutment, supporting an approach span and the swing span, are referred to as "rest piers". The center pier supporting only the swing span is referred to as a "pivot pier".

The Bridge expansion joints are found in the deck slab and over the abutments, shore piers, and the rest piers.

The Bridge is considered to be oriented in the East-West Direction. The spans have been numbered from the west (span 1) increasing to the east (span 6). For clarity and simplification, the main swing span has been divided into two (2) spans on either side of the pivot pier, thus resulting in a total of six (6) spans. The girders and bearings have been numbered from north increasing to the south and are distinguished according to the appropriate span.

AD 1.2 NAVIGATION

The Walpole Island Swing Bridge is regularly opened and operated year round. Shutdown for marine traffic varies for each year and could extend in the winter season from December 1 to end of March of each year.

AD 1.3 BACKGROUND INFORMATION

The bridge consists of 66.5 meters (218-0 feet) long of main swing span and two fixed approach spans. The main swing span is constructed of two steel plate girders, transverse steel girders and frames, concrete sidewalks, and steel orthotropic deck with an asphalt driving surface. The fixed approach spans consist of a concrete deck and sidewalks supported by five (5) steel plate girders and transverse steel diaphragms. The centre section of the bridge rotates about a centre pivot pier. The ends of the movable span mate with the two (2) fixed approach spans at the East and West rest piers. The fixed spans are supported at the rest piers, shore piers and abutments.

Operator control of the bridge is provided in the control tower. The control tower is located on the West shore at the South side of the fixed approach span. Operator control of the bridge is provided in the control room at the top level of a control tower. The control tower is located on the West shore at the South side of the fixed approach span.

Mechanical System:

1. All mechanical systems associated with the operation of the Bridge are located on the swing span structure.
2. Two (2) wedge drive motors, gearbox and associated brakes are located at the pivot pier.
3. Wedge drive mechanism are located at the West and East end of the swing span.
4. These mechanisms are operated by means of drive shafts extending from the central gearbox.

Bridge Operation:

1. When engaged, wedge blocks located at the rest Piers raise the span to mate with the fixed approach spans.
2. Centering devices from part of the wedge mechanisms and cause the bridge to be positively centered when the wedges are driven
3. When the wedges are withdrawn, the swing span structure drops approximately 100mm (4 inches) so that the load is carried on the pivot bearing at the centre pivot pier.
4. Two (2) drive motors, a gearbox and associated brakes are also located at the centre of the swing span. Two (2) pull pinions are driven via a bevel gear set from the gearbox. These pinions engage a circular rack attached to the pivot pier to cause Bridge slewing motion. When the wedges are withdrawn,

the load is transferred to the pivot pier bearing, and the balance wheels running on a circular track adjacent to the swing rack are used to support out of balance forces.

Power Supply:

1. Power is supplied by a 100 amp, 600 volt service at a terminal pole on the West shore of the North side of the bridge.
2. A standby 60 KW diesel generator, located in the control room, supplements the normal power supply.
3. The control room houses all power and motor controls
4. A control desk provides for operator control of the bridge.
5. Power and control wiring from the control tower runs to the West shore lighting and traffic control equipment.
6. Submarine cable carry power and control from the control tower to the pivot pier, another submarine cable is then routed from the pivot pier to the East rest pier and shore.

Control Equipment

1. Equipment is comprised of vintage relay controls with drum controllers controlling wound rotor motor for speed control of the movable span

Access:

1. Entry to the centre and rest piers is by way of access manholes in the South sidewalk.

Traffic Control:

1. Traffic control is provided by flashing stoplights and motor operated barriers on both sides of the roadway at the East and West approach roads.

Bridge Operation:

1. The Bridge is regularly opened and operates year round.
2. Generally, shutdown for marine traffic extends from Mid-December to March 31, of each year.

Existing Documents

1. MRC completed Comprehensive Inspections and Report in 2012. MMM completed 66% of design drawing and specifications in 2013.

AD 1.4 GENERAL OBJECTIVES

The objectives include but are not limited to the following:

- Asset Rehabilitation: replacement of old and outdated components that have reached the end of their useful life and are critical to the ongoing operation of the Bridge;
- Safety and Extended Protection: Enhancement of the safety for the Bridge deck driving surfaces and provision of extended protection for the existing concrete and steel substructure;
- Improved Reliability. Upgrading of the system to reduce recurrence of malfunctions and improve reliability;
- Improved Functionality. Upgrading of certain electrical components to improve operational performance and reliability; and
- Risk Mitigation: reduction of risk resulting from Bridge malfunction and enhancing public safety and reducing public concern.

The rehabilitation of the Bridge would also provide opportunity to:

- Utilize more efficient, reliable and durable equipment and materials that are more environmentally friendly;
- Enhance the Bridge process to operate safely;
- Ensure lower operating cost; and

- Reduce the potential for Bridge failure.

The services rendered by the Consultant will be in support of PWGSC Civil/Structural Bridge Engineering services for the Walpole Island Swing Bridge, Wallaceburg, Ontario. Individual commissions will provide support to Government of Canada (GC) Departments and Agencies and may include one or more of the Required Services listed in RS 2 related to the bridge engineering discipline for the Walpole Island Swing Bridge. Firms will provide expertise in some, if not all, of the Required Services listed in RS 2.

Please be advised that, in general, any bridge engineering services provided must be complete and conclusive in that they identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment which will enhance the success of project implementation. Also, please note that the Canadian Federal Government continues to ensure that sustainable development principles are built into the policy of the federal organizations. The Consultant will be expected to incorporate sustainable design principles in their project solutions.

AD 1.5 CONSULTANT TEAM

1. The Consultant Team for this Standing Offer must be capable of providing the following services related to bridge structures:
 - (a) Bridge Engineering - provide civil/structural bridge engineering services to carry out inspections, damage and material loss measurements, investigations, monitoring and analyses at the Walpole Island Swing Bridge of all materials (concrete, steel, wood, etc.) including all components such as primary and secondary structural members, member connections and truss joints, approaches, embankments, abutments, wing walls, piers, slopes, retaining walls, slabs, various deck types, superstructures, substructures, barriers, railings, etc. and/or associated infrastructure. With the assistance of other disciplines, measure, analyse and evaluate the asset condition, develop appropriate options, perform all necessary designs and prepare construction documents for the design of new or replacement bridges and/or repair/rehabilitation of existing bridges, and/or their individual elements/components.
 - (b) Transportation Engineering - provide traffic engineering services to carry out inspections and investigations and analysis of approaches, signages, guard rails, barriers, traffic control devices, etc. Develop drawings and specifications for traffic control during construction and/or for the repair/upgrade of traffic safety components to relevant codes, regulations or guidelines.
 - (c) Mechanical Engineering – provide specialized mechanical engineering services to carry out inspection, investigation and analysis of mechanical components of the Walpole Island Swing Bridge machinery and their associate manual, hydraulic and/or electrical operating systems, and control systems. Development of drawings and specifications for the design/repair/rehabilitation of bridge machinery and operation systems to relevant codes or guidelines.
 - (d) Electrical Engineering - provide specialized electrical/controls engineering services to carry out inspection, investigation and analysis of electrical and control system associated with the Walpole Island Swing Bridge machinery. Develop drawings and specifications for

the design/repair/rehabilitation of electrical and control system to relevant codes, regulations or guidelines.

