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**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region**

## 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**

Major Projects - Pacific / Projets majeurs - Pacifique  
1230 Government Street, Suite 401  
1230, rue Government, bureau 401 -  
Victoria  
British C  
V8W 3X4

<b>Title - Sujet</b> Geotechnical Support Services	
<b>Solicitation No. - N° de l'invitation</b> EZ897-221705/A	<b>Date</b> 2022-03-10
<b>Client Reference No. - N° de référence du client</b> EZ897-221705	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$FAR-007-8356
<b>File No. - N° de dossier</b> FAR-1-44131 (007)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Daylight Saving Time PDT <b>on - le 2022-04-26</b> Heure Avancée du Pacifique HAP	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chan(far007), Scarlett	<b>Buyer Id - Id de l'acheteur</b> far007
<b>Telephone No. - N° de téléphone</b> (604)369-7853 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 219-800 BURRARD ST. VANCOUVER British Columbia V6Z0B9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

# **Request for Standing Offer (RFSO)**

## **GEOTECHNICAL SUPPORT SERVICES FARO MINE REMEDIATION PROJECT FARO, YUKON TERRITORY**

**Project number: R.112406.001**

**For enquiries, please contact:**

**Scarlett Chan, Supply Team Leader  
at e-mail address:  
[scarlett.chan@tpsgc-pwgsc.gc.ca](mailto:scarlett.chan@tpsgc-pwgsc.gc.ca)**

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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 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

### SI 4 ADVANCE RULING - CONFLICT OF INTEREST – UNFAIR ADVANTAGE

1. Canada has taken steps to protect the integrity of the procurement process including requiring all those involved with the process to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and to avoid and prevent situations that could give rise to a conflict of interest, or the appearance of a conflict of interest. An Offeror who has any concerns regarding their status to qualify based on provisions related to conflicts of interest and unfair advantages is encouraged to request an advance ruling in accordance with the following process:

2. Advance ruling requests are to be sent to the Contracting Authority no less than 10 calendar days prior to the solicitation closing date and time by email with the following information:
- names and contact information of the Offeror and, if applicable, the person or entity for which the advance ruling is requested;
  - if applicable, a description of the person's or entity's relationship to the Offeror as well as that person's or entity's written consent to request the advanced ruling on its behalf, if the request is for a person or entity other than the Offeror;
  - a description of the potential situation of conflict of interest or unfair advantage as well as a description of the steps taken to date and future steps proposed to be taken to mitigate the situation, if applicable; and
  - copies of any relevant documentation.
3. Offerors should be aware that an advance ruling by Canada will be based on the information provided to Canada in the Offeror's advance ruling request and other information known by Canada at the time such advance ruling is made. Should any information not provided to Canada in the Offeror's advance ruling request or unknown to Canada at the time of the determination become known to Canada, Canada reserves the right to modify its ruling and, if necessary, reject an offer. For the purpose of this section, information known by Canada means information known by the individual making the advance ruling.

## **PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)**

### **GI 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 2 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/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 3 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting consulting firms with Geotechnical Engineering expertise to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for Faro Mine, Yukon.
2. Offerors shall be licensed or eligible to be licensed to practise in the Yukon Territory. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is PWGSC's intention to authorize one (1) Standing Offer, for a period of three (3) years from the date of issuing the Standing Offer, with the irrevocable option to extend for two (2) additional one (1) year periods under the same conditions. The total dollar value of the Standing Offer is estimated to be \$4,500,000.00 (Applicable Taxes included). Individual Call-ups will vary, up to a maximum of \$1,500,00.00 (Applicable Taxes 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), the Canada-European Union Comprehensive Economic Trade Agreement (CETA), the Canada-UK Trade Continuity Agreement (Canada-UK TCA) the Canadian Free Trade Agreement (CFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Bilateral Free Trade Agreements with Canada-Chile, Canada-Columbia, Canada-Honduras, Canada-Korea, Canada-Panama, Canada-Peru and Canada - Ukraine.
5. This solicitation allows and encourages offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically.

Offerors must refer to GI11 Submission of offer, and SRE 2 Offer Requirements, of the solicitation, for further information.

#### **GI 4 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 5 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE**

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

Scarlett Chan, Supply Team Leader  
Public Works and Government Services Canada  
Major Projects, Procurement Branch

Tel: 604-369-7853  
Email: [scarlett.chan@pwgsc-tpsgc.gc.ca](mailto:scarlett.chan@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 6 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 7 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 8 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 9 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 [scarlett.chan@pwgsc-tpsgc.gc.ca](mailto:scarlett.chan@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 10 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 11 SUBMISSION OF OFFER

### GI 11.1 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) 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 Standing Offer 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 11.2 TRANSMISSION BY EPOST CONNECT

### 1. EPOST CONNECT

- a) Offers may 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](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.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, as detailed in b., or to send offers through an epost Connect message if the offeror is using its own licensing agreement for epost Connect.

- b) To submit an 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 solicitation number to the specified PWGSC Bid Receiving Unit

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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 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 offer 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 offeror;
  - 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 G111.1.

