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Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRES À COMMANDES (DOC)**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

<b>Title – Sujet</b> Civil / Marine Engineering Services in Nunavut		<b>Date</b> July 26, 2022
<b>Solicitation No. – N° de l'invitation</b> 30002526		
<b>Client Reference No. - No. de référence du client</b> 30002526		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 14 :00 AST (Atlantic Standard Time)</b> <b>On / le : September 8, 2022</b>		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> <u>Nunavut</u>		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> <b>Email – courriel:</b> Kimberly Walker <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



## REQUEST FOR STANDING OFFER (RFSO)

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## SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

### SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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 a proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### SI 3 SECURITY REQUIREMENTS

There are no security requirements associated with this Standing Offer.

### SI 4 INUIT BENEFITS PLAN (IBP) Nunavut Agreement

This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (the Nunavut Agreement).

See Appendix E for details on the Inuit Benefits Plan (IBP) Nunavut Agreement.



## **GENERAL INSTRUCTIONS TO PROPONENTS (GI)**

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## GENERAL INSTRUCTIONS TO PROPONENTS

### GI 1 DEFINITION

In this Request for Standing Offers (RFSO), the following words or phrases have the corresponding meaning.

**"Applicable Taxes":**

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

**"Consultant Team":**

The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

**"Key Personnel":**

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

**"Price Rating":**

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

**"Proponent":**

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

**"DFO Evaluation Board":**

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

**"Technical Rating":**

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

### GI 2 INTRODUCTION

1. Fisheries and Oceans Canada (DFO) – Small Craft Harbours (SCH) Branch is inviting consulting firms with Marine Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document for marine projects in Nunavut including but not limited to the following:

Small Craft Harbour facilities

Shore protection and breakwaters

Dredging

Timber cribwork

Steel sheet piling

Reinforced concrete support structures (e.g. pile caps, beams, fascia and retaining walls, wharf decks)

Timber or steel pilework

2. Proponents shall be licensed or eligible to be licensed to practice in the territory of Nunavut. Firms should be able to demonstrate successful delivery of these services for projects in the Canadian Arctic over the last ten (10) years and for a range of projects noted above 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 DFO's intention to award one (1) Standing Offer for a period from standing offer award through to March 31, 2027. The total dollar value of the Standing Offer is estimated to be \$10,000,000.00 (HST/GST Included). Individual call-ups will vary, up to a maximum of \$350,000.00 (HST/GST included) under exceptional circumstances. Proponents should note that there is no guarantee that the full or any amount of the Standing Offer will be called-up; DFO will award call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

### **GI 3 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE**

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

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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. (name to be provided at contract award)
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

### **GI 4 QUANTITY**

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

### **GI 5 DFO OBLIGATION**

A Request for Standing Offer does not commit DFO to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. DFO reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

### **GI 6 RESPONSIVE PROPOSALS**



To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

#### **GI 7 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 [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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 proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

#### **GI 8 OVERVIEW OF SELECTION PROCESS**

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by proponents through the GETS;
  - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-envelope or email attachments" procedure, in which proponents submit the "technical" component of their proposal in one envelope or email attachments and the proposed price of the services (price proposal) in a second envelope or email attachments as further described in GI 10.3 below;
  - c) responsive proposals are reviewed, evaluated and rated by a DFO Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
  - d) DFO may issue a standing offer to the successful proponents;
  - e) Proponents are notified of the results within one week after DFO has entered into a standing offer arrangement with the successful proponents.



## **GI 9 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;
  - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal or in the subject line of the email; and
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes or emails in accordance with the instructions contained in the proposal document. Both envelopes or emails shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Fisheries and Oceans Canada (DFO) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

## **GI 10 ELECTRONICALLY TRANSMITTED PROPOSALS**

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple



emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

#### **GI 11 EVALUATION OF PRICE**

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

#### **GI 12 LIMITATION OF SUBMISSIONS**

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **GI 13 LICENSING REQUIREMENTS**

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial/territorial law in the province/territory of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that DFO reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.



#### **GI 14 REJECTION OF PROPOSAL**

1. Canada may reject a proposal where any of the following circumstances is present:
  - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
  - (c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - (f) with respect to current or prior transactions with the Government of Canada,
  - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

#### **GI 15 NOT APPLICABLE**

#### **GI 16 INSURANCE REQUIREMENTS**

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.



## **GI 17 JOINT VENTURE**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the Procurement Business Number of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- (d) the name of the joint venture, if applicable.

2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.

3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

## **GI 18 LATE SUBMISSIONS**

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

## **GI 19 LEGAL CAPACITY**

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

## **GI 20 DEBRIEFING**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing or by telephone.

## **GI 21 FINANCIAL CAPABILITY**

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in



business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

(b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

(c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:

(i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

(ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.

(e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Fisheries and Oceans Canada (DFO), is provided with the required information.

4. Financial Information Already Provided to DFO: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at DFO with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

(a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

(b) the Proponent authorizes the use of the information for this requirement.

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

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.

6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).



7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

## **GI 22 REVISION OF PROPOSAL**

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

## **GI 23 PERFORMANCE EVALUATION**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form FP-5135-E (2011-12) Contractor Performance Evaluation Report Form (Attached in Appendix F) is used to record the performance.

## **GI 24 PROPOSAL COSTS**

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

## **GI 25 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

1. In order to protect the integrity of the procurement process, proponents are advised that Canada may reject a proposal in the following circumstances:

(a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

(b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.

2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be



in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **GI 26    LIMITATION OF LIABILITY**

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

#### **GI 27    STATUS AND AVAILABILITY OF RESOURCES**

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Proponent is unable to provide the services of an individual named in its proposal, the Proponent may propose a substitute with at least the same qualifications and experience. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

#### **GI 28    CODE OF CONDUCT FOR PROCUREMENT – PROPOSAL**

1.        Proponents must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, proponents must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the contract.
  
2.        Proponents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Proponent made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Proponent will be required to diligently maintain up-to-date the information herein requested. The Proponent and any of the Proponent's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
  
3.        For the purpose of this section, business concerns, organizations and individuals are Proponent's affiliates if:
  - a.            directly or indirectly either one controls or has the power to control the other, or
  - b.            a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case



may be.

4. Proponent must submit the following as part of their proposal:
  - a. a complete list of names of all individuals who are currently directors of the Proponent;
5. By submitting a proposal, the Proponent certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
6. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer arising from this RFISO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against *Her Majesty* or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
  - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
  - d. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
  - e. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
  - f. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
  - g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code* of Canada or offences under the *Financial Administration Act*, the Proponent must provide with its proposal a certified copy of confirming documentation from an official source.



**STANDING OFFER PARTICULARS (SP)**

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



## STANDING OFFER PARTICULARS

### SP 1 GENERAL

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

### SP 2 WITHDRAWAL/REVISION

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

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

### SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be commencing from Standing Offer award through to March 31 2027.

### SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of [\$350,000.00] (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.



- b) The Consultant will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be established by the Departmental Representative and will be based on the size and complexity of the project. Should the Consultant fail to meet the proposal submission deadline, Canada reserves the right not to further consider the Consultant for the call-up.
  - c) The Consultant will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.
  - 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) DFO project number;
  - b) Invoicing period with dates;
  - c) Work done to justify invoice (short narrative) for services provided
  - d) Summary of costs as follows:
 

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



## **TERMS AND CONDITIONS**

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



**0220DA GENERAL CONDITIONS**

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



## GC 1 Definitions

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

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

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

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

**Canada, Crown, Her Majesty or the Government**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

## GC 2 Interpretations

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



### **GC 3 Not Applicable**

### **GC 4 Assignment**

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

### **GC 5 Indemnification**

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

### **GC 6 Notices**

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

### **GC 7 Suspension**

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



(b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.