- (e) Geotechnical Engineering – provide inspection, investigation, monitoring and analysis of new and existing bridge embankments, nose piers, central pier, riverbeds and associated structures. Investigation work may include stability analysis, verification of soil and bedrock conditions, testing and assessment of concrete, soil, and bedrock design parameters as well as condition verification and assessment of construction materials. Develop drawings and specifications for design/repair/rehabilitation of bridge structures and their components to relevant codes or guidelines. Geotechnical work will also include in-water investigations.
- (f) Cost Estimating - provide specialized services and collaborate with other Consultant Team members to carry out detailed and accurate construction cost estimates at various stages of investigations/analysis/design, as required, including cost estimates for Structural/Civil, Transportation, Mechanical and Electrical/Controls and other works in relation to Walpole Island Swing Bridge projects. Include construction-specific, time-specific, site-specific and area-specific factors in all cost estimates produced. Advise other professionals on the Consultant Team, as necessary, as to alternative types, means, methods and sequencing of construction in order to optimize overall construction cost and time.
- (g) Surveying - provide general surveying and specialized laser scanning services to support the work of other Consultant Team members, if and as required. This may include developing survey drawings, 3D scans/models of structures and/or of individual structure components, as well as 3D underwater point-cloud scans.

2. The Consultant Team may be augmented/supported by other specialties or services as required by the work under the individual Call-ups, and as agreed to by the Departmental Representative.

AGREEMENT ADMINISTRATION (AA)

AA 1 General Information

- AA 1.1 Roles and Responsibilities
- AA 1.2 Coordination with Departmental Representative
- AA 1.3 Health and Safety
- AA 1.4 Sustainable Development and Environmental Protection
- AA 1.5 Project Response Time Requirements
- AA 1.6 Official Languages

AA 2 Functional Requirements

- AA 2.1 Design Codes, Regulations and Reference Documents
- AA 2.2 Project Delivery Approach
- AA 2.3 Media
- AA 2.4 General Project Deliverable
- AA 2.5 Acceptance of Project Deliverables

AA 1 GENERAL INFORMATION

AA 1.1 ROLES AND RESPONSIBILITIES

AA 1.1.1 DEPARTMENTAL REPRESENTATIVE

1. The Project Manager assigned to the project is the Departmental Representative.
2. The Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.

AA 1.1.2 CONSULTANT

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination, and reporting of the activities by the Consultant Team as set out in this document and in a Project Brief or Terms of Reference which have previously been reviewed and accepted.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department/agency, and for incorporating those needs into the required project deliverables once written acceptance is issued by the Departmental Representative.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.

5. Upon execution of the Consultant Call-up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall coordinate project requirements with any other adjacent and site-related works that may be underway.

AA 1.1.2.1 Consultant Standing Offer Manager

The Consultant Standing Offer Manager, who is permanently based at the Consultant's location, and holds a Senior Executive position in the Consultant's organization, at minimum shall:

1. Be the primary contact and the recipient of individual call-ups under the Standing Offer, and be the formal issuer of Consultant's offer or refusal in regards to all call-ups;
2. Ensure that each individual call-up is responded to with a binding "yes" or a "no" within three (3) working days of its issue to the Consultant. Ensure that call-up offer is submitted by the Consultant by the deadline stipulated by the Departmental Representative, of the call-up issue;
3. Be the primary contact for the Departmental Representative regarding performance and/or quality issues arising during a call-up project execution by the Consultant Team. A maximum response/contact time of 72 hours is required at all times and 24 hours for emergency request;
4. Disseminate performance and quality issues to pertinent parties within the Consultant Team and ensure that problems and difficulties are quickly and permanently resolved;
5. Ensure high quality of work delivered by the Consultant Team at all times, through on-going internal Quality Reviews. Ensure proper coordination of work and deliverables between all disciplines;
6. Ensure a comprehensive, in-depth approach to all matters pertaining to public safety and to the mandate of a call-up;
7. Ensure timely commencement and deliveries of every portion of all projects, and timely overall project completion on each call-up;
8. Ensure quick response time, prompt execution and on-schedule completion of all work by all members of the Consultant Team, including, if necessary, rapid replacement of notably under-performing personnel and/or sub-consultants;
9. Ensure on-going fiscal responsibility of all members of the Consultant Team;

The Contracting Authority and the Departmental Representative must be informed in writing by the Consultant of a departure of Consultant's Standing Offer Manager within five (5) working days of such departure.

AA 1.1.2.2 Consultant's Call-up Team Leader

1. For each accepted call-up, a Call-up Team Leader is to be designated from among senior staff of the Consultant's firm unless otherwise specified by the Departmental Representative.

2. The designated Call-up Team Leader is to be in full control of call-up project time assignments for each individual member of the Consultant's Team proposed for a specific call-up, irrespective of and overriding member's physical location, departmental designation and otherwise normal supervisor/manager assignment.

AA 1.1.3 GENERAL INSTRUCTIONS

For any of the Required Services listed in RS 2, the Consultant shall:

1. Attend/Chair regular project status meetings during the life of the project and prepare and distribute minutes in a timely fashion.
2. Submit, in writing, bi-weekly project progress reports to the Departmental Representative.
3. When the client requests a change that may alter the scope of work or add to the cost of the project and/or the cost of services, request approval of the Departmental Representative prior to incorporation of the design.

AA 1.2 COORDINATION WITH DEPARTMENTAL REPRESENTATIVE

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Departmental Representative.
2. Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative.
3. Ensure all communications carry the appropriate Project Title, Project Number and File Number depending on the project particulars.
4. Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent, reasons and justifications for the changes, and obtain written approval before proceeding.

AA 1.3 HEALTH AND SAFETY

1. PWGSC recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages Consultant and construction contracts. It also recognizes that Federal occupational health and safety legislation places certain specific responsibilities upon PWGSC as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, PWGSC insists that their Consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada

Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving Consultant staff to undertake works on Federal sites and work places.

AA 1.4 SUSTAINABLE DEVELOPMENT AND ENVIRONMENTAL PROTECTION

The project shall be implemented in an environmentally responsible manner that balances environmental performance, social and cultural sustainability and conservation objectives.

The Real Property Branch (RPB) of PWGSC, has developed a Sustainable Development Strategy that sets out principles, goals and actions for integrating sustainable development principles into its policies and operations.