## **GI 12 NOT APPLICABLE**

## **GI 13 EVALUATION OF PRICE**

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

## **GI 14 LIMITATION OF SUBMISSIONS**

1. An Offeror may not submit more than one offer. If the Offeror is a joint venture or partnership, this limitation also applies to the persons or entities comprising that joint venture or partnership. If more than one offer is received from an Offeror (or, in the case of a joint venture or partnership Offeror, from any of the persons or entities comprising that joint venture or partnership), all such offers shall be rejected and given no further consideration.
2. For the purposes of this RFSO, 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 for the purposes of a specific project, 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 or partnership 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, an Offeror shall not include in its offer 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 15 LICENSING REQUIREMENTS**

1. Consultant team 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 or territorial law in the province or territory which the project is located.
2. By virtue of submission of an offer, the Offeror certifies that the Offeror's consultant team 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 16 REJECTION OF OFFER**

1. Canada may reject an offer where any of the following circumstances is present:



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- 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 17 NOT APPLICABLE**

**GI 18 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 19 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 20 LATE SUBMISSIONS**

1. PWGSC will return or delete offers delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed offers as described in [GI 20.2](#). For offers submitted electronically, the late offer will be deleted. 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. Proposals submitted using means other than the Canada Post Corporation's epost Connect service will not be accepted.
2. An offer delivered after the solicitation closing date and time but before the contract award date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) epost Connect service.
  - a) 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.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.

## **GI 21 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 22 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 23 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.

4. 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.
5. 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).
6. 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 24 NOT APPLICABLE**

#### **GI 25 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 26 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 27 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, its affiliates (as defined the Ineligibility and Suspension Policy), sub-consultants, advisors, consultants, representatives, or any of the foregoing's current and former employees, were involved in any manner in the preparation of the solicitation or is in any situation of conflict of interest or appearance of conflict of interest;
  - b) if the Offeror, its affiliates (as defined the Ineligibility and Suspension Policy), sub-consultants, advisors, consultants, representatives, or any of the foregoing's current and 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, its affiliates (as defined the Ineligibility and Suspension Policy), sub-consultants, advisors, consultants or representatives, or any of the foregoing's current and former employees, who are providing or have 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. All foregoing persons and entities remain however subject to the criteria established above.
3. If, prior to the solicitation closing date and time, the Contracting Authority receives information about a person or entity that may indicate the existence of a conflict of interest, unfair advantage, or appearance thereof, that affects or may affect the integrity of this procurement process, Canada may elect to further investigate the matter and add that person or entity to the Ineligible Parties list. This right of Canada can be exercised in combination with or instead of Canada's right under paragraph 1. above, as Canada deems appropriate under the circumstances.
4. 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.
5. Offerors who are in doubt about a particular situation should contact the Contracting Authority as contemplated in SI4 Advance Ruling – Conflict of Interest – Unfair Advantage.
6. 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 thereof exists.

## GI28 INELIGIBLE PARTIES

1. In this GI28 Ineligible Parties:
  - a. Ineligible Party or Ineligible Parties means the person(s) or entity(ies) identified in GI28.2
  - b. Ineligible Party's Affiliate(s) means any of the following persons or entities :
    - i. current and former employees of an Ineligible Party; and
    - ii. affiliates (as defined in the Ineligibility and Suspension Policy), subconsultants, advisors, consultants, representatives, and each of the foregoing's current and former employees, of an Ineligible Party, involved or having been involved in the Faro Mine remediation project.
2. Ineligible Parties and Ineligible Party's Affiliates are not eligible to participate in the RFSO in accordance with GI27 Conflict of Interest – Unfair Advantage. For clarity, the ineligibility to participate includes, but is not limited to, participation as an Offeror, Consultant Team member, and the provision of information or advice to a Offeror or a Consultant Team member. The following entities are Ineligible Parties for this RFSO process:
  - Parsons Inc.
3. At any time prior to the solicitation closing date and time, PWGSC may amend the Ineligible Parties list in its sole and absolute discretion, including by adding a person or entity to said list where information indicates that such person or entity is in a situation of conflict of interest or unfair advantage or appearance thereof as described in GI27.
4. Prior to the solicitation closing date and time, an Ineligible Party's Affiliate may be allowed to participate in this RFSO, as an Offeror or otherwise, only after it has obtained a written consent from the Contracting Authority allowing it to participate as such. To obtain consent for an Ineligible Party's Affiliate to participate in this RFSO, the Offeror or the Ineligible Party's Affiliate wishing to participate in this RFSO as an Offeror or otherwise must submit a request for consent to the Contracting Authority that includes the following information:
  - a. the full legal name of the Ineligible Party's Affiliate;
  - b. If the request is for a person or entity other than the applicant, that person's or entity's written consent to request the determination on its behalf,
  - c. information regarding the Ineligible Party's Affiliate's relationship to the Ineligible Party;
  - d. a description of the Ineligible Party's Affiliate's contemplated participation in this RFSO and of the policies and procedures that have been and will be put in place to manage, mitigate or minimize the impact of any potential conflict of interest or unfair advantage; and
  - e. Other information deemed relevant to the situation by the applicant.Requests for consent are to be sent by email to the Contracting Authority not less than 10 calendar days prior to the solicitation closing date and time.
5. Upon the Contracting Authority's receipt of a properly completed request for consent, Canada will, in its sole discretion, make a determination as to whether it considers there to be a conflict of interest or unfair advantage or appearance thereof as described in GI27 and whether the impact

of such conflict of interest or unfair advantage has been or can be appropriately managed, mitigated or minimized by the policies and procedures identified in the request. The applicant will be notified of Canada's determination by means of a letter either setting out the nature of the consent and the management, mitigation or minimization measures required as a condition of consent or informing the applicant that Canada is denying the request and will proceed as contemplated in paragraph 7.