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

#### **GC 8 Termination**

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

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

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
  - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
  - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed



upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 10.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.
5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

#### **GC 11 National or Departmental Security**

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
  - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

#### **GC 12 Rights to Intellectual Property**

1. Definitions

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

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

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial



design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

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

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

## 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

## 3. IP Rights Vest with *Consultant*

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

## 4. Ownership Rights in Deliverables

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

## 5. Licence to Foreground



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

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

#### 6. Licence to Foreground for Other Projects

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

#### 7. Licence to Background

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

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



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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

- (a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.
- (b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights



- (a) If Canada takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, Canada may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arms length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- (b) In the event of the issuance by Canada of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the *Consultant* shall, at *Canada's* expense, afford Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons,



the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.

5. (a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
- (b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

#### **GC 14 Status of Consultant**

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

#### **GC 15 Declaration by Consultant**

The *Consultant* declares that:

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



## **GC 16 Insurance Requirements**

1. General
  - a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
  - b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
  - c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
  - d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.
2. Commercial General Liability
  - a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
  - b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the Services.
3. Professional Liability
  - a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
  - b) 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 subconsultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## GC 22 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.



### GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the *Consultant*'s proposal as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
  - (a) the reason for the inability of the entity or person to perform the *Services*;
  - (b) the name, qualifications and experience of the proposed replacement entity or person, and
  - (c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The *Departmental Representative*, with the authority of *Canada*, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1. and 2., secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the *Consultant*'s responsibility to meet all the *Consultant*'s obligations in the performance of the *Services*.

### GC 24 Joint and Several Liability

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

### GC 25 Not Applicable

### GC 26 International Sanctions

1. Persons in *Canada*, and *Canadians* outside of *Canada*, are bound by economic sanctions imposed by *Canada*. As a result, the Government of *Canada* cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).
2. The *Consultant* must not supply to the Government of *Canada* any goods or services which are subject to economic sanctions.



3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

#### **GC 27 Not Applicable**

#### **GC 28 Codes of Conduct and Certifications - Standing Offer and Contract**

1. The Consultant agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Consultant must also comply with the terms set out in this section.
2. The Consultant further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. If the Consultant made a false declaration in its proposal, fails to diligently maintain up to date the information herein requested, or if the Consultant or any of the Consultant's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer, such false declaration or failure to comply may result in Canada setting aside the Standing Offer and terminating for default any call-ups against the Standing Offer. Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant.
3. For the purpose of this section, business concerns, organizations and individuals are Consultant's affiliates if:
  - a) directly or indirectly either one controls or has the power to control the other, or
  - b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Standing Offer, the Consultant must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Consultant.
5. The Consultant certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Consultant, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Consultant certifies that neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.



7. The Consultant certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Consultant nor any of the Consultant's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
- a) section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
  - b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
  - c) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
  - d) section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
  - e) section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
  - f) section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
  - g) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code* of Canada or offences under the *Financial Administration Act*, the Consultant must provide a certified copy of confirming documentation from an official source.



## **0000DA SUPPLEMENTARY CONDITIONS**

### **SC 1 Supplementary Conditions**

There are no supplementary conditions.



## 9998DA TERMS OF PAYMENT

### TP 1 Fees

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

### TP 2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
  - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
  - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
  - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) *days* after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) *days* after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non-payment to the *Sub-Consultant*, the *Departmental Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.



### TP 3 Delayed Payment

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

### TP 4 Claims Against, and Obligations of, the Consultant

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



6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

#### **TP 5 No Payment for Errors and Omissions**

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

#### **TP 6 Payment for Changes and Revisions**

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

#### **TP 7 Extension of Time**

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services* required for such extended period of the contract administration shall be subject to review and equitable adjustment by *Canada*.

#### **TP 8 Suspension Costs**

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

#### **TP 9 Termination Costs**



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

#### TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following 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* specified in the Standing Offer and Project Brief;
  - (b) transportation costs for material samples and models, courier and delivery charges; for deliverables specified in the Standing Offer Brief;
  - (c) Travel and Living Expenses: Firms are advised that any travel-related expenses associated with the delivery of services will be calculated from the consultant's office to the project site. Travel-related expenses will be paid (with prior approval of the *Departmental Representative*) in accordance with current accordance with current Treasury Board Policy, which may be viewed <https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.htm>
  - (d) Additional services' disbursements as authorized by the *Departmental Representative*, including Sub-Consultants and Specialists, required in support of the requested services under a call-up and which cannot be covered under the fixed hourly rate established under the Standing Offer such as diving inspections, drilling/coring contractor, barge rental, aerial photography, material and/or in-situ testing services etc. The cost for these services shall be administered as follows;
    - i) Unless otherwise authorized by the *Departmental Representative* the above mentioned disbursements shall be obtained through competitive bidding with a minimum of two (2) quotes. Copies of all quotes shall be submitted together with the *Consultant* proposal for the call-up; or
    - ii) The disbursements shall be evaluated such that, in the event that competitive quotes are not obtained, the *Consultant* shall submit copies of invoices from other projects to help demonstrate the quote to be a fair, reasonable and competitive price.
  - (e) other disbursements made with the prior approval of the *Departmental Representative*.
2. The following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;



- (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
  - (b) Plotting;
  - (c) Presentation material;
  - (d) Travel time;
  - (e) Local project office.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.



## 9999DA CONSULTANT SERVICES

### CS 1 Services

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

### CS 2 Standard of Care

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

### CS 3 Time Schedule

The *Consultant* shall:

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

### CS 4 Project Information, Decisions, Acceptances, Approvals

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

### CS 5 Changes in Services

The *Consultant* shall:

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

### CS 6 Codes, By-Laws, Licences, Permits

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



## CS 7 Provision of Staff

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

## CS 8 Sub-Consultants

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

## CS 9 Cost Control

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

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



3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.



## 2000DA            CALCULATION OF FEES

### CF 1    Fee Arrangement(s) for Services

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

### CF 2    Payments for Services

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



## **STANDING OFFER BRIEF**

Agreement Description (AD)  
Agreement Administration (AA)  
Required Services (RS)



## **AGREEMENT DESCRIPTION (AD)**

### **AD 1 Introduction**

- AD 1.1 General Objectives
- AD 1.2 Consultant Team

### **AD 1 INTRODUCTION**

#### **AD 1.1 GENERAL OBJECTIVES**

The services rendered by the Consultant will be in support of DFO Civil/Marine Engineering Services for marine structures, dredging and shoreline protection in Nunavut. Individual commissions will provide support to Government of Canada (GC) Departments and Agencies and may include one or more of the Required Services listed in RS 2 related to the Civil/Marine engineering. Firms will provide expertise in most, if not all, of the Required Services listed in RS 2.

