

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, B.C.

V6Z 0B9

British C

Title - Sujet Fisheries Engineering Services Stan Offres à commandes pour des services de génie des pêches	
Solicitation No. - N° de l'invitation F521A-221656/A	Date 2022-08-19
Client Reference No. - N° de référence du client F521A-221656	GETS Ref. No. - N° de réf. de SEAG PW-\$TPV-031-9168
File No. - N° de dossier TPV-2-45002 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Daylight Saving Time PDT on - le 2022-10-03 Heure Avancée du Pacifique HAP	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Leung (TPV), Janie	Buyer Id - Id de l'acheteur tpv031
Telephone No. - N° de téléphone (778)919-3273 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DFO – Various Locations, BC	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

Table of Contents

PART 1	SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)	6
SI 1	INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES	6
SI 2	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	6
PART 2	GENERAL INSTRUCTIONS TO OFFERORS (GI)	7
2.1	INTEGRITY PROVISIONS – OFFER	7
GI 1	DEFINITION	8
GI 2	INTRODUCTION	8
GI 3	PROCUREMENT BUSINESS NUMBER	9
GI 4	CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE	9
GI 5	QUANTITY	10
GI 6	PWGSC OBLIGATION	10
GI 7	RESPONSIVE OFFERS	10
GI 8	COMMUNICATIONS - SOLICITATION PERIOD	10
GI 9	OVERVIEW OF SELECTION PROCESS	10
GI 10	SUBMISSION OF OFFER	11
GI 10.1	SUBMISSION OF OFFER	11
GI 10.2	TRANSMISSION BY CPC CONNECT	12
GI 11	NOT APPLICABLE	13
GI 12	EVALUATION OF PRICE	13
GI 13	LIMITATION OF SUBMISSIONS	13
GI 14	LICENSING REQUIREMENTS	14
GI 15	REJECTION OF OFFER	14
GI 16	NOT APPLICABLE	15
GI 17	INSURANCE REQUIREMENTS	15
GI 18	JOINT VENTURE	15
GI 19	LATE SUBMISSIONS	15
GI 20	LEGAL CAPACITY	16
GI 21	DEBRIEFING	16
GI 22	FINANCIAL CAPABILITY	16
GI 23	NOT APPLICABLE	17

GI 24	PERFORMANCE EVALUATION	17
GI 25	OFFER COSTS	18
GI 26	CONFLICT OF INTEREST - UNFAIR ADVANTAGE	18
GI 27	LIMITATION OF LIABILITY	18
GI 28	STATUS AND AVAILABILITY OF RESOURCES	18
GI 29	CODE OF CONDUCT FOR PROCUREMENT – OFFER	19
GI30	BID CHALLENGE AND RECOURSE MECHANISMS	19
PART 3 - STANDING OFFER PARTICULARS (SP)		20
SP 1	GENERAL	20
SP 2	WITHDRAWAL/REVISION	20
SP 3	PERIOD OF THE STANDING OFFER	20
SP 4	CALL-UP LIMITATION	20
SP 5	CALL-UP PROCEDURE	21
SP 6	INVOICING	22
PART 4 - TERMS AND CONDITIONS – GENERAL CONDITIONS (GC)		23
GC 1	DEFINITIONS	23
GC 2	INTERPRETATIONS	25
GC 3	NOT APPLICABLE	25
GC 4	ASSIGNMENT	25
GC 5	INDEMNIFICATION	25
GC 6	NOTICES	25
GC 7	SUSPENSION	25
GC 8	TERMINATION	26
GC 9	TAKING THE SERVICES OUT OF THE CONSULTANT’S HANDS	26
GC 10	TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT	27
GC 11	NATIONAL OR DEPARTMENTAL SECURITY	27
GC 12	RIGHTS TO INTELLECTUAL PROPERTY	28
GC 13	CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE	32
GC 14	STATUS OF CONSULTANT	32
GC 15	DECLARATION BY CONSULTANT	32
GC 16	INSURANCE REQUIREMENTS	33
GC 17	RESOLUTION OF DISAGREEMENTS	33
GC 18	AMENDMENTS	34