6. Applicants should be aware that Canada's determination contemplated in paragraph 5 will be based on the information provided to Canada in the request for consent and other information known by Canada at the time such determination is made. Should any information not provided to Canada in the request for consent or unknown to Canada at the time of the determination become known to Canada, Canada reserves the right to modify its determination and, if necessary, add persons or entities to the Ineligible Parties list, or reject a an offer. For the purpose of this section, information known by Canada means information known by the individual making the determination.
7. If, after a determination made pursuant to a request for consent, the Ineligible Party's Affiliate is considered to be in a situation of conflict of interest or unfair advantage or appearance thereof as described in GI27, the Ineligible Party's Affiliate will be added, by Canada, to the Ineligible Parties list by amendment. For greater clarity, paragraphs 1 and 8 applies to Ineligible Party's Affiliates and their participation in this RFSO whether or not they are identified in the Ineligible Parties list.
8. Except as provided in paragraph 5 above, any offer involving participation of an Ineligible Party or an Ineligible Party's Affiliate may be rejected by Canada.
9. For clarity, nothing in this GI28 shall restrict Canada's rights to reject an offer as contemplated in GI27 – CONFLICT OF INTEREST – UNFAIR ADVANTAGE.

## **GI 29 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 30 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 31 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.

## GI32 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



## **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.
4. The Consultant shall provide written notice to Canada of any Change of Control affecting the Consultant prior to its occurrence. Such notice shall be provided as soon as reasonably practicable and shall include sufficient information to allow Canada to assess the impact of the contemplated Change of Control on the Consultant. In addition to the foregoing, the Offeror shall also provide any other information related to the Change of Control requested by Canada, acting reasonably. Following the occurrence of a Change of Control affecting the Consultant, Canada may elect to set aside the Standing Offer.

### **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 an additional two (2) one (1) year option 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 \$1,500,000.00 (Applicable Taxes included). The Call-up limitation includes fees and all related disbursements.

### **SP 5 CALL-UP PROCEDURE**

1. Services will be called-up as follows:
  - a) The Departmental Representative will establish the scope of services to be performed for each individual Call-up.
  - b) The Consultant will be provided the scope of services and will submit an offer to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its offer (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
  - c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's offer 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:

(1)	Amount this invoice		Fees + Applicable Taxes = Total
(2)	Total previous invoices		Fees + Applicable Taxes = Total
(3)	Total invoiced to date	(1)+(2)=(3)	Fees + Applicable Taxes = Total
(4)	Agreed fees		Fees + Applicable Taxes = Total
(5)	Amount to complete	(4)-(3)=(5)	Fees + Applicable Taxes = Total
(6)	% Services completed this stage		Fees + Applicable Taxes = Total
  - 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;

**Call-up** means an order issued by an authorized user duly authorized to issue a Call-up against a particular standing offer. Issuance of a Call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the authorized user and the Offeror for the goods, services or both described in the Call-up;

**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;

**Change of Control** means, with respect to a person:

- a. any change in ownership, where the effect of such change is to result in control of the decisions made by or on behalf of such person subsequently being with a different entity or entities than prior to such change;
- b. any other change in respect of the power to elect a majority of the directors of the person or otherwise control the decisions made on behalf of such person; or
- c. any other change of direct or indirect power to generally direct or cause the direction of the management, actions or policies of such person.

but excludes any Change of Control, as defined in paragraphs a. to c., arising as a consequence of any bona fide open market transaction effected on a recognized public stock exchange;

**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*;

**Standing Offer** means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

**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.
4. Words importing persons, entities or parties are to be broadly interpreted and include an individual, corporation, limited liability company, joint stock company, firm, partnership, joint venture, trust, unincorporated organization, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.

## GC 3 NOT APPLICABLE

## GC 4 ASSIGNMENT

1. The Consultant shall not make any assignment of the Call-up, either in whole or in part, without the prior written consent of Canada. The Consultant shall provide written notice to Canada of any

assignment prior to its occurrence. Such notice shall be provided as soon as reasonably practicable and shall include sufficient information to allow Canada to assess the impact of the contemplated assignment on the Call-up. In addition to the foregoing, the Consultant shall also provide any other information related to the assignment requested by Canada, acting reasonably. For the purpose of this section, a Change of Control of the Consultant shall be deemed to constitute an assignment of the Call-up.