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

#### **AD 1.2 CONSULTANT TEAM**

1. The consultant team for this Standing Offer must be capable of providing marine engineering services to carry out inspections, investigations, monitoring and analyses of marine works of all materials (concrete, steel, wood, stone, etc.) including all components such as approaches, embankments, abutments, wing walls, slopes, retaining walls, slabs, decks, superstructures, substructures, barriers, railings, curbs, mooring system, berthing system etc. The consultant team must be capable of providing regulatory and permitting services for marine infrastructure and dredging projects. The consultant Team must be capable of developing tender documents for the design of new and/or repair/rehabilitation of existing marine works including but not limited to the following:
  - Small Craft Harbour facilities
  - Shore protection and breakwaters
  - Dredging
  - Timber cribwork
  - Steel sheet piling
  - Reinforced concrete support structures (e.g. pile caps, beams, fascia and retaining walls, wharf decks)
  - Timber or steel pilework
2. The consultant team may be augmented/supported by other specialties or services as required by the work under the individual Call-Ups, and as agreed to by the Departmental Representative.



Example of specialty services are:

- Bathymetry (sounding) surveys
- In-water and diving inspections
- Geotechnical sampling
- Heritage recording services (Archaeological Assessments)
- Peer review of consultant work
- Topographical surveys
- Marine plumbing installations
- Marine lighting and electrical
- Consultation and Traditional Knowledge Gathering Services
- Orthoimagery and Digital Elevation Models
- Fish and Fish Habitat Assessments
- Disposal at Sea Assessments
- Water Quality Sampling and Analysis
- Acoustic Monitoring and Analysis
- Wildlife/Marine Mammal Observer



## **AGREEMENT ADMINISTRATION (AA)**

### **AA 1 General Information**

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

### **AA 2 Functional Requirements**

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

## **AA 1 GENERAL INFORMATION**

### **AA 1.1 ROLES AND RESPONSIBILITIES**

#### **AA 1.1.1 DEPARTMENTAL REPRESENTATIVE**

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

#### **AA 1.1.2 CONSULTANT**

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination, and reporting of the activities by the Consultant Team as set out in this document.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department and incorporating those needs into the required project deliverables.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.
5. Upon execution of the Consultant Call-Up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall coordinate project requirements with any other adjacent and site-related works that may be underway.



#### AA 1.1.2.1 GENERAL INSTRUCTIONS

For any of the Required Services listed in RS2, the Consultant shall:

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

#### AA 1.2 COORDINATION WITH DEPARTMENTAL REPRESENTATIVE

The Consultant shall:

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

#### AA 1.3 HEALTH AND SAFETY

1. DFO recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. It also recognizes that federal occupational health and safety legislation places certain specific responsibilities upon DFO as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, DFO insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

#### AA 1.4 PROJECT RESPONSE TIME REQUIREMENTS

1. The Consultant shall respond to a request for Proposal for a Call-Up by the proposal submission deadline, as determined by the Departmental Representative. The proposal submission deadline will be established based on the size and complexity of project. Canada reserves the right to contract separately with other firms/consultants should the Consultant fail to meet the submission deadline in a timely manner.



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

## **AA 1.5 OFFICIAL LANGUAGES**

This Standing Offer requires services in the English language.

## **AA 2 FUNCTIONAL REQUIREMENTS**

### **AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS**

1. The standards, codes and regulations to be used for the design and construction of marine works shall be the latest edition of the following (including all amendments, supplements and revisions thereto):
  - (a) CAN/CSA-S6 Canadian Highway Bridge Design Code;
  - (b) Guidelines Inspection and Maintenance Marine Facilities;
  - (c) Canada and Provincial Occupational Health and Safety Regulations;
  - (d) National Building Code of Canada;
  - (e) Federal and Provincial Environmental Regulations;
  - (f) CAN/CSA-A23.3: Design of Concrete Structures;
  - (g) CAN/CSA-S16: Limit States Design of Steel Structures;
  - (h) CSA-086: Engineering Design in Wood
  - (i) Canada Labour Code, Part II Occupational Health and Safety (including latest revisions of all regulations);
  - (j) Provincial and Municipal Traffic Acts and Regulations;
  - (k) Navigable Waters Protection Act.
  - (l) Canadian Electrical Code
  - (m) Harbour Accommodations Guidelines
2. Unless otherwise directed, consultant shall comply with Appendix “D” – “Doing Business” document. 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, licenses and permits required for the project may be applied for and obtained.
3. The Consultant has the option of consulting other design codes and is expected to utilize new developments in Civil / Marine engineering whenever they appear appropriate in accordance with proper engineering practice but must provide documented evidence of suitability satisfactory to the Departmental Representative.

### **AA 2.2 PROJECT DELIVERY APPROACH**

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

### **AA 2.3 MEDIA**

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



**AA 2.4 GENERAL PROJECT DELIVERABLE**

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer.
2. All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the “Doing Business”, Appendix D to the Standing Offer.
3. Unless otherwise indicated in the Call-Up or in the Standing Offer, provide two (2) copies of all deliverables plus one electronic version in a format using DFO operational platforms such as: Microsoft Office, AutoCAD 2022 and NMS. In addition, provide PDF electronic copy of all final reports and contract documents. All submissions and electronic documents shall be stamped by a **Professional Engineer (P.ENG)**, where applicable.

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

Reports (Investigations, and Studies)	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1
Design Concept Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1
Design Development Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1
Construction Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:				
33% complete	2	1	1	1
66% complete	2	1	1	1
99% complete	2	1	1	1
100% complete	2	1	1	1
Tender Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:				
Drawings	2	1	1	1
Specifications	2	1	1	1
Record Documents	2	1	1	1

The schedule for the delivery of services will be determined at the time of each individual Call-up.



#### **AA 2.5 ACCEPTANCE OF PROJECT DELIVERABLES**

1. While DFO acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles DFO to review work. DFO reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.
2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. DFO acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost
5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement DFO acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.



## **REQUIRED SERVICES (RS)**

### **RS 1 Introduction**

### **RS 2 Scope of Services**

- RS 2.1 Required Services
  - RS 2.1.1 Analysis of Project Scope of Work
  - RS 2.1.2 Investigations, Studies and Reports
  - RS 2.1.3 Design Concept
  - RS 2.1.4 Design Development
  - RS 2.1.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
  - RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award
  - RS 2.1.7 Construction and Contract Administration
  - RS 2.1.8 Resident Site Services During Construction
  - RS 2.1.9 Post Construction Services
  - RS 2.1.10 Additional Services
  - RS 2.1.11 Sub-Consultant/Specialist Coordination
  - RS 2.1.12 Regulatory and Permitting Services



## **REQUIRED SERVICES (RS)**

### **RS 1 INTRODUCTION**

1. Call-Ups may include any or all of the following services. Specific services will be identified in each call-up:
  - (a) Analysis of Project Scope of Work
  - (b) Investigations, Studies and Reports
  - (c) Design Concept
  - (d) Design Development
  - (e) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
  - (f) Tender Call, Bid Evaluation and Construction Contract Award
  - (g) Construction and Contract Administration
  - (h) Resident Site Services During Construction
  - (i) Post Construction Services
  - (j) Additional Services
  - (k) Sub-Consultant/Specialist Coordination
  - (l) Regulatory and Permitting Services

### **RS 2 SCOPE OF SERVICES**

#### **RS 2.1 Required Services**

##### **RS 2.1.1 Analysis of Project Scope of Work**

1. The Consultant shall analyze the Project Brief and advise the Departmental Representative of any noted problems or the need for more information, clarification or direction.
2. Visit the site to perform surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.
3. Subject to applicable security restrictions, the Consultant will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Departmental Representative on termination of the contract.