GC 19	ENTIRE AGREEMENT	35
GC 20	CONTINGENCY FEES	35
GC 21	HARASSMENT IN THE WORKPLACE	35
GC 22	TAXES	35
GC 23	CHANGES IN THE <i>CONSULTANT</i> TEAM	36
GC 24	JOINT AND SEVERAL LIABILITY	36
GC 25	PERFORMANCE EVALUATION - CONTRACT	37
GC 26	INTERNATIONAL SANCTIONS	37
GC 27	INTEGRITY PROVISIONS - STANDING OFFER	38
GC 28	CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER	38
GC 29	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	38
PART 5 - SUPPLEMENTARY CONDITIONS (SC)		39
SC01	Comprehensive Land Claims Agreement	39
SC02	LANGUAGE REQUIREMENTS	39
SC 03	SECURITY REQUIREMENTS	40
PART 6 - TERMS OF PAYMENT (TP)		41
TP 1	FEES	41
TP 2	PAYMENTS TO THE CONSULTANT	41
TP 3	DELAYED PAYMENT	42
TP 4	CLAIMS AGAINST AND OBLIGATIONS OF THE CONSULTANT	42
TP 5	NO PAYMENT FOR ERRORS AND OMISSIONS	43
TP 6	PAYMENT FOR CHANGES AND REVISIONS	43
TP 7	EXTENSION OF TIME	43
TP 8	SUSPENSION COSTS	43
TP 9	TERMINATION COSTS	44
TP 10	DISBURSEMENTS	44
PART 7 - CONSULTANT SERVICES (CS)		46
CS 1	SERVICES	46
CS 2	STANDARD OF CARE	46
CS 3	TIME SCHEDULE	46
CS 4	PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS	46
CS 5	CHANGES IN SERVICES	46
CS 6	CODES, BY-LAWS, LICENCES, PERMITS	47

CS 7	PROVISION OF STAFF	47
CS 8	SUB-CONSULTANTS.....	47
CS 9	COST CONTROL	47
PART 8 - CALCULATION OF FEES (CF)		49
CF 1	FEE ARRANGEMENT(S) FOR SERVICES	49
CF 2	PAYMENTS FOR SERVICES	49
PART 9 – REQUIRED SERVICES (RS)		50
RS 1	INTRODUCTION	51
RS 2	SCOPE OF SERVICES.....	53
RS 3	ADDITIONAL SERVICES (AS REQUIRED)	59
PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)		60
SRE 1	GENERAL INFORMATION	60
SRE 2	OFFER REQUIREMENTS.....	60
SRE 3	SUBMISSION REQUIREMENTS AND EVALUATION	61
SRE 4	PRICE OF SERVICES.....	65
SRE 5	TOTAL SCORE	66
SRE 6	SUBMISSION REQUIREMENTS - CHECKLIST	66
APPENDIX A - DECLARATION/CERTIFICATIONS FORM.....		68
APPENDIX B - PRICE OFFER FORM.....		72
APPENDIX C – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL		74

PART 1 SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)

2.1 INTEGRITY PROVISIONS – OFFER

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Offeror must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the Request for Standing Offers, the Offeror must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
4. Subject to subsection 5, by submitting a bid in response to this Request for Standing Offers, the Offeror certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Offeror provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Offeror":

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

"PWGSC Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) on behalf of the Department of Fisheries and Oceans (DFO) is inviting consulting firms with fisheries engineering expertise to submit offers for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document in British Columbia and Yukon.

2. Offerors shall be licensed or eligible to be licensed to practise in British Columbia and Yukon. If an Offeror is licensed to practise in only one of the two provinces or territories, then that Offeror must be eligible and willing to be licensed in the province or territory in which they are not licensed. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is PWGSC's intention to authorize up to three (3) Standing Offers, each for a period of three (3) years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$5,000,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$600,000.00 (Applicable Taxes included) for Salmonid Enhancement Project (SEP) sites, and a maximum of \$60,000 (Applicable Taxes included) for all other sites. Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; DFO will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section [SP5, CALL-UP PROCEDURE](#).
4. This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
5. Offers must be submitted by using the CPC Connect service provided by Canada Post Corporation. Faxed and hard copy offers (submitted in person or via mail/courier) will not be accepted for the subject bid solicitation.