2. Assignment of the Call-up does not relieve the Consultant from any obligation under the Contract and it does not 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 represents and warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the award of the Standing Offer, entry into any Call-up or the or the administration of the Standing Offer or any Call-up.
2. The Consultant agrees not to influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest.
3. The Consultant represents and warrants that the Consultant has no interest, financial or otherwise, in the business of any third party that may cause a conflict of interest or appearance thereof. Prior to the acquisition of such an interest during the period of the Call-up or the Standing Offer, the Consultant undertakes to proceed as contemplated in subsection 5 below.
4. The Consultant represents and warrants that, to the best of its knowledge after making diligent inquiry, no conflict of interest or appearance thereof exists or is likely to arise in the performance of the Services.
5. In the event the Consultant becomes aware of any matter that causes or may cause a conflict of interest or appearance thereof, the Consultant shall immediately send a written notice to Canada explaining the situation in sufficient detail so as to allow Canada to assess it. Upon request, the Consultant shall provide any information required by Canada with respect to the situation.
6. If, following disclosure of information by the Consultant or as a result of any other information brought to Canada's attention, Canada is of the opinion that a conflict of interest or appearance thereof exists or may arise, Canada may, at its sole discretion:
  - a. require the Consultant to take steps to resolve or otherwise deal with the situation;
  - b. set aside the Standing Offer; and
  - c. terminate a Call-up, including for default.
7. 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 Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or any Call-up.
8. The Consultant represents and warrants that no individual, for whom the post-employment provisions of the Conflict of interest and Post-Employment Code for Public Office Holders or the Values and

Ethics Code for the Public Service apply, shall derive a direct benefit from the Standing Offer or any Call-up unless that individual is in compliance with the applicable post-employment provisions.

9. The Consultant will not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of services offered through the Standing Offer or any Call-up if the Consultant was involved in the development of a project brief, terms of reference, a request for proposal or similar documents for such project.
10. For the purpose of this section, except subsection 7, conflict of interest (or appearance thereof) means any matter, circumstance, interest, or activity affecting the Consultant, its parents, subsidiaries, affiliates, subconsultants and specialist consultants, or any of the foregoing's personnel which impairs or appears to impair the ability of the Consultant to perform the Services diligently and independently. For greater certainty, the following situations are deemed to constitute conflicts of interest:
  - a. acquisition by the Main Construction Manager of any interest in any entity listed in this paragraph 10;
  - b. provision of services in relation to the Project to the Main Construction Manager by any entity listed in this paragraph 10; and
  - c. acquisition, by any entity listed in this paragraph 10, of any interest in the Faro Mine Remediation Main Construction Management and Care & Maintenance Services (MCM/C&M) Contract (EZ113-210574).

#### **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-](https://www.international.gc.ca/world-monde/international_relations-)

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[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) (<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.

## **PART 5 - SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 COVID-19 VACCINATION REQUIREMENT CERTIFICATION COMPLIANCE**

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (Call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (Call-up).

### **SC2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT**

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

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## 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**

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1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
    - a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
    - b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
    - c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
    - d) plotting;
    - e) presentation material;
    - f) parking fees;
    - g) taxi charges;
    - h) travel time;
    - i) travel expenses; and
    - j) local project office.
  2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
    - a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
    - b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
    - c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
    - d) All costs associated with Indigenous Opportunities Consideration (IOC) as approved and authorized by the Departmental Representative at time of Call-up; and
    - e) other disbursements made with the prior approval and authorization of the Departmental Representative.

Solicitation No. - N° de l'invitation  
EZ897-221705/A  
Client Ref. No. - N° de réf. du client  
EZ897-221705

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

Buyer ID - Id de l'acheteur  
far007  
CCC No./N° CCC - FMS No./N° VME

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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

- 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*.

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## 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.

## PART 9 - 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 10).

#### 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 11).

#### 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)
Price Rating	X	10%	=	Price Score (Points)
<hr/>				<hr/>
Total Score				Max. 100 Points

### SRE 2 OFFER REQUIREMENTS

#### 2.1 Offer via Epost Connect service

This solicitation allows and encourages offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offer electronically.

If the Offeror chooses to submit its offer electronically through epost Connect service, Canada requests that the Offeror submits its offer in accordance with section GI11, 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.

#### 2.4 Requirement for Offer Format

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

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



## 2.5 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 thirty **(30)** pages.

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

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the offer, provided they are free of all other text and/or graphics
- Table of Contents
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions –Required Documentation
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Offer Form (Appendix B)

***Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the 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

Offeror shall be either be:

- (i) licensed, certified or otherwise authorized to provide engineering services and must include professional engineers licensed; or
- (ii) eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by territorial law in Yukon.

Offeror must indicate current license or how they intend to meet the territorial licensing requirements.

Prior to Contract award, the successful Offeror will be required to demonstrate that their professional engineering personnel are licensed or eligible to be licensed to practice in the Yukon, in adherence to the Engineering Professions Act of Yukon.

##### 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 Minimum score

Proponents must achieve a minimum score of 60 percent overall on rated requirements 3.2.1 to 3.2.5. Proposals not achieving this minimum score will be deemed not compliant and will not receive further consideration.