##### **RS 2.1.2 Investigations, Studies and Reports**

1. The Consultant shall perform inspection and /or investigations and provide reports as required by the Departmental Representative. Activities may include, but are not limited to the following:
  - (a) Code and regulatory compliance assessments;
  - (b) Load Evaluation Assessment;
  - (c) Feasibility and Investment Analysis Report;
  - (d) Instrumentation and monitoring work.
  - (e) geotechnical and material investigations;
  - (f) river hydraulic assessments;
  - (g) diving inspections;
  - (h) marine traffic safety and volume assessments;
  - (i) bathymetry and topographic surveys;
  - (j) Orthoimagery and Digital Elevation Models



2. Inspection and investigation work shall be carried in accordance with the current DFO Guidelines Inspection and Maintenance of Marine Facilities, and the current Canadian Highway Bridge Design Code (CHBDC) as required, and shall be carried out by an experienced and qualified marine engineer.
3. The Departmental Representative may have the geotechnical field work carried out under a separate contract. The Consultant may be required to prepare the Terms of Reference / Scope of Work for the geotechnical field work and coordinate/manage the work of the other contract.

### **RS 2.1.3 Design Concept**

The Consultant shall:

- (a) submit to the Departmental Representative, design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements;
  - all design issues beyond the marine works themselves may need to be considered such as environmental, electrical, mechanical, hydraulic, signage, lighting, etc.
  - conceptual design needs to also consider issues such as construction approach, methodology, and constructability. Issues such as land ownership restrictions and continued usage of site, pedestrian and vehicular traffic detours, staging areas, etc. are to be considered.
- (b) submit a preliminary Construction Cost Estimate, Cost Plan, Preliminary Project Risk Management Plan and Project Schedule to confirm the feasibility of the Project, and
- (c) provide copies of all design concept documents in the type and number specified in AA 2.4.
- (d) develop alternative solutions which accommodate the Client User Program, and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
- (e) provide option analysis, complete with life cycle cost analysis.

### **RS 2.1.4 Design Development**

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

- (a) refine the approved Conceptual Design Option to a level of detail which will facilitate Class C cost estimates, design review and discussions with the Client Department.
- (b) submit to the Departmental Representative, design development documents in sufficient detail to define the size, intent and character of the entire Project;
- (c) submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan, Project Risk Management Plan and Project Schedule; and
- (d) provide copies of all design development documents in the type and number specified in AA 2.4.



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

1. The Consultant shall, after acceptance of the design development documents, prepare and;
  - (a) submit for review to the Departmental Representative construction documents detailing the requirements for the construction of the Project at each stage of production as specified;
  - (b) submit an updated Construction Cost Estimate, Project Risk Management Plan and Project Schedule at each specified stage of production;
  - (c) provide copies of all construction documents submitted, in the type and number specified in AA 2.4.
2. The Consultant shall prepare for tender call purposes and submit to the Departmental Representative for acceptance a final Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.

#### **RS 2.1.6 Tender Call, Bid Evaluation and Construction Contract Award**

1. Tender Call:

The Departmental Representative shall be responsible for the production of the required number of copies of the tender documents, and for such other documents as are necessary for tender call purposes. The Consultant shall, after acceptance of the final submission of the construction documents by the Departmental Representative, provide one (1) complete set of the approved working drawings **stamped by a Professional Engineer** digitally, suitable for reproduction, and two (2) sets of the approved specifications, one set to be suitable for reproduction and the other set to be properly bound and covered as required by DFO Procurement Department.

The Consultant shall, on request:

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

The Departmental Representative shall be responsible for assembling and issuing tender documents.

The Consultant shall, on request:



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

#### **RS 2.1.7 Construction and Contract Administration**

##### 1. Construction Schedule

The Consultant shall:

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

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

##### 2. Construction Safety

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

##### 3. Environmental Protection

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

##### 4. Construction Meetings

The Consultant shall:

- (a) advise the Contractor to hold and attend construction meetings as required by the Construction Contract;



- (b) advise the Departmental Representative of the dates and times of the proposed meetings;
- (c) attend all such meetings;
- (d) maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof.

5. Clarification and Interpretation

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

6. Shop Drawings

The Consultant shall:

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

7. Testing and Inspection

The Consultant shall:

- (a) recommend the need for, and review, test reports of materials or construction;
- (b) recommend quality assurance testing to be undertaken during construction, evaluate the results and advise the Departmental Representative accordingly;
- (c) request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly;
- (d) specify in the construction documents product and performance testing to be undertaken by the Contractor.

8. Site Visits

The Consultant shall:

- (a) make visits to the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;



- (b) record and report to the Departmental Representative on the progress, non-conformities and deficiencies observed during each site visit, and provide the Contractor with written progress reports and lists of deficiencies observed;
- (c) recommend the action to be taken.

9. Changes to Construction Contract

The Consultant shall:

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

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

10. Contractor's Progress Claims

The Consultant shall:

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

11. Interim Completion of the Project

The Consultant shall:

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



## 12. As-Built and Record Drawings

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

- (a) prepare and provide the Departmental Representative with a complete set of record drawings of the type and number as specified;
- (b) verify that record drawings are suitable for microfilming, incorporating all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the Contractor, together with change orders and site instructions;
- (c) verify that record drawings are labeled "Record", dated and signed by the Consultant, and provide also a marked-up copy of the specifications recording changes related thereto.

## 13. Final Completion of the Project

The Consultant shall:

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

### **RS 2.1.8 Resident Site Services During Construction**

The Consultant Resident Site representatives shall:

- (a) Assist the Departmental Representative in carrying out construction and contract administration duties.
- (b) Inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, any discrepancies between the work, the contract documents and accepted construction procedures.
- (c) Maintain a daily log of such inspections and issue a weekly written report to the Consultant, both for distribution, in the form to be directed.
- (d) Prepare any other reports or surveys as may be requested by the Departmental Representative through the Consultant.
- (e) Verify quantities of materials received and record work progress through photographs (negatives to be held by DFO).

### **RS 2.1.9 Post Construction Services**

The Consultant shall submit closure reports generally comprising the following:

#### 1. Introduction:



- (a) Project history
- (b) Scope of work
- (c) Design development
- (d) Tendering process and award of contract

2. Project implementation:

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

3. Issues and difficulties encountered during implementation:

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

4. Operations and monitoring program

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

5. Conclusion and Summary.

6. List of Appendices :

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

7. Post-Construction Warranty Review

The consultant shall:

- (a) review if requested, during the Contractor's warranty period, any defects reported by the Departmental Representative;
- (b) 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
- (c) at the end of any warranty period, carry out a final review of the Project and report to the Departmental Representative the status of defects. If the Departmental Representative



accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

#### **RS 2.1.10 Additional Services**

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

#### **RS 2.1.11 Sub-Consultant/Specialist Coordination**

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

\* Sub-Consultants and Specialists refers to consultants outside of those included in the Consultant's Team Identification, attached at Appendix C, and as identified under TP 10.1.  
(d) Disbursements

#### **RS 2.1.12 Regulatory and Permitting Service**

1. The consultant shall assist Departmental Representative in obtaining approvals from the authorities having jurisdiction for Call-up projects.