Throughout the evolution of the project, the Consultant's services and deliverables shall respect the following principles and goals of RPB's Sustainable Development Strategy:

1. To sustain our natural resources, by ensuring sustainable use of renewable resources and efficient use of non-renewable resources.
2. To protect the health of Canadians and of ecosystems, by managing the risks associated with toxic substances, by protecting representative areas, and by developing effective warning and adaptive response capability to both natural and human-caused disasters.
3. To meet our international obligations, by contributing to the protection of the ozone layer, the reduction of greenhouse gas emissions, and the conservation of biodiversity.
4. To improve our quality of life and well-being, by fostering improved productivity through environment efficiency, including environmentally friendly maintenance procedures and products, and by supporting innovation towards sustainable development.
5. To contribute to the prevention, reduction and, where possible, the elimination of negative impacts on humans and the environment in their land and marine / fresh water activities.
6. To contribute to the prevention, reduction and, where possible, the elimination of negative impacts of contaminated sites on humans and the environment.
7. To contribute to the use and promotion of more efficient, environmentally friendly alternative sources of energy.
8. To include the principle of life-cycle management in the analysis of project development options and design solutions.
9. To actively encourage and support the prevention, reduction and, where possible, the elimination of impacts of toxic or hazardous substances and wastes on human health.
10. To promote the conservation of renewable and non-renewable resources through appropriate waste management,

AA1.5 PROJECT RESPONSE TIME REQUIREMENTS

1. Unless otherwise stated by the Departmental Representative, the Consultant is required to respond within five (5) working days in writing to the Departmental Representative to confirm acceptance or refusal of the Call-Up. Failure to respond within the five (5) working day deadline will constitute the Consultant's declination to the Call-up.
If accepted, the Consultant will be provided the scope of services and given a reasonable deadline for submission of an offer. The offer submission deadline will be established by the

Departmental Representative and will be based on the size and complexity of project and may be modified at the discretion of the Departmental Representative.
Canada reserves the right to contract separately with other firms/Consultants should the Consultant fail to meet either the response deadline or the submission deadline in a timely manner.

2. The Consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Standing Offer in a timely fashion.
3. It is a requirement of all projects covered under this Standing Offer that the prime Consultant and their proposed sub-consultants be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative 24 hours for emergency request.

AA 1.6 OFFICIAL LANGUAGES

This Standing Offer requires services in the English language.

AA 2 FUNCTIONAL REQUIREMENTS

AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS

1. The standards, codes and regulations to be used for the design and construction of the bridge shall be the latest edition of the following (including all amendments, supplements and revisions thereto)
 - a) CAN/CSA-S6 Canadian Highway Bridge Design Code (CHBDC) 2019;
 - b) PWGSC Bridge Inspection Manual (BIM) 2010;
 - c) FHWA Inspection of Fracture-Critical Bridge Members;
 - d) NCHRP Inspection and Management of Bridges with Fracture-Critical Details;
 - e) FHWA Load Rating Guidance and Examples for Bolted and Riveted Gusset Plates in Truss Bridges;
 - f) WSDOT Report: Triage Evaluation of Gusset Plates in Steel Truss Bridges
 - g) National Building Code of Canada (NBCC) 2020;
 - h) Federal and Provincial Environmental Regulations (including latest revisions of all regulations);
 - i) AASHTO LRFD Bridge Design Specifications. 7th ed. with 2015 Interim Revisions;
 - j) AASHTO LRFD Movable Highway Bridge Design Specifications. 2nd ed. with 2008-2015 Interim Revisions
 - k) AASHTO Manual for Bridge Evaluation, 2nd ed. with 2011-2015 Interim Revisions;
 - l) Canada Labour Code, Part II and Canada Occupational Health and Safety Regulations, as currently revised;
 - m) Federal and Provincial Traffic Acts and Regulations (including latest revisions of all regulations);
 - n) Applicable electrical and mechanical codes and regulations (including latest revisions of all regulations);
 - o) Occupational Health and Safety Act of the Province of Ontario (OHHA) and the applicable regulations made under it authority;
 - p) Regulation for Diving Operation Ontario Reg. 629/94;
 - q) Competency Standard for Diving Operations CSA Z275.4-12
 - r) Pertinent historic/heritage bridge guidelines.

- s) AASHTO, Movable Bridge Inspection, Evaluation, and Maintenance Manual, 1st Edition, 1998
 - t) Ontario Traffic Control Manual (2014), including latest revisions.
 - u) Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads (1999), including latest revisions
2. The CAN/CSA-S6 Canadian Highway Bridge Design Code (CHBDC) is the primary code that will be used for design with appropriate live load levels for the new bridge.
 3. The Consultant has the option of consulting other design codes and is expected to utilize new developments in civil/structural bridge engineering whenever they appear appropriate in accordance with proper engineering practice but must provide documented evidence of suitability satisfactory to the Departmental Representative.

AA 2.2 PROJECT DELIVERY APPROACH

1. Unless otherwise specified in the Call-Up, the traditional design-tender-build approach will be used. The Consultant may be required to prepare the tender package and ensure full coordination.
2. PWGSC will tender contracts through several contracting authorities.

AA 2.3 MEDIA

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

AA 2.4 GENERAL PROJECT DELIVERABLE

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer. Additional details and/or requirements may be specified in the Call-Up.
2. All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the "Doing Business with PWGSC Documentation and Deliverables Manual", Appendix D to the Standing Offer.
3. Unless otherwise indicated in the Call-Up or in the Standing Offer, provide six (6) copies of all deliverables plus one electronic version in a format using PWGSC operational platforms such as: MS (Word, Excel), AutoCAD latest version and NMS latest version. In addition, provide PDF electronic copy of all final reports and contract documents. All submissions and electronic documents shall be signed, sealed and dated by a Professional Engineer (P.Eng) licensed in the Province of Ontario.

All documents (drawings and specification) are to be produced in accordance with PWGSC document "Doing Business with PWGSC Documentation and Deliverables Manual - Standing Offer" attached at Appendix D or the applicable document depending on project requirements. All documents are to be produced in the amounts and types shown below and at the project delivery stage described in each individual Call-up.

Inspection Reports (draft and final)

No. of copies:	hard copies	CADD files	PDF File	NMS
	.....6.....	.....1.....	.....1.....	.....1.....

Solicitation No. - N° de l'invitation
EQ754-211966/A
Client Ref. No. - N° de réf. du client
EQ754-211966

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-0-43048

Buyer ID - Id de l'acheteur
PWL034
CCC No./N° CCC - FMS No./N° VME

Reports (Investigations and Studies)

No. of copies:	hard copies	CADD files	PDF File	NMS
	.....6.....	.....1.....	.....1.....	.....1.....

Design Concept Documents

No. of copies:	hard copies	CADD files	PDF File	NMS
	.....6.....	.....1.....	.....1.....	.....1.....

Design Development Documents

No. of copies:	hard copies	CADD files	PDF File	NMS
	.....3.....	.....1.....	.....1.....	.....1.....

Construction Documents

No. of copies:	hard copies	CADD files	PDF File	NMS
33% complete	.....3.....	.....1.....	.....1.....	.....1.....
66% complete	.....3.....	.....1.....	.....1.....	.....1.....
99% complete	.....3.....	.....1.....	.....1.....	.....1.....
100% complete3.....1.....1.....1.....