### 3.2 RATED REQUIREMENTS

Offers meeting the mandatory requirements will be evaluated in accordance with the following criteria. Offers will be assessed using the rating scales indicated below each criterion.

The following definitions will be used throughout:

Table 1. Definitions of Rating Levels

Rating Level	Description
<b>Poor</b>	<ul style="list-style-type: none"><li>• None or few elements present / demonstrated / described</li><li>• Details are lacking, leading to an unclear understanding of the elements</li><li>• The Offeror's experience and/or ability is not supported, unclear relevance</li><li>• Incorrect approach, methodology, or way to handle a problem, an obstacle and/or a situation. Unable to resolve a situation.</li></ul>
<b>Weak</b>	<ul style="list-style-type: none"><li>• Some elements present/demonstrated, minimally described</li><li>• Details are provided leading to a minimum understanding of the elements</li><li>• The Offeror's experience and/or ability is minimally supported, unclear relevance</li><li>• Inefficient approach, methodology, or way to handle a problem, an obstacle and/or a situation. The strategies used to resolve a situation were not carefully thought through.</li></ul>
<b>Adequate</b>	<ul style="list-style-type: none"><li>• Some elements present/demonstrated and described</li><li>• Details are provided leading to a satisfactory understanding of the elements</li><li>• The Offeror's experience and/or ability is somewhat supported and relevant</li><li>• Appropriate approach, methodology, or way to handle a problem, an obstacle and/or a situation. The strategies used to resolve a situation were not effective.</li></ul>
<b>Good</b>	<ul style="list-style-type: none"><li>• All elements present/demonstrated and well described</li><li>• Substantial details are provided demonstrating a solid understanding of the elements</li><li>• The Offeror's experience and/or ability is supported, relevant and thorough</li><li>• Effective approach, methodology, or way to handle a problem, an obstacle and/or a situation. The strategies used to resolve a situation were carefully thought through.</li></ul>
<b>Very Good</b>	<ul style="list-style-type: none"><li>• All elements present/demonstrated and very well described</li><li>• Substantial details are provided leading to a complete and thorough understanding of the elements</li><li>• The Offeror's experience and/or ability is very well supported, directly relevant and thorough</li><li>• Exceptional approach, methodology, or way to handle a problem, an obstacle and/or a situation. The strategies used to resolve a situation were carefully thought through, effective and efficient.</li></ul>

### 3.2.1 Comprehension of the Scope of Services

*What we are looking for and what the Offeror should provide:*

**R3.2.1.1** – Describe your understanding and approach to delivering the Required Services, RS 1 to RS 12 while working effectively and regularly with other stakeholders including but not limited to staff from PSPC, CIRNAC, the MCM Contractor and other Consultants to achieve the broader goal of the project at Faro Mine Complex.

Please note that separate contracts are described in Section 1.3.2 - Roles and Responsibilities of the Faro Mine Complex Project Team, in the Terms of Reference.

Pts Available	0	20%	40%	60%	80%	100%	Score
20	Submitted insufficient information or did not submit information that could be evaluated.	Offeror demonstrates a poor understanding and approach to effectively work with and support other stakeholders.	Offeror demonstrates a weak understanding and approach to effectively work with and support other stakeholders.	Offeror demonstrates an adequate understanding and approach to effectively work with and support other stakeholders.	Offeror demonstrates a good understanding and approach to effectively work with and support other stakeholders.	Offeror demonstrates a very good understanding and approach to effectively work with and support other stakeholders.	

### 3.2.2 Team Approach / Management of Services

*What we are looking for and what the Offeror should provide:*

**R3.2.2.1** – Describe your team organizational structure to deliver the Required Services under any Call-up, to perform the services in a cohesive and integrated manner and to ensure adequate capacity to fulfill all Required Services. This organizational structure should include:

1. The lead organization (Prime Consultant) and any partner organizations of the Offeror;
2. Supporting sub-contractors and/or in-house resources;
3. Defined roles of each organization in delivering the Required Services;
4. Size of team (corporate capacity) the Offeror could draw from to provide the Required Services,
5. Availability of capacity and contingency personnel (e.g. back-ups, surge capacity, etc.); and
6. Availability of in-house personnel with professional certification/designation appropriate to their roles.

Pts Available	0	20%	40%	60%	80%	100%	Score
10	Submitted insufficient information or did not submit information that could be evaluated.	Offeror demonstrates a poor understanding and approach to describing and organizing their team structure.	Offeror demonstrates a weak understanding and approach to describing and organizing their team structure.	Offeror demonstrates an adequate understanding and approach to describing and organizing their team structure.	Offeror demonstrates a good understanding and approach to describing and organizing their team structure.	Offeror demonstrates a very good understanding and approach to describing and organizing their team structure.	