Offerors must refer to [G110 Submission of offer](#), and [SRE 2 Offer Requirements](#), of the solicitation, for further information.

GI 3 PROCUREMENT BUSINESS NUMBER

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

GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE

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

Public Works and Government Services Canada
Real Property Contracting
219 – 800 Burrard Street
Vancouver, BC V6Z 0B9

Janie Leung
Tel: (778) 919-3273
Email: Janie.Leung@pwgsc.gc.ca
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.

4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GI 5 QUANTITY

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

GI 6 PWGSC OBLIGATION

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

GI 7 RESPONSIVE OFFERS

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

GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 at e-mail address Janie.Leung@pwgsc.gc.ca as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
3. To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
 - a) a Request for Standing Offer is obtained by offerors through the GETS;
 - b) in response to the Request for Standing Offer, interested offerors submit the "technical" component of their offer in one section and the proposed price of the services (price offer) in a second section;
 - c) responsive offers are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
 - d) PWGSC may issue a standing offer to the successful offerors;

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

GI 10 SUBMISSION OF OFFER

GI 10.1 SUBMISSION OF OFFER

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Offeror's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting an offer;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below;
 - d) ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the offer; and
 - e) provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the offer must be submitted in separate sections in accordance with the instructions contained in the offer document.
4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
7. Offer documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using

GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI 10.2 TRANSMISSION BY CPC CONNECT

- a) Offers must be submitted by using Canada Post Corporation's (CPC) Connect service (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a):

The only acceptable email address to use with CPC Connect for responses to this solicitation issued by PWGSC regional offices is:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, as detailed in b., or to send offers through an CPC Connect message if the offeror is using its own licensing agreement for CPC Connect.

- b) To submit an offer using CPC Connect service, the Offeror must either:
- send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
- c) If the Offeror sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the CPC Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the offer closing date and time.
- d) If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e) The Request for Standing Offer number should be identified in the CPC Connect message field of all electronic transfers.
- f) It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian address, they may use the Issuing Office address specified in the solicitation in order to register for the CPC Connect service.
- g) For offers transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:

- i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offeror;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the CPC Connect service.
- h) The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i) Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j) An offer transmitted by CPC Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section GI10.1.

GI 11 NOT APPLICABLE

GI 12 EVALUATION OF PRICE

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

GI 13 LIMITATION OF SUBMISSIONS

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

5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 14 LICENSING REQUIREMENTS

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

GI 15 REJECTION OF OFFER

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

2. Where Canada intends to reject an offer pursuant to subsection 1.(f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

GI 16 NOT APPLICABLE

GI 17 INSURANCE REQUIREMENTS

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

GI 18 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Offerors who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Contracting Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

PWGSC will delete offers delivered after the stipulated solicitation closing date and time. For offers submitted using Canada Post Corporation's CPC Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late offer, will be deleted. Records will be kept documenting the transaction history of all late offers submitted using CPC Connect.

GI 20 LEGAL CAPACITY

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

GI 21 DEBRIEFING

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

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Contracting Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c) If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the

amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

2. If the Offeror is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a) the Offeror identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b) the Offeror authorizes the use of the information for this requirement.

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

2. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
3. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
4. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
5. In the event that an offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

GI 23 NOT APPLICABLE

GI 24 PERFORMANCE EVALUATION

Offerors shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form

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

GI 25 OFFER COSTS

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

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a) if the Offeror, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Offeror, any of its sub-consultants, any of their respective employees or former employees had access to information related to the solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 27 LIMITATION OF LIABILITY

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

GI 28 STATUS AND AVAILABILITY OF RESOURCES

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

GI 29 CODE OF CONDUCT FOR PROCUREMENT – OFFER

The Code of Conduct for Procurement provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Offeror is certifying that it is complying with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

GI30 BID CHALLENGE AND RECOURSE MECHANISMS

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

PART 3 - STANDING OFFER PARTICULARS (SP)

SP 1 GENERAL

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

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

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

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum of \$600,000.00 (Applicable Taxes included) for Salmonid Hatchery sites, and a maximum of \$60,000 (Applicable Taxes included) for all other sites. The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 50% of the business for the top ranked consultant, 30% for the 2nd ranked consultant, and 20% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

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

SP 6 INVOICING

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

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

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

GC 1 DEFINITIONS

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

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

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

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

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.
3. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 7 SUSPENSION

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

2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the Consultant may agree that the performance of the Services shall be continued by the Consultant, and the Consultant shall resume performance of the Services, subject only to such terms and conditions agreed upon by Canada and the Consultant in writing.
5. If Canada and the Consultant do not agree that performance of the Services shall be continued by the Consultant, or upon the terms and conditions under which the Consultant shall continue the Services, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 TERMINATION

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs provisions in [TP 9 of clause 9998DA, Terms of Payment](#).