(a) The permits and/or approvals for projects may include, but are not limited to:

(i) Nunavut Research License (NRI) - Scientific Research License;

(ii) Nunavut Planning Commission (NPC) - Land Use Approval;

(iii) Nunavut Impact Review Board (NIRB) Screening;

(iv) Nunavut Water Board (NWB) License;

(v) Department of Fisheries and Oceans, Fish and Fish Habitat Protection Program - Fisheries Authorization;

(vi) Environment and Climate Change Canada - Disposal at Sea Permit, and;

(vii) Transport Canada, Navigation Protection Program - Notice of Works Application for Approval.

2. The Permitting and Regulatory support scope may include, but is not limited to the following:

(a) Providing the Departmental Representative with a comprehensive list of required permits for Call-up projects, including timelines for issuing, level of effort, contact information, and application recruitments.

(b) Conducting meetings and consultations in coordination with the Departmental Representative,

(c) Meetings with regulatory bodies in coordination with the Departmental Representative

(d) Completing application forms and supporting documents for required permits. These documents include, but are not limited to, application letters, project proposals, annual reporting, and Construction Environment Management Plans (CEMPs).

(e) Undertake monitoring as required by permit(s) and provide reports to the Departmental Representative.

(f) Provide the Departmental Representative with the information required by the regulatory authorities to complete the permitting process including but not limited to methodology, reports, testing locations and health and safety plans.

3. The consultant shall perform inspection and/or investigations and/or monitoring and provide the reports as required by the Departmental Representative to support the Permitting and Regulatory Process. Activities may include, but are not limited to, the following:

(a) Fish and Fish Habitat Assessments

(b) Sediment and Sedimentation Assessments, including Dredge Dispersion Assessments to support Disposal at Sea



- (c) Environmental Assessments related to Contaminated Sites
- (d) Water Quality Sampling and Analysis
- (e) Acoustic Monitoring and Analysis
- (f) Wildlife/Marine Mammal Observation
- (n) Archaeological Assessments
- (o) Traditional Knowledge Studies



## **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

- SRE 1 General Information
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Inuit Benefits Evaluation Criteria
- SRE 6 Total Score
- SRE 7 Submission Requirements – Checklist



## SUBMISSION REQUIREMENTS AND EVALUATION

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

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

#### 1.2 Submission of Proposals

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

#### 1.3 Calculation of Total Score

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

Inuit Benefit Plan 35%	=	Inuit Benefit Plan (Points)
Technical Rating x 55%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

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

The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

Canada requests that bidders provide their bid in separately bound/saved sections as follows:

- Section I: Technical Bid** (one (1) soft copy in PDF format or one (1) bound original)
- Section II: Inuit Benefit Plan** (one (1) soft copy in PDF format or one (1) bound original)
- Section III: Financial Bid** (one (1) soft copy in PDF format or one (1) bound original in a separate sealed envelope)
- Section IV: Certifications / Additional Information** (one (1) soft copy in PDF format or one (1) bound original)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

Emails with links to bid documents will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## 2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is [thirty-five (35)] 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 proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Inuit Benefits Plan
- Integrity Provisions - Required documentation
- Declaration/Certifications Form (Appendix A)
- Code of Conduct Certifications (Appendix A - Annex AA)
- Price Proposal Form (Appendix B)
- Team Identification (Appendix C)
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document

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

## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 MANDATORY REQUIREMENTS

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

#### 3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

#### 3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide Civil / Marine engineering services and must include a civil / marine engineer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province having jurisdiction.

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

#### 3.1.3 Code of Conduct and Certifications – Proposal

Proponents must submit the following as part of their proposal:



(a) a complete list of names of all individuals who are currently directors of the Proponent;

### 3.1.4 Consultant Team Identification

The consultant team to be identified must include the following:

Proponent (prime consultant): Civil / Marine engineer- specialty in marine construction in the Arctic Environment

Information required - name of firm, key personnel to be assigned to the standing offer. For the prime and sub-consultant/specialist(s) indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions - Limitation of Submissions).

The consultant team is to be identified in Appendix C - Team Identification.

## 3.2 RATED REQUIREMENTS

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

### 3.2.1 Comprehension of the Scope of Services

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

### 3.2.2 Team Approach / Management of Services

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



- e) Quality control techniques;
- f) How the team intends to meet the 'Project Response Time Requirements';
- g) Conflict resolution methods.

### 3.2.3 Past Experience

1. *What we are looking for:*

Demonstration that over at least the past five (5) years, the Proponent or its senior personnel has participated in a range of projects requiring the scope of services in accordance with the Required Services (RS) section. The firm's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.

2. *What the Proponent should provide:*

- (a) A brief description of a maximum of four (4) significant projects completed / undertaken over the last five (5) years by the firm, or its senior personnel;
- (b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
- (c) Indicate the dates the services were provided for the listed projects;
- (d) Scope of services rendered, project objectives, constraints and deliverables; and
- (e) Client references - name, address, phone and fax of client contact at working level.

Reference checks may be completed if deemed necessary.

3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.

### 3.2.4 Canadian Arctic Past Experience

1. *What we are looking for:*

Demonstration that over at least the past ten (10) years, it or its senior personnel has successfully completed marine harbour projects in the Canadian Arctic. The firm's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.

2. *What the Proponent should provide:*

- (a) A brief description of a maximum of four (4) significant projects completed / undertaken over the last ten (10) years by the firm, or its senior personnel;
- (b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
- (c) Indicate the dates the services were provided for the listed projects;
- (d) Scope of services rendered, project objectives, constraints and deliverables; and
- (e) Client references - name, address, phone and fax of client contact at working level.

Reference checks may be completed if deemed necessary.

3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.



### 3.2.5 Senior Personnel Expertise and Experience

1. *What we are looking for:*

A demonstration that the Proponent has senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.

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

- (a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
- (b) Identify the personnel's years of experience with the firm; and
- (c) professional accreditation; and
- (d) accomplishments/achievements/awards.

### 3.2.6 Project Personnel Expertise and Experience

1. *What we are looking for:*

A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.

2. *What the Proponent should provide:*

- (a) submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
- (b) Identify the personnel's years of experience with the firm;
- (c) professional accreditation; and
- (d) Accomplishments/achievements/awards.

## 3.3 EVALUATION AND RATING

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

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



**Generic Evaluation Table**

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



	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum weighted rating of fifty (50) out of the hundred (100) points available for the rated technical criteria as specified above.

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



#### SRE 4 PRICE OF SERVICES

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

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (10 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rated basis.

#### SRE 5 INUIT BENEFITS EVALUATION CRITERION

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

Inuit Benefits Evaluation Criterion	Available Points	Rating	Inuit Benefits Points Weighting	
<b>1. Inuit Benefits</b>				
1.1 Head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.	10	0-100	0-5	
1.2 Employment of professional Inuit labour	40	0-100	0-15	
1.3 Use of Inuit suppliers	50	0-100	0-15	
<b>Total Inuit Benefits Evaluation Rating</b>	<b>100</b>		<b>0-35</b>	

See Inuit Benefits Plan Conditions contained in Appendix E.

#### SRE 6 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Inuit Benefit Plan	0 - 100	35	0-35
Technical Rating	0 - 100	55	0 - 55
Price Rating	0 - 100	10	0 - 10



<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>
--------------------	--	------------	----------------

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to [one (1)] Standing Offer.