**R3.2.2.2** - Describe the Offeror's team approach to effective risk management for the geotechnical hazards at Faro Mine Complex by highlighting 3 potential risks the Offeror foresees in the conduct of their work, based on the information provided in the Project Brief and incorporating the following elements:

1. Identification;
2. Analysis;
3. Mitigation;
4. Monitoring/management; and
5. Lessons learned / continual improvement.

Pts Available	0	20%	40%	60%	80%	100%	Score
10	Submitted insufficient information or did not submit information that could be evaluated or submitted information deemed inadequate.	Offeror demonstrates a poor approach to mitigate the identified potential risks.	Offeror demonstrates a weak approach to mitigate the identified potential risks.	Offeror demonstrates an adequate approach to mitigate the identified potential risks.	Offeror demonstrates a good approach to mitigate the identified potential risks.	Offeror demonstrates a very good approach to mitigate the identified potential risks.	

### 3.2.3 Project Experience

1. *What we are looking for:*

Demonstration that over the past ten (10) years, the Offeror has participated in a range of projects requiring services in accordance with or similar in nature to the Required Services (RS) described in the Terms of Reference.

2. *What the Offeror should provide:*

For each of the 3 sample projects, the Offeror should provide:

- Name of Project
- Date of start and end of Project: this is to confirm duration and time frame of project.
- Location / Nature of Site: describe the geographic, physical, climatic and functional characteristics of the site at which services were delivered.
- Size / Scale: refers to the size of the site at which the Project took place and the scale of the services delivered across that site.
- Services: Refers to all the services provided for that Project.
- Client references - name, address, phone and email of client contact at working level. Reference checks may be completed if deemed necessary.

3. The Offeror must possess the experience 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.

**R3.2.3.1 through R3.2.3.3** – This criteria will assess the scope and relevance of the Offeror's services, experience and performance delivering services similar in scope to the Required Services as demonstrated through the provision of three (3) Sample Projects.

Within each sample project, the Offeror should provide examples of how the Offeror demonstrated experience in the Required Services (listed in RS 1 through RS 12) in delivering geotechnical support and emergency services.

The following grid will be used to evaluate each of the 3 projects individually.

Pts Available	0	20%	40%	60%	80%	100%	Score
<b>5 per sample project 15 total</b>	Submitted insufficient information or did not submit information that could be evaluated or submitted information deemed inadequate.	Poor scope and relevance of Offeror services, experience and performance.	Weak scope and relevance of Offeror services, experience and performance.	Adequate scope and relevance of Offeror services, experience and performance.	Good scope and relevance of Offeror services, experience and performance.	Very good scope and relevance of Offeror services, experience and performance.	

### 3.2.4 Personnel Expertise and Experience

#### 1. What we are looking for:

A demonstration that the Consultant Team has the appropriate Personnel (in-house or sub-consultant as specified in the table below) with the capability and applicable certification for their respective field of expertise, capacity (provide the names of the back-up personnel) and expertise to provide services for the Categories of Personnel listed below.

Criterion and Category of Personnel	Requested Number of Personnel CVs in Proposal
3.2.4.1 Project Manager (in-house to Offeror)	1
3.2.4.2 Senior Dam Safety Engineer (in-house to Offeror)	1
3.2.4.3 Senior Rock Mechanics Engineer (in-house to Offeror)	1
3.2.4.4 Senior Hydrotechnical Engineer (in-house or sub-consultant)	1
3.2.4.5 Senior Hydrogeologist / Senior Hydrogeological Engineer (in-house or sub-consultant)	1

#### 2. What the Offeror should provide:

- a) Provide Names for each Personnel function.
- b) Submit one (1) CV for each Category of Personnel listed above, demonstrating how each individual meets the Minimum and Asset Experience listed for their Resource Category (as set out in the Qualifications Framework in Appendix 1 of the Project Brief/Terms of Reference) and has significant experience in the provision of the Required Services (as set out in the Terms of Reference, Section 3 – Required Services). CVs for back-up personnel are not required.
- c) In each CV, describe the experience and performance of the five Personnel members proposed to be assigned to this Work. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. Please note that the experience and performance of the individual does not have to have been acquired at the employ of the Offeror. Please also include information such as:
  - a. Education
  - b. Professional Designation(s)
  - c. Years of Experience in the provision of the services specified in the Required Services (RS) section
  - d. Involvement in the projects listed in Section 3.2.3, if applicable; and
  - e. Identify the number of years with the firm.

**R3.2.4.1 through R3.2.4.5** For each Personnel position, in addition to providing their C.V., please describe two (2) projects this individual worked on in a similar capacity to their proposed category and specialization and identify their role in each project. Provide a list of any other personnel the individual has worked with in the past, indicating the name of the project and the time frame in which the individual worked with the other Personnel. Information in both the CVs and experience on those 2 projects will be assessed for the purpose of these criteria.

The Personnel will be evaluated against each of the following criteria:

1. Whether they meet the minimum qualifications stated in the Qualifications Framework in Appendix 1 of the Project Brief / Terms of Reference.
2. Whether they meet the at least one of the asset qualifications stated in the Qualifications Framework in Appendix 1 of the Project Brief / Terms of Reference.
3. Whether at least one of the two projects included the delivery of geotechnical support and emergency services as outlined in RS 1 through RS 12.
4. Whether they have worked with at least one other Key Personnel before.
5. Whether they have worked on one of the three sample projects provided in SRE 3.2.3.