Tender Documents

No. of copies:	hard copies	CADD files	PDF File	NMS
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Drawings1.....1.....1.....
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BrIM Files1.....
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Specifications	...1 bound...1.....1.....
Specifications	..1 unbound..

Record Documents

No. of copies1.....1.....1.....1.....
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The schedule for the delivery of services will be determined at the time of each individual Call-up.

AA 2.5 ACCEPTANCE OF PROJECT DELIVERABLES

1. While PWGSC acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PWGSC to review work. PWGSC reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.
2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. PWGSC acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or

technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost.

5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement PWGSC acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

REQUIRED SERVICES (RS)

RS 1 Introduction

RS 2 Scope of Services

- RS 2.1 Required Services
 - RS 2.1.1 Analysis of Project Scope of Work
 - RS 2.1.2 Investigations, Studies and Reports
 - RS 2.1.3 Design Concept
 - RS 2.1.4 Design Development
 - RS 2.1.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award
 - RS 2.1.7 Construction and Contract Administration
 - RS 2.1.8 Resident Site Services During Construction
 - RS 2.1.9 Commissioning
 - RS 2.1.10 Estimating and Cost Planning
 - RS 2.1.11 Risk Management
 - RS 2.1.12 Post Construction Services
 - RS 2.1.13 Operation and Maintenance Surveillance (OMS) manual, Emergency Response Plan (ERP), Emergency Preparedness Plan (EPP}
 - RS 2.1.14 Additional Services
 - RS 2.1.15 Management of Consultant's In-House and External Resources (Sub-Consultant/Specialist) and Services

REQUIRED SERVICES (RS)

RS 1 INTRODUCTION

1. Call-Ups may include any or all of the following services. Specific services will be identified in each Call-Up:
 - (a) Analysis of Project Scope of Work
 - (b) Investigations, Studies and Reports
 - (c) Design Concept
 - (d) Design Development
 - (e) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - (f) Tender Call, Bid Evaluation and Construction Contract Award
 - (g) Construction and Contract Administration
 - (h) Resident Site Services During Construction
 - (i) Commissioning
 - (j) Estimating and Cost Planning
 - (k) Risk Management
 - (l) Post Construction Services
 - (m) Operation and Maintenance manual, Emergency Response Plan (ERP), Emergency Preparedness Plan (EPP), Service Agreement
 - (n) Additional Services
 - (o) Management of Consultant's In-House and External Resources (Sub-Consultant/Specialist) and Services

RS 2 SCOPE OF SERVICES

RS 2.1 Required Services

RS 2.1.1 Analysis of Project Scope of Work

1. The Consultant shall analyze the Project Brief and advise the Departmental Representative of any noted problems or the need for more information, clarification or direction. Note that there may be projects which must consider health and safety and environmental concerns.
2. Visit the site to perform measurements, surveys and obtain local information applicable to the design.
3. Provide a Health and Safety plan and an environmental protection plan for all required Consultant services.
4. Subject to applicable security restrictions, the Consultant will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Departmental Representative on termination of the contract.

RS 2.1.2 Investigations, Studies and Reports

1. The Consultant shall perform inspections and /or investigations, and provide reports as required by the Departmental Representative. Required inspection and investigation may include:
 - (a) Comprehensive Detailed Inspections;
 - (b) General Annual Inspections;
 - (c) Routine Inspections;
 - (d) Non-Routine Inspections;
 - (e) Special Inspections and Measurements;
 - (f) Code and regulatory compliance assessments;
 - (g) Load Evaluation Assessment;
 - (h) Structural Analyses;
 - (i) Topographic and Bathymetry Surveys;
 - (j) Feasibility and Investment Analysis Report with recommendations for further investigation of pertinent and viable repair, rehabilitation and replacement options, including consideration of movable-to-fixed bridge replacement and movable bridge replacement;
 - (k) Instrumentation and Monitoring work.
2. Inspection and investigation work may require:
 - (a) inspection/investigation of specialized components of bridges;
 - (b) geotechnical and material investigations;
 - (c) river hydraulic assessments;
 - (d) diving inspections;
 - (e) traffic safety and volume assessments;
 - (f) surveys;
 - (g) connection, joint, fastener, member, element, material, part, etc. surveys, measurements, tests;
 - (h) identification, measurement and recording of member / component / connection / joint / fastener / etc. material losses, reinforcing bar and/or pre- and post-tensioning corrosion, delamination and ion penetration depths in concrete, rot and decay in wood, and other deteriorations, as well as of all significant deformations, displacement and other damages;
 - (i) bridge balance tests;
 - (j) measurements of internal member forces;
 - (k) cost estimates prepared by the Cost Estimating Specialist/ Sub-Consultant.
 - (l) the Consultant shall also coordinate stakeholder meetings, prepare minutes and reports for PWGSC.
3. Inspection and investigation work shall be carried in accordance with: the current PWGSC Bridge Inspection Manual (BIM) 2010, the current Canadian Highway Bridge Design code (CHBDC), FHWA Inspection of Fracture-Critical Members, AASHTO Movable Bridge Inspection Evaluation and Maintenance Manual, and all additional PWGSC requirements specific to a particular call-up, as required, and shall be carried out by experienced and qualified Walpole Island Swing Bridge specialist engineers.
4. The inspection and investigation of specialized components of bridges (structural, mechanical, electrical, control system, hydraulics, cables, hoist systems, etc.) on Walpole

Island Swing Bridge, shall be carried out by specialized, experienced engineers and shall be coordinated and integrated with the inspections of other structural components of the bridge.

RS 2.1.3 Design Concept

The Consultant is to explore design options and analyse them against identified priorities and program objectives. Within this process, up to three (3) options are to be evaluated and compared to each other in sufficient detail and clarity to recommend a single preferred option for Design Development stage (RS 2.1.4)

The Consultant shall:

- (a) submit to the Departmental Representative, design concept documents in sufficient detail to illustrate the design concept(s) and to demonstrate compliance with the Project requirements
- (b) consider all design issues beyond the bridge structure itself, which may need to be addressed, and which could include bridge controls, electrical, mechanical, hydraulic, signage, lighting, approaches, traffic control, commissioning of movable bridges following a complete replacement or major interventions affecting their operation, etc.
- (c) consider issues such as construction approach and methodology, constructability, long-term cost-benefit considerations, project budget and timelines, and possibility of divestiture to other jurisdictions. Issues such as land ownership restrictions and continued usage of site, pedestrian and vehicular traffic detours, staging areas, etc. are also to be considered.
- (d) for up to three (3) conformant and most appropriate repair, rehabilitation and/or replacement options recommended by the Consultant and accepted by the Departmental Representative for detailed Design Concept analysis:
 - (i) submit preliminary Class C Construction Cost Estimates prepared by a Cost Estimating specialist, Cost Plan, Preliminary Project Risk Management Plan and Project Schedule to confirm the feasibility of the Project, and provide copies of all design concept documents in the type and number specified in AA 2.4;
 - (ii) demonstrate that options accommodate the Client User Program, and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested;
 - (iii) provide options analysis, complete with life cycle cost analysis;
- (e) recommend a single preferred Conceptual Option for Design Development consideration.