## **SRE 7 SUBMISSION REQUIREMENTS - CHECKLIST**

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

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

### Declaration / Certifications Form

- completed and signed form provided in Appendix A

### Code of Conduct Certifications

- list of directors, see Annex AA

### Team Identification Form

- See typical format in Appendix C
- One (1) electronic copy

### Front Page of Request for Standing Offer

- Signed and completed

### Front Page of Revisions(s) to the Request for Standing Offer

- Completed and signed

### Inuit Benefits Plan

In a separate envelope / email attachment:

- Price Proposal Form

One (1) completed and signed form provided in Appendix B submitted in a separate email attachments.



**APPENDIX A - Declaration/Certifications Form**

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

**Name of Proponent:**

**Street Address:**

**Mailing Address** (if different than street address)

**City:**

**City:**

**Prov./Terr./State:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(    )

**Fax Number:**    (    )

**E-Mail:**

**Procurement Business Number:**

**Type of Organization**

**Size of Organization**

\_\_\_ Sole Proprietorship

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

\_\_\_ Partnership

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

\_\_\_ Corporation

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

\_\_\_ Joint Venture

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

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

Other \_\_\_\_\_



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

### Federal Contractors Program for Employment Equity - Certification

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44 (<http://laws.justice.gc.ca/en/E-5.401/index.html>);
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d)  is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.



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

### Former Public Servant (FPS) - Certification

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of



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

the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? YES ( ) NO ( )

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.



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

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**Name of Proponent:**

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

Education, Professional Accreditation and Experience:

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

**DECLARATION:**

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

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

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

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

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

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

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

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

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

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



## **APPENDIX AA - CODE OF CONDUCT CERTIFICATIONS**

Proponents must submit as part of their proposal:

- (a) a complete list of names of all individuals who are currently directors of the Proponent;



## APPENDIX B - PRICE PROPOSAL

### INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope or email attachment, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. 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 proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).



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

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

**1. CIVIL/MARINE ENGINEER**

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Partners or principals of the firm	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	30	\$	\$
Junior Personnel	25	\$	\$
Permitting and Regulatory Personnel	10	\$	\$
Administrative Support	5	\$	\$
<b>Total</b>	100		\$

**Signature of Consultant or Joint Venture Consultants**

.....  
signature

.....  
signature

.....  
capacity

.....  
capacity

.....  
signature

.....  
signature

.....  
capacity

.....  
capacity



### APPENDIX C - TEAM IDENTIFICATION

#### INSTRUCTIONS

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

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

**I. Prime Consultant (Proponent): Civil/Marine Engineer – specialty in marine construction in the Arctic Environment**

**Firm:**

Name .....

**Key Individuals:**

1. Name .....

2. Category of Personel (i.e. Principal, Senior, Intermediate) .....

3. Provincial professional licensing status. ....  
.....  
.....  
.....



## **APPENDIX D - DOING BUSINESS**

**(See Attached)**



## APPENDIX E - INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

**This procurement is subject to the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.**

Bidders are requested to maximize Inuit employment, subcontracting and involve Inuit businesses, in carrying out the work under this project.

The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are referred to as Nunavut Benefits Criteria (NBC) and Inuit Benefits Criteria (IBC), and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan (IBP).

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <http://nlca.tunngavik.com/>

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area (NSA):

- a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

### INFORMATION

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated

P.O. Box 280

Rankin Inlet, Nunavut

X0C 0G0

Telephone: 867-645-3199

Facsimile: 867-645-3452

<http://www.tunngavik.com>



## PART A – INUIT BENEFITS PLAN (IBP)

### **Evaluation and Assessment of IBP Commitment**

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE DOCUMENTATION AND DETAILS WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached COMMITMENT TABLES to supplement the IBP submission provided in their bid.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

### **SUPPORTING DOCUMENTATION**

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

#### Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

#### Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.



Sub-consultants / suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-consultants / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

**Definitions**

**Eligible Inuit labourer:**

1. An individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project; and
2. Must be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

**Inuit Firm Registry (IFR) Firm (prime contractor/subcontractor/supplier):**

1. An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. <https://inuitfirm.tunngavik.com/>

**INUIT BENEFITS PLAN CRITERIA**

ITEM	BID CRITERIA	Available Points
3.0	<p>This procurement is subject to the <i>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)</i>.</p> <p>Canada reserves the right to confirm validity of all declarations / commitments.</p>	
<b>NUNAVUT BENEFITS CRITERIA (NBC)</b>		
3.1	<p><b>LOCATION OF BUSINESS IN THE NSA:</b> Bidders are requested to demonstrate the existence of the vendor or sub-consultants performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Points will be assigned as follows:</p> <ol style="list-style-type: none"> <li>1. Head Office (3 pts)</li> <li>2. Staffed Administrative Office (4 pts)</li> <li>3. Other Staffed Facility (3 pts)</li> </ol> <p><b>*This criterion is worth 5% of the bid evaluation points available.</b></p> <p>*** Holdback Conditions will apply to this criterion.</p>	/10



<b>INUIT BENEFITS CRITERIA (IBC)</b>		
3.2	<p><b>LABOUR</b></p> <p>The employment of on-site Inuit in carrying out the work of the contract.</p> <p>Bidder will be evaluated on their firm commitment to use on-site Inuit from the Nunavut Settlement Area, as defined in Appendix E, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Consultant staff and/or sub-consultant staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Consultant and Departmental Representative, if applicable.</p> <p>An eligible Inuit labourer must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. An individual who is working on-site performing services related to the project for a consultant, sub-consultant or supplier who has a contract with DFO to do work related to the project; and</li> <li>2. An individual registered on the Nunavut Inuit Enrolment list</li> </ol> <p>0-100% of total site labour hours = 0 - 40 points.</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>___ % (Labour Commitment) x total points available</p> <p><i>Example:</i>  <i>Bidder commitments 65% of labour hours will be Inuit = 65% of total points (40)</i>  <i>65 % x 40 = 26 points</i></p> <p><b>NOTE:</b>            Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p><b>*This criterion is worth 15% of the bid evaluation points available.</b></p> <p>*** Holdback Conditions will apply to this criterion.</p>	/40



<b>INUIT OWNERSHIP (CONSULTANT OR SUB-CONSULTANT / SUPPLIERS)</b>														
3.3	<p>The use of IFR consultant/sub-consultants/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR sub-consultants for services or the procurement of supplies and equipment from IFR businesses. Note: If the Prime Consultant is an IFR Firm, the total dollar value of the IFR contracting shall also include the consultant's share of the contract.</p> <p><b>An IFR consultant/sub-consultants/suppliers must meet the following criteria:</b></p> <p>An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada.</p> <p>Bidders should provide their commitment of IFR sub-consultants in accordance with the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Value of IFR Contracting (consultant/sub-consultant or supplier):</td> <td style="text-align: right;">\$ _____(a) +</td> </tr> <tr> <td>Value of Non-IFR Contracting (consultant/sub-consultant or supplier):</td> <td style="text-align: right;">\$ _____(b) =</td> </tr> <tr> <td>Estimated value of Contract (Must equal Total bid price):</td> <td style="text-align: right;">\$ _____(c)</td> </tr> </table> <p><b>(a) / (c) = Inuit Ownership Commitment (%) (d)</b></p> <p>Points will be assigned based on a percentage of the total points available:</p> <p><b>(d) x _____(available points) = assigned points</b></p> <p><i>Example:</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Value of IFR contracting:</td> <td style="text-align: right;">\$ 55,000 (a)</td> </tr> <tr> <td>Value of Non-IFR contracting:</td> <td style="text-align: right;">\$ 45,000 (b)</td> </tr> <tr> <td>Estimated value of Contract:</td> <td style="text-align: right;">\$ 100,000 (c)</td> </tr> </table> <p><math>\\$55,000 / \\$100,000 = .55</math>  <math>55 \% \times 50 = 22 \text{ assigned points}</math></p> <p><b>*This criterion is worth 15% of the bid evaluation points available.</b></p> <p>*** Holdback Conditions will apply to this criterion.</p>	Value of IFR Contracting (consultant/sub-consultant or supplier):	\$ _____(a) +	Value of Non-IFR Contracting (consultant/sub-consultant or supplier):	\$ _____(b) =	Estimated value of Contract (Must equal Total bid price):	\$ _____(c)	Value of IFR contracting:	\$ 55,000 (a)	Value of Non-IFR contracting:	\$ 45,000 (b)	Estimated value of Contract:	\$ 100,000 (c)	/50
Value of IFR Contracting (consultant/sub-consultant or supplier):	\$ _____(a) +													
Value of Non-IFR Contracting (consultant/sub-consultant or supplier):	\$ _____(b) =													
Estimated value of Contract (Must equal Total bid price):	\$ _____(c)													
Value of IFR contracting:	\$ 55,000 (a)													
Value of Non-IFR contracting:	\$ 45,000 (b)													
Estimated value of Contract:	\$ 100,000 (c)													