The following grid will be used to evaluate each of the CV.

Pts Available	0	20%	40%	60%	80%	100%	Score
<b>5 per CV</b> <b>25 total</b>	The individual proposed does not meet Criterion #1.	The individual proposed meets Criterion # 1.	The individual proposed meets Criterion # 1 above, plus one (1) additional criterion (#2 through #5) above.	The individual proposed meets Criterion # 1 above, plus two (2) additional criteria (#2 through #5) above.	The individual proposed meets Criterion # 1 above, plus three (3) additional criteria (#2 through #5) above.	The individual proposed meets all criteria (#1 through #5) above.	



### 3.2.5 Hypothetical Project - Design Philosophy / Approach / Methodology

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.

2. *What the Offeror should provide for the hypothetical project :*

- description of the approach and methodology that you would employ to solve the problem;
- 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;
- appropriateness of assigned resources;
- level of effort;
- project management approach to working with PSPC and CIRNAC (understanding of standing offer process, working with the government in general);
- problem-solving methodology (client involvement, PSPC involvement, creative approaches to solving problems).

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.

**R3.2.5.1**– The Offeror should provide the following information (same as listed above):

- description of the approach and methodology that you would employ to solve the problem;
- 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;
- appropriateness of assigned resources;
- level of effort but calculation of a fee for the provision of these services is not required.
- project management approach to working with PSPC and CIRNAC (understanding of standing offer process, working with the government in general);
- problem-solving methodology (client involvement, PSPC involvement, creative approaches to solving problems).

Pts Available	0	20%	40%	60%	80%	100%	Score
20	Submitted insufficient information or did not submit information that could be evaluated or submitted information deemed inadequate.	Offeror demonstrates a poor approach to problem solving and in allocating appropriate resources to a specific task.	Offeror demonstrates a weak approach to problem solving and in allocating appropriate resources to a specific task.	Offeror demonstrates an adequate approach to problem solving and in allocating appropriate resources to a specific task.	Offeror demonstrates a good approach to problem solving and in allocating appropriate resources to a specific task.	Offeror demonstrates a very good approach to problem solving and in allocating appropriate resources to a specific task.	

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## **HYPOTHETICAL PROJECT**

### **Scenario**

The Environmental Monitoring Services consultant regularly collects samples from three piezometers located along an earthen dam at the Faro Mine Site. This dam was classified as Significant in the most recent Dam Safety Review (DSR) completed two years ago. It was inspected last summer by your team and at the time there were no major concerns or new developments.

It is May and the piezometer levels recorded (and submitted to Canada and the Geotechnical Monitoring Consultant regularly for information and review) have trended upwards, as is expected at this time of year due to snowmelt. However, the most recent set of piezometer levels, taken four days ago, show abnormally high water levels in two of the piezometers and more than expected levels in the third piezometer. Standing water levels upstream of the dam are also rising, and at current trends could rise beyond maximum recommended operating levels within 30 days. There is still significant snowpack in upstream watersheds and it is anticipated that water levels will continue to rise for several more weeks.

Upon seeing these results, representatives from PSPC and CIRNAC have called you, as the EOR for the dams, to provide advice regarding next steps on investigating these readings. Please detail the recommendations for a sequence of next steps you would provide to Canada and the work program you would propose to address this situation. Please speculate on the results of the next steps and what subsequent steps may be required.

In 5 pages or less (included in the 30 page count as outlined in 2.5 Specific Requirements for Offer Format), outline a work plan for delivery under the SOA, including details on the proposed sequence of work to get from review of existing conditions to completed tender documents.

Identify the major items to be evaluated and any key issues that may arise. Identify any assumptions made. Identify key deliverables, required decision points if any, key work breakdown structure tasks, and key parties involved both in the Offeror's organization and external to the Offeror.

### 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 an Evaluation Board in accordance with the following to establish Technical Ratings:

Total Technical Score	
Technical Point-Rated Criterion	Total Points Available
Comprehension of the Scope of Services	_____ of 20 points
Team Approach / Management of Services	_____ of 20 points
Project Experience	_____ of 15 points
Personnel Experience	_____ of 25 points
Hypothetical Project	_____ of 20 points
<b>Total Technical Score</b>	<b>_____ of 100 points</b>

To be considered further, Offerors **must** achieve a minimum weighted score of sixty (60) out of the hundred (100) points available for the rated technical criteria as specified above.

**No further consideration will be given to Offerors not achieving the pass mark of sixty (60) points.**

### SRE 4 PRICE OF SERVICES

All Section II: Price Proposal attachments corresponding to responsive proposals which have achieved the pass mark are opened upon completion of the technical evaluation (SRE 3).

When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when only one or two responsive proposals are received.

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

The remaining price proposals are rated as follows:

As set out in the Instructions of Appendix C-Price Proposal Form for evaluation purposes only, the hourly rates for each Category of Personnel will be multiplied by the weight factor (A) in the applicable table, to arrive at a weighted hourly rate for each Category (A x B).