RS 2.1.4 Design Development

The Consultant shall, after acceptance of the design concept documents, prepare and

- (a) refine the approved preferred Conceptual Design Option to a level of detail which will facilitate preparation of Class B cost estimates, design, Code non-conformances reviews, and discussions with the Departmental Representative.
- (b) submit to the Departmental Representative, design development documents in sufficient detail to fully define the size, intent, character and cost of the entire Project;
- (c) submit an updated and refined Construction Cost Estimate prepared by the Cost Estimating specialist and based on the design development documents, as well as an updated Cost Plan, Project Risk Management Plan and Project Schedule;
- (d) provide copies of all design development documents in the type and number specified in AA 2.4.

RS 2.1.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

1. The Consultant shall, after acceptance of the Design Development documents by the Departmental Representative and after receiving a written directive to proceed, prepare and
 - (a) submit for review to the Departmental Representative construction documents detailing the requirements for the construction of the Project at each stage of completion specified in the Project Brief. All documents prepared by Sub-Consultants and other external specialists shall be reviewed, corrected as necessary, and signed "Reviewed and Accepted" by the Prime Consultant prior to their submission to the Departmental Representative;
 - (b) submit an updated and refined Construction Cost Estimate prepared by the Cost Estimating specialist, Project Risk Management Plan and Project Schedule at each specified stage of completion;
 - (c) submit a comprehensive Engineering Design Brief referencing applicable design Codes and Guides throughout, in a PDF format for PWGSC archiving and future reference purposes;
 - (d) provide copies of all construction documents submitted, in the type and number specified in AA 2.4.
2. The Consultant shall prepare for tender call purposes and submit to the Departmental Representative for acceptance a final Class A Construction Cost Estimate prepared by the Cost Estimating specialist and based on the approved construction documents, together with a breakdown thereof, and a final detailed Project Schedule.

RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award

1. Tender Call:

The Consultant shall, after acceptance of the final submission of the construction documents by the Departmental Representative, provide one (1) complete electronic set of the approved working drawings digitally signed and sealed by a Professional Engineer licensed in the Province of Ontario, suitable for both editing and reproduction, and two (2) sets of the approved specifications, one electronic set to be suitable for reproduction and the other set to be properly bound and covered as required by PWGSC Procurement Department.

The Consultant shall, on request:

- (a) provide the Departmental Representative with information required for interpretation and clarification of the construction documents;
- (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
- (c) assist with the preparation of addenda;
- (d) attend job or site showings as required.

2. Bid Evaluation and Construction Contract Award:

The Departmental Representative shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.

The Consultant shall, on request:

- (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits and/or shortcomings;
- (b) provide information to support price negotiations.

RS 2.1.7 Construction and Contract Administration

1. Construction Schedule

The Consultant shall:

- (a) as soon as practical after the award of the Construction Contract, request from the Contractor a detailed construction schedule, and, after review for conformity with the Project Schedule and implementation of necessary adjustments, forward two (2) annotated, signed "Reviewed and Accepted" and dated copies of the Consultant-accepted construction schedule to the Departmental Representative;
- (b) monitor and report to the Departmental Representative the progress of the construction, or lack thereof, on an on-going basis; and
- (c) immediately notify the Departmental Representative of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes and duration of delays.

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

2. Construction Safety

- (a) All construction projects performed by the contractor are subject to provincial regulations.
- (b) The contractor must provide Site Specific Health and Safety Plans in accordance with the contract; this will include emergency response plans, fire plans, etc. The Consultant is to ensure that these plans are adequate and are adhered to at all times.
- (c) In addition to the above, the Contractor(s) must comply with the municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety. Consultant is to ensure that these are adhered to.

3. Environmental Protection

- (a) All construction projects performed by the contractor are subject to federal and provincial environmental regulations.
- (b) The contractor must provide Site Specific Environmental Protection Plan in accordance with the contract. Consultant is to ensure that these plans are adequate and are adhered to at all times.

4. Construction Meetings

The Consultant shall:

- (a) advise the Contractor to hold and attend construction meetings as required by the Construction Contract;
- (b) advise the Departmental Representative of the dates and times of the proposed meetings;
- (c) attend all such meetings;
- (d) maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof within a maximum of five (5) working days of the meeting.

5. Clarification and Interpretation

The Consultant shall promptly provide clarifications and interpretations of the construction documents in written and/or graphic form, to the Contractor, with a copy to the Departmental Representative, for the proper execution and progress of the construction as and when necessary.

6. Shop Drawings

The Consultant shall:

- (a) specify in the construction documents the shop drawings that are to be submitted by the Contractor;
- (b) review in a timely manner the shop drawings provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the Contractor such conformance with the general concept or lack thereof;
- (c) provide the Departmental Representative with one (1) signed "Reviewed and Accepted" and dated copy when such conformity is confirmed.

7. Testing and Inspection

The Consultant shall:

- (a) recommend the need for, and review, test reports of materials and/or construction;
- (b) recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly. On projects requiring painting of structural steel members/elements/components, comprehensive services of a NACE-accredited Painting Inspector shall be retained in a manner assuring proper quality of base preparation and of paint system application;
- (c) request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly;
- (d) specify in the construction documents product and performance testing to be undertaken by the Contractor, including Commissioning of all replacement bridges and of existing bridges that have undergone major repairs that may affect their operation;
- (e) ensure that all specified testing, commissioning and other quality assurance specifications and recommendations are adequately implemented throughout the construction process.

8. Site Visits

The Consultant shall:

- (a) conduct periodic visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
- (b) record and report to the Departmental Representative on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed;
- (c) recommend the action(s) to be taken;
- (d) Assist PWGSC in ensuring prompt implementation by the Contractor of all remedial actions which have been accepted by the Departmental Representative in writing, and issue a written confirmation of their completion to the Departmental Representative and to the Contractor.

The Consultant shall not:

- (a) advise the client/users in any matter without obtaining guidance from PWGSC;
- (b) enter into the area of responsibility of the Contractor's superintendent;
- (c) respond to requests for project related information or questions from the media, municipalities or public. Such inquiries are to be directed to the Departmental Representative.

9. Changes to Construction Contract

The Consultant shall:

- (a) submit all requests and recommendations for changes to the Construction Contract and their implications to the Departmental Representative for approval;
- (b) obtain quotations from the Contractor for contemplated changes, review the prices for acceptability and fairness, assess the effect on construction progress and completion date, and submit recommendations to the Departmental Representative.

The Departmental Representative shall issue Change Orders for all approved changes.

10. Contractor's Progress Claims

The Consultant shall:

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

11. Interim Completion of the Project

The Consultant shall:

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

12. As-Built Record Drawings

The Consultant shall, before issuance of the Final Certificate of Completion:

- (a) prepare and provide the Departmental Representative with a complete set of as-built record drawings as the case may be, of the type and number as specified;
- (b) verify that record drawings are suitable for digital storage and retrieval, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions;
- (c) verify that record drawings are labeled "Record", dated and signed by the Consultant, and provide also a marked-up copy of the specifications recording changes thereto.
- (d) The Consultant shall, within four (4) weeks of issuing the final Certificate of Completion, furnish PWGSC with a complete set of AutoCAD "as-built" drawings that comply with all the requirements as specified in the PWGSC National CADD Standard.