**PART B - BIDDER COMMITMENT AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals and to supplement their response.
2. Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities may receive copies of the consultants Inuit Benefits plan and periodically receive performance monitoring results.



TABLE 1 – Head Office

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

TABLE 2 – On-site Inuit Labour Content Commitment

Total No. Of on-site Inuit Employee Hours for This Contract = \_\_\_\_\_ %  
Total Employee onsite Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees by position.	Type of Employment	Total on-site Hours Worked	Total Dollar Value Paid



Total Inuit <i>and</i> non-Inuit Employee Hours		
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**TABLE 3 – Inuit Consultant/Sub-Consulting/Supplier Content Commitment**

Total Estimated Cost for Inuit Consultant/Sub-Consulting/Supplier for This Contract = \_\_\_\_\_%  
Total Bid Price

Company Name	Description of the Work	Inuit Firm ID(if an IFR Firm)	Value of Consultant portion of the contract, Sub-consultant or Supplies / Services	Inuit Firm Registry Company	Non-Inuit Company
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

NOTE: only consultants, sub-consultants and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry (IFR) will be included in the calculations. Verification of Inuit businesses will be made in accordance with 3.3 INUIT OWNERSHIP (Consultant/Sub-Consultant/Supplier)

**PART C - Reporting – Inuit Benefits and Nunavut Benefits**

Return Reports to:  
Project Authority Name:  
EMAIL:



**TABLE 1 – Head Office**

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

**TABLE 2 – Achievement of on-site Inuit Labour Content**

Total No. Of on-site Inuit Employee Hours for This Contract = \_\_\_\_\_%  
Total Employee on-site Hours for This Contract

Position of Inuit Employee NOTE: It is not necessary to identify non-Inuit employees by name and position.	Type of Employment	Total on-site Hours Worked	Total Dollar Value Paid



Total Inuit <i>and</i> non-Inuit Employee Hours		
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**TABLE 3 – Achievement of Inuit Content for Consultant/Sub-Consulting/Supplier Content:**

Total Cost For Inuit Consultant/Sub-consulting/Suppliers for This Contract = \_\_\_\_\_ %  
Total Contract Value (bid price + any applicable amendments)

Firm Name	Description of the Work	Inuit Firm ID (if an IFR Firm)	Value of Consultant portion of the contract, Sub-consultants or Suppliers Services	Inuit Firm Registry Company	Non-Inuit Firm
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Consultant Certification**

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Consultant certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.



### **Holdback – for the non-performance of IBP commitments**

NOTE: “TOTAL CONTRACT VALUE” for the purposes of the incentive and Holdback Deduction calculation the total contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

**INSERT the following supplemental clause:**

#### **SI8      Holdback IBP Commitments**

Bidders are requested on a voluntary basis to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit businesses in carrying out the work under this project.

**For the successful Consultant only:** Progress payments in respect of fee arrangements must be made in accordance with GC 5.3 of the Agreement. Payments must not exceed the value of the fee indicated in the Price Proposal for each Service under consideration. Canada may holdback **2%** of each progress payment to address shortfalls in IBP commitments set out in the firms IBP Submission.

**SC1    INSERT the following supplemental clauses in GC5.3:**

**The following clauses will apply if Inuit Benefits Plan (IBP) commitments are submitted by a bidder and apply to the successful Consultant only:**

#### **Monthly Payment**

Canada will pay the Consultant on a monthly basis an amount that is equal to **98%** of the work performed during the month covered by the invoice, in accordance with the payment provisions of the Contract if:

an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

all such documents have been verified by Canada;

the amount claimed is in accordance with the basis of payment;

the Work performed has been accepted by Canada.

The 2% balance of the amount payable is a performance hold back for the Inuit Benefits Plan and will be paid in accordance with section 5.3.10 Performance Holdback Release Conditions - Inuit Benefits Plan.

#### **Reporting**

**For successful Consultant only** - If an IBP commitment is provided as part of the proposal, the successful Consultant **MUST** provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid. The included tables in Part C must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Consultant on a quarterly basis.

- 1)                    The Consultant must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
- 2)                    Information provided may be subject to verification.



- 
- 3) The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Consultant met its' IBP guarantee.
  - 4) Failure to comply with the request to submit the certification and report within 15 business days after the date of request may result in action under 5.3.10.

Canada reserves the right, at their sole discretion, to reduce or eliminate holdbacks if the consultant can clearly demonstrate that significant efforts are being made to meet IBP commitments and the minimum requirements could not be met due to circumstances out of the Consultant's control.

**Performance Holdback Release Conditions - Inuit Benefits Plan Nunavut**

- 5) If the Consultant in its quarterly Periodic Usage Report, in accordance with 5.3.9, substantiates that it meets the IBP commitments certified in its bid, to Canada's satisfaction, the Consultant will be paid the amount held back from the Work.
- 6) If the Consultant in its quarterly Periodic Usage Report fails to fulfill their guarantee of the IBP upto the entire balance of the amount held back may continue to be held back, until such time as there is a future Periodic Usage Report demonstrating commitments have been achieved, or, if there are no future Periodic Usage Reports, the full amount held back may be deducted from the final payment.
- 7) Should Canada continue to hold back or deduct a final payment amount as described in subsection 2, partial holdback release amounts will be determined based on the holdback amount, minus the difference between the assessed value of the guarantee and the value of the fulfilled portion of the guarantee, to a maximum of the holdback amount.
- 8) Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Consultant, any holdback owing and unpaid under this section.
- 9) Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract or at law.