Within each table (Tables 1.0 – 2.0), the weighted hourly rates for all Categories will be summed to arrive at a Total weighted hourly rate for each table.

The Totals from all of the Personnel Rates tables (Tables 1.0 – 2.0) will carry forward to the Calculation for Evaluation.

Within Table 5.0, the weighted Totals will be summed to arrive at an overall Total for Evaluation Purposes.

- A. The lowest Total for Evaluation Purposes receives a Proponent's Total for Evaluation Purposes of 100 points
- B. All other Price Proposals will receive a pro-rated Price Rating based on the percentage difference between the Proponent's submitted Total for Evaluation Purposes and the lowest Total for Evaluation Purposes, using the following formula:

Proponent's Total for Evaluation Purposes = (Lowest Total for Evaluation Purposes / Proponent's Total for Evaluation Purposes) x 100

The Proponent's Total for Evaluation Purposes will be multiplied by 10 percent to establish the Proponent's 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
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offeror submitting the highest ranked offer 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. Canada reserves the right to issue up to one (1) Standing Offer.

## 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 11).

- ☐ 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**.
- ☐ 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

Solicitation No. - N° de l'invitation  
EZ897-221705/A  
Client Ref. No. - N° de réf. du client  
EZ897-221705

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

Buyer ID - Id de l'acheteur  
far007  
CCC No./N° CCC - FMS No./N° VME

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## APPENDIX A - DECLARATION/CERTIFICATIONS FORM

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### Declaration / Certifications Form (page 1 of 6)

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**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:**

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**Type of Organization**

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Corporation

\_\_\_ Joint Venture

**Size of Organization**

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

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

Prof. Engineers:

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

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

Other \_\_\_\_\_

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## Declaration / Certifications Form (page 2 of 6)

### 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 6)

### 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

### **Declaration / Certifications Form (page 4 of 6)**

published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

#### **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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**Declaration / Certifications Form (page 5 of 6)**

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**Name of Offeror:**

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

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the 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.

The above declaration/certifications should be completed and submitted with the offer, but may be submitted afterwards as follows: if any of these required declaration/certifications are 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 declaration/certifications within the time frame provided will render the offer non-responsive.

**Declaration / Certifications Form (page 6 of 6)**  
**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on Call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 ;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting Call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or Call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and Call-up (contract).

Signature: \_\_\_\_\_

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

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

## **APPENDIX B - PRICE OFFER FORM**

### **INSTRUCTIONS**

1. 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 for each of the positions listed, the following requirement must be strictly adhered to: Offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. For the categories where a Senior, Intermediate and/or Junior Personnel is requested, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your offer non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Offeror's office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C are added for evaluation purposes.

## APPENDIX B - PRICE OFFER

Name of Offeror: \_\_\_\_\_

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

### 1) Year 1 through Year 3

Please complete the table below. These prices will be firm for year 1, year 2, and year 3.

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Principal/Director	5	\$	\$
Subject Matter Expert	5	\$	\$
Project Manager	10	\$	\$
Senior Dam Safety Engineer	6	\$	\$
Senior Rock Mechanics Engineer	6	\$	\$
Senior Hydrotechnical Engineer	6	\$	\$
Senior Hydrogeologist	6	\$	\$
Other Senior Engineer / Scientist Personnel	6	\$	\$
Intermediate Engineer / Scientist Personnel	10	\$	\$
Senior Technician	10	\$	\$
Junior Engineer / Scientist Personnel	10	\$	\$
Intermediate Technician	10	\$	\$
Junior Technician	5	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

## 2) Optional Years

Please complete the table below. These prices will be firm for the two (2) one (1) Year option periods.

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Principal/Director	5	\$	\$
Subject Matter Expert	5	\$	\$
Project Manager	10	\$	\$
Senior Dam Safety Engineer	6	\$	\$
Senior Rock Mechanics Engineer	6	\$	\$
Senior Hydrotechnical Engineer	6	\$	\$
Senior Hydrogeologist	6	\$	\$
Other Senior Engineer / Scientist Personnel	6	\$	\$
Intermediate Engineer / Scientist Personnel	10	\$	\$
Senior Technician	10	\$	\$
Junior Engineer / Scientist Personnel	10	\$	\$
Intermediate Technician	10	\$	\$
Junior Technician	5	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

### Calculation for Evaluation

	<b><u>Totals</u></b>
1) Year 1 through Year 3	\$ _____
2) Optional Years (two one year options)	\$ _____
<b>Total for Evaluation Purposes</b>	<b>\$ _____</b>

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

**END OF PRICE OFFER FORM**

Solicitation No. - N° de l'invitation  
EZ897-221705/A  
Client Ref. No. - N° de réf. du client  
EZ897-221705

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

Buyer ID - Id de l'acheteur  
far007  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX C – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**

**(BOUND SEPARATELY)**



Solicitation No. - N° de l'invitation  
EZ897-221705/A  
Client Ref. No. - N° de réf. du client  
EZ897-221705

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

Buyer ID - Id de l'acheteur  
far007  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX D – PROJECT BRIEF/TERMS OF REFERENCE**

**(BOUND SEPARATELY)**