13. Final Completion of the Project

The Consultant shall:

- (a) advise the Departmental Representative in writing that the construction has been completed in general conformity with the Construction Contract and the Approved Design;
- (b) make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, prepare and submit to the Departmental Representative for approval and final payment to the Contractor, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturers' and suppliers' warranties.

RS 2.1.8 Resident Site Services During Construction

The Consultant shall ensure that every Resident Site Representative is intimately familiar with the general concept of the design and execution of works, as well as with all pertinent details and requirements of construction, sequencing, methodologies, etc. shown on Project Drawings and described in the Project Specifications, such that potential Contractor site errors are corrected in advance and at all times.

The Consultant Resident Site Representatives shall:

- (a) assist the Consultant in carrying his construction and contract administration duties;
- (b) inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after confirming with both the Consultant and the Departmental Representative, any discrepancies between the work, the contract documents and accepted construction procedures and practices;
- (c) assist PWGSC in ensuring prompt implementation by the Contractor of all remedial actions which have been accepted by the Departmental Representative in writing, and issue a written confirmation of their completion to the Consultant, to the PWGSC Project Manager and to the Contractor;
- (d) maintain a detailed and descriptive daily log of such inspections and of unexpected occurrences on site, and on a consistent day of each week electronically issue a weekly written report, which is to include pertinent photographs and be prepared in the format to be directed, to the Consultant and to the PWGSC Project Manager. Once the report is reviewed and accepted by both parties, the Consultant is to distribute it to the Contractor and the affected Sub-contractors;
- (e) prepare any other reports or surveys as may be requested by the PWGSC Project Manager through the Consultant;
- (f) verify quantities of materials received and record work progress through photographs (digital files to be held by PWGSC).
- (g) submit a weekly photographic record of construction activity and site progress

The Consultant shall not:

- (a) advise the client/users in any matter without obtaining guidance from PWGSC;
- (b) enter into the area of responsibility of the Contractor's superintendent;
- (c) respond to requests for project related information or questions from the media, municipalities or public. Such inquiries are to be directed to the Departmental Representative.

RS 2.1.9 Commissioning

The Consultant shall develop the specification and plan for commissioning of the Walpole Island Swing Bridge when it that has undergone major repairs/rehabilitation work that may affect its operation, provide commissioning services to verify that the department's functional requirements are correctly interpreted during the design and construction stages, and that the structures operate consistently, under all normal load conditions and in all operating positions. Additionally, the scope of commissioning is to include the first seasonal start-up following completion of construction. The Consultant is required to develop a commissioning plan and specification to be incorporated into the construction tender documents which will detail how the commissioning is to proceed for the Walpole Island Swing Bridge if so specified in a particular Call-up Project Brief.

RS 2.1.10 Estimating and Cost Planning

The Consultant shall provide:

- (a) cost consulting services by a Cost Estimating Specialist from the commencement of project design through to construction completion, including the preparation of complete estimates for all construction trades; estimates to consider escalation, inflation, markets, contingency costs, etc.
- (b) The Consultant specialist responsible for estimating shall attend all pertinent project meetings throughout the design phases and be prepared to present and defend the estimates directly to the Departmental Representative.

RS 2.1.11 Risk Management

1. The Consultant shall provide support to the Project Manager in identifying risks and managing them throughout the project life cycle.
2. A risk management strategy is essential to the project management of PWGSC. Such a strategy combines project planning, design development planning, procurement planning and implementation planning.
3. See "Doing Business with PWGSC Documentation and Deliverables Manual" for Risk Management "Definitions" and "Checklist".
4. Risk Management Process:
 - (a) Identify risk events based on past experience and using proposed checklist or other available lists;
 - (b) Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
 - (c) Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
 - (d) Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
 - (e) Implement risk mitigation.

RS 2.1.12 Post Construction Services

The Consultant shall submit closure reports generally comprising of the following Record Documents:

1. Introduction:
 - (a) Project history
 - (b) Scope of work
 - (c) Design development
 - (d) Tendering process and award of contract
2. Project implementation:

- (a) Start - up meeting
- (b) Work plan and schedule of work
- (c) Field testing and quality control
- (d) Progress meetings and minutes
- (e) Health and safety
- (f) Change orders and site instructions

3. Issues and difficulties encountered during implementation:

- (a) Delays in the work
- (b) Review of claims

4. Operations and monitoring program

- (a) Inspections
- (b) Studies
- (c) Monitoring work

5. Conclusion and Summary including a Certificate of General Conformance.

6. List of Appendices :

- (a) Copy of specifications
- (b) Contract drawings
- (c) Contractor's Schedule
- (d) List of subcontractors and suppliers.
- (e) Digital photographs
- (f) As-built Record Drawings and Specification, on a USB drive where required.
- (g) Geotechnical, materials, testing reports if applicable
- (h) Environmental Considerations report
- (i) Bi-weekly progress summaries
- (j) Quality assurance (materials testing, water quality, specified materials, commissioning report, etc.)
- (k) Any other report related to the project

RS 2.1.13 Operation, Maintenance and Surveillance (OMS) manual, Emergency Response Plan (ERP) and Emergency Preparedness Plan (EPP)

The Consultant shall prepare an Operation, Maintenance and Surveillance (OMS) manual, Emergency Response Plan (ERP) and Emergency Preparedness Plan (EPP).

The Consultant shall prepare statement of work for operation and maintenance service contract.

RS 2.1.14 Additional Services

If required, any additional services will be identified at the time of each individual Call-up, and the Consultant will be responsible for the provision and management of these additional services.

RS 2.1.15 Management of Consultant's In-House and External Resources (Sub-Consultant/Specialist) and Services

The Consultant shall perform all pertinent project management functions necessary for proper management of call-ups, including (but not limited to): management of its own in-house personnel, co-ordination of services between disciplines, management of sub-Consultants'/Specialists' services, and similar general management tasks.

The Consultant shall also coordinate and manage the services of additional sub-Consultants/Specialists* required to complete project requirements in support of the requested services under a Call-Up.

* Additional sub-Consultants and Specialists refers to Consultants outside of those included in the Consultant's Team Identification, attached at Appendix C, and as identified under TP 10.2.(d) Disbursements.

PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Offers

The Offeror is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Offer", General Instructions to Offerors (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 OFFER REQUIREMENTS

2.1 Electronic transmission

Offers transmitted by hardcopy or facsimile will not be accepted.

2.2 Epost Connect service

The Offeror must submit its offer electronically. Canada requests that the Offeror submits its offer in accordance with section GI10 Submission of offer, of the General Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per separate electronic document (attachment) as follows:

Section I: Technical Offer;

Section II: Price Offer.