INUIT BENEFITS ACHEIVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT		
<b>STEP#</b>	<b>CONSULTANT:</b> _____	
	<b>Total Contract Value (no GST):</b> _____	
<b>1</b>	<b>Nunavut Benefits Criteria</b>	
	The consultant must achieve a total score equal or equivalent to the score received during their initial bid evaluation, consultants receiving a score less than their initial score will be subject to a Holdback Deduction.	
	Points received during evaluation: 1. Head Offices: _____/3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Points assigned upon contract completion: 1. Head Offices: _____/3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	<b>Met / Not Met</b>
<b>2</b>	<b>Percentage Inuit Labour Person On-site Hours</b>	
	Percentage proposed	_____ %
	Percentage achieved including any applicable amendments	_____ %
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	<b>Met / Not Met</b>
<b>3</b>	<b>Percentage IFR Subcontracting / Suppliers</b>	
	Percentage proposed	_____ %
	Percentage achieved including any applicable amendments	_____ %
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	<b>Met / Not Met</b>
	<b>COMMENTS:</b>	



TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA HOLDBACK DEDUCTION			
ITEM#	REQUIREMENT	Weight	SCORE
1	<p>The consultant failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities)</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 100</p> <p><b>Note:</b> If (c) is ≤50%, Consultant will receive 0 points.</p>	100	
3	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
4	<p><b>TOTAL CALCULATED HOLDBACK DEDUCTION:</b></p> <p>(100 - total assessed score)% x (Total contract value) x ___%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p>		







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## **APPENDIX F - PERFORMANCE EVALUATION**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form FP-5135-E (2011-12) Contractor Performance Evaluation Report Form (Attached in Appendix F) is used to record the performance.



**CONTRACTOR PERFORMANCE EVALUATION REPORT FORM (CPERF)**

Contract No.	Project No.	Client Reference No.
Description of work		
Contractor's Business Name		Contractor's Site Superintendent
Contractor's Business Address		

PROJECT AUTHORITY		CONTRACT INFORMATION	
Name		Contract Award Amount	Final Amount
Telephone No.	Fax No.	Contract Award Date	Contract Completion Date
E-Mail Address		Original Completion Date	Interim Certificate Date
The following criteria are to be assessed by considering, at minimum, the considerations listed in Annex A.		Final Certificate Date	No. of Change Orders

QUALITY OF WORKMANSHIP	CATEGORY	SCALE	POINTS
Comments	Unacceptable	0-5	
	Not Satisfactory	6-10	
	Satisfactory	11-16	
	Superior	17-20	

TIME	CATEGORY	SCALE	POINTS
Comments	Unacceptable	0-5	
	Late	6-10	
	On time	11-16	
	Ahead of schedule	17-20	

PROJECT MANAGEMENT	CATEGORY	SCALE	POINTS
Comments	Unacceptable	0-5	
	Not Satisfactory	6-10	
	Satisfactory	11-16	
	Superior	17-20	
	Criteria not applicable		

ADMINISTRATION / CONTRACT MANAGEMENT	CATEGORY	SCALE	POINTS
Comments	Unacceptable	0-5	
	Not Satisfactory	6-10	
	Satisfactory	11-16	
	Superior	17-20	
	Criteria not applicable		

HEALTH AND SAFETY	CATEGORY	SCALE	POINTS
Comments	Unacceptable	0-5	
	Not Satisfactory	6-10	
	Satisfactory	11-16	
	Superior	17-20	

<b>Total Points</b>	0
<b>Type of CPERF Report</b>	

General Comments

DFO Project Authority

Name	Title	Signature	Date
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DFO Authorization (Regional Manager, Materiel and Procurement Services)

Name	Title	Signature	Date
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## ANNEX A - MINIMUM CRITERIA

### CONSIDERATIONS QUALITY OF

#### WORKMANSHIP

At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications. The Project Authority is to consider how the workmanship compares with :

- The norms in the area in which the work was carried out
- The contractor's compliance with any quality provisions outlined in the drawings and specification
- The quality of workmanship provided by other contractors on similar projects in the same or similar facility(ies)

#### TIME

This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date. The Project Authority is to consider:

- whether the contractor made an effective effort to meet the scheduled completion date as stipulated in the contract
- whether the contractor made an effective effort to clean up deficiencies and damages caused by the work, in a reasonable time
- whether it is necessary to recommend assessment and damages for late completion
- the impact the completion date has on the Client's operational requirements
- whether the contractor effectively managed the site during a suspension or termination of the work to mitigate any additional costs to DFO
- whether the contractor complied with all warranty provisions up to the date of the CPERF
- whether the contractor dealt promptly with any claims from creditors
- whether the contractor expedited, and co-operated in, the settlement of all disputes

For the purpose of evaluating the contractor's time performance, consideration must be given to conditions beyond the contractor's control, including DFO/ Consultant / Client Performance, e.g.:

- availability of, and access to, the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers / suppliers
- quality of plans and specifications
- major change(s) in scope
- cumulative effect of changes
- was DFO able to meet its obligations?
- timely decisions, clarifications, approvals
- delays caused by other contractors in the same facility

#### PROJECT MANAGEMENT

Did the contractor

- promptly commence the work
- employ a knowledgeable site superintendent
- order material promptly and in such a way as to expedite the progress of the work
- effectively manage and complete all Division 1 work site activities
- effectively coordinate and manage the work of its subcontractors
- notify the DFO Representative of all its subcontracting activities
- cooperate with other contractors sent onto the site of the work
- remove a superintendent or unsuitable worker when requested by the DFO Representative to do so
- establish effective quality control procedures
- interpret the contract documents accurately
- cooperate when issued directions by the DFO Representative
- provide information promptly when requested to do so
- require additional input from DFO staff above that which is normal for a project of similar size and nature
- in accordance with the Terms & conditions of its subcontracts, pay subcontractors and suppliers in a timely fashion
- effectively protect the work
- promptly correct defective work as the project progressed
- satisfactorily clean the work site periodically and at the completion of the project
- provide a comprehensive work plan and adhere to its milestones
- provide reasonable schedule updates in accordance with the contract, or requested by DFO during the course of the project, including deficiency repair phase

#### ADMINISTRATION / CONTRACT MANAGEMENT

Did the contractor

- in the time frame specified, provide its contract security and Insurance Certificate fully executed where applicable
- submit an appropriate Cost Breakdown in a timely manner
- submit progress claims in the correct format, accurately represent the work successfully completed, and material delivered to the site but not yet installed, for each payment period
- submit a notarized Statutory Declaration correctly completed with each progress claim
- submit an updated Schedule if so specified
- maintain a complete set of project records on site, including approved shop drawings, change orders, as-builts and O&M manuals
- provide shop drawings promptly and were they of sufficient detail
- promptly provide reasonable quotations with appropriate detail, for changes to the original scope of work
- provide O&M manuals prior to commencement of commissioning activities

#### HEALTH AND SAFETY

The effectiveness to which the contractor managed and administered the occupational health and safety provisions as stipulated in the contract documents and those required by provincial/territorial legislation or those that would otherwise be applicable to the site of the work.

Consideration should be given to: Did the contractor

- provide DFO with a copy of its health and safety program prior to commencement of the work
- provide DFO with a copy of its site specific hazardous assessment prior to commencement of the work
- apply for and obtain the provincial/territorial Notice of Project prior to commencement of the work

- apply for and obtain the Building Permit prior to commencement of the work
- apply for and obtain all applicable permits, including but not limited to: Hot Works, Confined Spaces, Roof Access, Lock Out/Tag Out
- provide a competent superintendent who
  - is qualified in health and safety matters because of her/his knowledge, training and experience
  - is familiar with the O, H&S Act and its Regulations that apply to the site of the work
  - remedies any potential or actual danger of health and safety to those employed at the work site
- respond in a timely manner to any non-compliance safety issues noted by DFO or a representative of the authority having jurisdiction
- provide on-site personnel's daily/weekly health and safety inspection reports as per the contract and/or provincial/territorial requirements
- implement its safety program in a proactive manner