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

2.3 Requirement for Offer Format

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

1. Page size should be - 216mm x 279mm (8.5" x 11")
2. Minimum font size - 11 point Times or equal
3. Minimum margins - 12 mm left, right, top, and bottom
4. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
5. 279mm x 432mm (11" x 17") pages for spreadsheets, organization charts etc. will be counted as two pages.
6. The order of the offers should follow the order of the Request for Standing Offer SRE 3 section.

2.4 Specific Requirements for Offer Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

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

- Covering letter
- Cover page
- Table of Contents
- Tabs / Page Dividers used to solely identify the sections of the offer, provided they are free of text and/or graphics
- 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 Offer Form (Appendix B)
- Consultant Team Identification (Appendix C)
- Licensing, Certification and Authorization

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the offer 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 offer as non-responsive and no further evaluation will be carried out.

3.1.1 Declaration/Certifications Form

Offerors must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

The Offeror shall be a Civil/Structural Movable and Fixed Bridge Engineering Consultant licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario.

You must indicate current license or how you intend to meet the provincial licensing requirements. If this licensing information is not provided with the submission, it must be provided by the Offeror within two (2) business days of request by the Contracting Authority. Failure to do so will render the submission nonresponsive.

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 Offeror must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions to Offerors (GI), Integrity Provisions – Offer, section 3a.

3.1.4 Consultant Team Identification

The Consultant team to be identified must include the following:

- | | |
|---------------------------------|---|
| Offeror (Prime Consultant) | - Civil/Structural Movable and Fixed Bridge Specialist Engineer |
| Key Sub-Consultants/Specialists | - Transportation Engineer |
| | - Mechanical Movable Bridge Specialist Engineer |
| | - Electrical/Controls Movable Bridge Specialist Engineer |
| | - Geotechnical Engineer and Material Testing |
| | - Construction Cost Estimator |
| | - Topographic and Bathymetry Surveyor |

Information required - name of firm, key personnel to be assigned to the standing offer for its duration. For the Prime and Sub-Consultant(s)/specialist(s) indicate current professional licensing and/or how you intend to meet the Ontario provincial licensing requirements without generating any project delays. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions - Limitation of Submissions).

The Consultant Team is to be identified in Appendix C – Consultant Team Identification.

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

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

3.2.2 Team Approach / Management of Services

1. *What we are looking for:*
How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Offeror 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'. Explain how the team (both prime Consultant and their proposed sub-consultants) will be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative 24 hours for emergency request. For example, how will the team meet the 'Project Response Time Requirements' during the COVID-19 pandemic;
 - h) Conflict resolution methods.

3.2.3 Past Experience

1. *What we are looking for:*

Demonstration that within the last five (5) years, the Offeror has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Offeror's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.

2. *What the Offeror should provide:*

- a) A brief description of a maximum of five (5) significant projects completed within the last five (5) years by the Offeror;
 - 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 Offeror (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Offeror will not be considered in the evaluation unless these entities form part of a joint venture Offeror.
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

1. *What we are looking for:*

A demonstration that the Offeror has senior personnel in-house or through listed Sub Consultant/specialist, with the capability, capacity and expertise in each area listed in the Required Services (RS) section. As well as a demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise to hire and successfully manage a team of external experts/specialists in all areas listed in the Required Services (RS) section, with the exception of Civil/Structural Bridge Engineering which must be performed in-house.

2. *What the Offeror should provide: (approximately two (2) pages **per** senior personnel)*

- a) submit a maximum of two (2) c.v.'s of senior personnel who would perform the majority of the work in Call-ups against this standing offer. 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.
3. In-house personnel means personnel within the Offeror's organization (see definition of Offeror in General Instructions GI 1). Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.

3.2.5 Project Personnel Expertise and Experience

1. *What we are looking for:*
A demonstration that the Offeror 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 Offeror should provide:*
 - a) submit a maximum of two (2) c.v.'s of project personnel 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.
3. In-house personnel means personnel within the Offeror's organization (see definition of Offeror in General Instructions GI 1). Past expertise and experience of personnel not within the Offeror's (or joint venture Offeror's) organization will not be considered in the evaluation.

3.2.6 Hypothetical Projects

1. *What we are looking for:*
Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).
2. *What the Offeror 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 Offeror sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1

Situation

An incident has occurred on a swing bridge. A ship impacted the swing span of the bridge in an accident, the steel girder on the side of the bridge is damaged and requires immediate replacement. The bridge operator was not aware if there were any damages to the electrical and mechanical components of this bridge. Repair is required immediately to ensure safe passage for both vehicles and pedestrians.

Scope of Work

1. Your firm has been requested to perform an urgent assessment on the extent of the damage and to recommend immediate actions as required.
2. Provide an analysis of the situation and required emergency repairs, cost estimate and schedule.

PROJECT 2

Situation

The Walpole Island Swing Bridge was built over 50 years ago, rehabilitation of the bridge is required. PWGSC has chosen to rehabilitate the bridge using a deck overlay. Design shall be undertaken in accordance with Bridge Inspection Manual (2010 Revision).

Scope of work

1. Your firm is tasked with providing Design and Contract administration services, however not limited to the following scope of work:
 1. Remove and replace the existing overlay
 2. Remove and replace existing asphalt
 3. Remove and replace existing bearings and bearing pedestals
 4. Repair all delaminated/spalled concrete deck
2. Take into consideration phasing of project for Health and Safety reasons, minimizing lane restrictions and full lane closures.
3. Provide an analysis of project specific issues, and a list of studies required prior to proceeding with design development work. Prepare a comprehensive Project Risk Management Plan (RMP) covering all phases of the project.

3.3 EVALUATION AND RATING

Offers 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 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	2.0	0 - 10	0 - 20
Past Experience	1.5	0 - 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Project Personnel Expertise and Experience	1.5	0 - 10	0 - 15
Hypothetical Project 1	1.25	0 - 10	0 - 12.5
Hypothetical Project 2	1.25	0 - 10	0 - 12.5
Total	10.0		0 - 100

Generic Evaluation Table

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

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Offeror does not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror 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, Offerors **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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

SRE 4 PRICE OF SERVICES

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

All price offers which are greater than 25 percent above the average price will cause their respective complete offers to be set aside and receive no further consideration.

The remaining price offers are rated as follows:

1. The lowest price offer 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 offers receive a Price Rating of 0.
3. On the rare occasions where two (or more) price offers are identical, the matching price offers receive the same rating and the corresponding number of following ratings are skipped.

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offerors submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected.

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SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
- ☐ Integrity Provisions – Required documentation – **as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Offerors (GI), Integrity Provisions – Offer, 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 Offerors (GI), Integrity Provisions – Offer, section 3b.
- ☐ Team Identification Form - See typical format in Appendix C
- ☐ Offer
- ☐ Front page of Request for Standing Offer
- ☐ Front page of Revision(s) to a Request for Standing Offer

For epost Connect Offer:

- ☐ Offer - one (1) electronic document attached to the message
- ☐ Price Offer Form – one (1) Price Offer Form completed and submitted in a separate electronic document attached to the message

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APPENDIX A - DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 5)

Name of Offeror:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

I, the Offeror, 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 an offer 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 offer 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 Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the offer 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 Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

- ☐ A5.2. The Offeror 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 Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror 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 Offerors)

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, Offerors 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 offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Offeror 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, Offerors agree that the successful Offeror'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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? 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 adjustment program.

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Name of Offeror:

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 offer 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 Offeror, hereby certify that the information given on this form and in the attached Offer is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

This Appendix A should be completed and submitted with the offer, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the offer, the Contracting Authority will inform the Offeror 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 offer non-responsive.

APPENDIX B - PRICE OFFER FORM

INSTRUCTIONS

Complete price Offer form and submit in accordance with the instructions in this solicitation.

2. Price Offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received, the following requirements must be strictly adhered to: offerors **must** provide an hourly rate for **each** category of personnel. 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 category of personnel will render your offer non-responsive. Failure to provide an hourly rate equal to or greater than the hourly rate provided for the position listed below it will render your offer non-responsive.**
5. One (1) price offer evaluation grid is provided for each of the disciplines under this RFSO. Offerors must fill out (in its entirety) the price offer grid(s) for each discipline(s). If a price offer evaluation grid is not duly completed (column B) for any one of the identified disciplines, then the Offeror's offer will be considered non-responsive. In the case of arithmetic error in column C, the values in column B will prevail.
6. The hourly rates identified for all disciplines, including sub-Consultants and specialists will be for the duration of the Standing Offer.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

APPENDIX B - PRICE OFFER

ONTARIO

Name of Offeror: _____

Address: _____

1. CIVIL/STRUCTURAL MOVABLE AND FIXED BRIDGE SPECIALIST ENGINEER

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Partners or principals of the firm	10 %	\$	\$	\$	\$
Senior Movable and Fixed Bridge Specialist Engineer	30 %	\$	\$	\$	\$
Intermediate Specialist Engineer	25 %	\$	\$	\$	\$
Intermediate Technician	15 %	\$	\$	\$	\$
Junior Engineer	15 %	\$	\$	\$	\$
Administrative Support	5 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

2. TRANSPORTATION ENGINEER

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Engineer	50 %	\$	\$	\$	\$
Intermediate Engineer	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

3. MECHANICAL MOVABLE BRIDGE SPECIALIST ENGINEER

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Specialist Engineer	50 %	\$	\$	\$	\$
Intermediate Specialist Engineer	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

4. ELECTRICAL/CONTROLS MOVABLE BRIDGE SPECIALIST ENGINEER

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Specialist Engineer	50 %	\$	\$	\$	\$
Intermediate Specialist Engineer	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$
					= \$

5. CONSTRUCTION COST ESTIMATOR

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Estimator	50 %	\$	\$	\$	\$
Intermediate Estimator	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$
					= \$

6. GEOTECHNICAL ENGINEER AND MATERIAL TESTING

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Specialist Engineer	50 %	\$	\$	\$	\$
Intermediate Technician	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

7. TOPOGRAPHIC AND BATHYMETRY SURVEY

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor (A)	Fixed Hourly Rates * Years 1, 2, & 3 (B)	A x B	Fixed Hourly Rates * Years 4 and 5 (Option Years 1 and 2) (D)	A x D
Senior Specialist Engineer/ Surveyor	50 %	\$	\$	\$	\$
Intermediate Specialist Technologist	50 %	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66 %		34 %
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

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* Refer to Standing Offer Particulars SP 3 Period of the Standing Offer.

TOTAL FOR EVALUATION PURPOSES

Discipline	Weight Factor (A)	Total from each table above (B)	Total (C) = (A X B)
Civil/Structural Movable and Fixed Bridge Specialist Engineer	25	\$	\$
Transportation Engineer	10	\$	\$
Mechanical Movable Bridge Specialist Engineer	25	\$	\$
Electrical/Controls Movable Bridge Specialist Engineer	25	\$	\$
Construction Cost Estimator	5	\$	\$
Geotechnical Engineer	5		
Topographic and Bathymetry survey	5	\$	\$
Total for all disciplines	100		\$

Signature of Consultant or Joint Venture Consultants.

.....
signature

.....
signature

.....
name

.....
name

.....
capacity

.....
capacity

.....
signature

.....
signature

.....
name

.....
name

.....
capacity

.....
capacity

END OF PRICE OFFER FORM

APPENDIX C – TEAM IDENTIFICATION

INSTRUCTIONS

1. Complete the Consultant Team Identification in the format provided below, including the following information for each identified team member of the Consultant Team; Name, Category of Personnel and Provincial Professional Licensing Status.
2. Provide short C.V.s for each identified team member. C.V's should have sufficient detail to explain experience in the respective discipline(s).
3. C.V's provided under Appendix C - Team Identification, will not form part of the evaluation or page limitation identified under the SRE 3.2 Rated Requirements section, and are to appear under the Appendix C section only.

Please note, the SRE 3.2 Rated Requirements section has a separate requirement which includes the provision of C.V's for evaluation purposes (SRE 3.2.4 and 3.2.5).

I. Prime Consultant (Offeror): Civil/Structural Movable and Fixed Bridge Specialist Engineer

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
HQ Executive and Standing Offer Manager		
Principal		
Senior Civil/Structural Movable Bridge Specialist Engineer		
Senior Civil/Structural Fixed Bridge Specialist Engineer		
Intermediate Specialist Engineer		

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II. A. Key Sub Consultant or Offeror specialist: Transportation Engineer

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Engineer		
Intermediate Engineer		

B. Key Sub Consultant or Offeror specialist: Mechanical Movable Bridge Specialist Engineer

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Specialist Engineer		
Intermediate Specialist Engineer		

C. Key Sub Consultant or Offeror specialist: Electrical/Controls Movable Bridge Specialist Engineer

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Specialist Engineer		
Intermediate Specialist Engineer		

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D. Key Sub Consultant or Offeror specialist: Geotechnical Engineer and Material Testing

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Specialist Engineer		
Intermediate Specialist Engineer		

E. Key Sub Consultant or Offeror specialist: Topographic and Bathymetry Surveyor

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Specialist Engineer/ Surveyor		
Intermediate Specialist Technologist		

F. Key Sub Consultant or Offeror specialist: Construction Cost Estimator

Firm:

Name

Key Individuals:

Category of Personnel	Name	Provincial professional licensing status
Senior Estimator		
Intermediate Estimator		

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APPENDIX D – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

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APPENDIX E - CONSULTANT PERFORMANCE EVALUATION REPORT FORM (CPERF)

(See attached)

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

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APPENDIX F - WALPOLE ISLAND SWING BRIDGE COMPREHENSIVE DETAILED INSPECTION AND ALTERNATIVE ASSESSMENT REPORT 2012.

(See attached)

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APPENDIX G - WALPOLE ISLAND SWING BRIDGE COMPREHENSIVE DETAILED INSPECTION REPORT 2020.

(See attached)