GC 9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made an offer to the *Consultant's* creditors nor filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, or
 - b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made an offer to the *Consultant's* creditors or filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the offer or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.

5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in [TP 2 of clause 9998DA, Terms of Payment](#), and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 10 TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT

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

GC 11 NATIONAL OR DEPARTMENTAL SECURITY

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
 - b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project

Technical Documentation on another project without the written consent of the *Departmental Representative*.

GC 12 RIGHTS TO INTELLECTUAL PROPERTY

1. Definitions

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

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

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in another project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry

practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

- a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3

shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.

- b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

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

Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 13 CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5. The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project.

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

GC 14 STATUS OF CONSULTANT

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

GC 15 DECLARATION BY CONSULTANT

The *Consultant* declares that:

- a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental*

Representative to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and

- b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 INSURANCE REQUIREMENTS

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the *Services*.

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the *Services* but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the *Services* until five (5) years after their completion.
- b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

GC 17 RESOLUTION OF DISAGREEMENTS

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:

- a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
 4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
 5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
 6. Within fourteen (14) days of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
 7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
 8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
 9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 AMENDMENTS

The Standing Offer or any resulting Call-up may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by the *Consultant* and the Contracting Authority.

GC 19 ENTIRE AGREEMENT

The Standing Offer and Call-up constitutes the entire and only agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Standing Offer and/or Call-up. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Standing Offer and Call-up.

GC 20 CONTINGENCY FEES

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Standing Offer and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC 21 HARASSMENT IN THE WORKPLACE

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the [Treasury Board Web site](#).
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 TAXES

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid

submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 CHANGES IN THE CONSULTANT TEAM

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

GC 24 JOINT AND SEVERAL LIABILITY

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

GC 25 PERFORMANCE EVALUATION - CONTRACT

1. The performance of the Consultant during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. design
 - b. quality of Results
 - c. management
 - d. time
 - e. cost
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a) For an overall rating of 85% or higher, a congratulation letter is sent to the Consultant.
 - b) For an overall rating of between 51% and 84%, a standard "meets expectations", letter is sent to the Consultant.
 - c) For an overall rating of between 30% and 50%, a warning letter is sent to the Consultant indicating that if, within the next two years from the date of the letter, they receive 50% or less on another evaluation, the Consultant may be suspended from any new Public Works and Government Services Canada (PWGSC) solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d) For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.
 - e) When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), is used to record the performance.

GC 26 INTERNATIONAL SANCTIONS

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (https://www.international.gc.ca/world-monde/international_relations-

[relations_internationales/sanctions/current-actuelles.aspx?lang=eng](#)).

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

GC 27 INTEGRITY PROVISIONS - STANDING OFFER

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

GC 28 CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER

The Consultant agrees to comply with the Code of Conduct for Procurement ([Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#)) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

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

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

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support. If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC01 Comprehensive Land Claims Agreement

This Regional Individual Standing Offer (RISO) can be used for delivery requirements to locations across British Columbia and Yukon, including those within Comprehensive Land Claims Settlement Areas.

As the exact destination will only be known at the call-up stage, any of these Comprehensive Land Claims Agreements may apply:

- Champagne and Aishik First Nations Final Agreement
- Carcross/Tagish First Nation Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Kwanlin Dun First nation Final Agreement
- Kluane First Nation Final Agreement
- Little Salmon/Carmacks First Nation Final Agreement
- Selkirk First Nation Final Agreement
- Tr'ondek Hwech'in Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Vuntut Gwich'in First Nation Final Agreement

SC02 LANGUAGE REQUIREMENTS

1. Communication between *Canada* and the *Consultant* shall be in the language of choice of the *Consultant* team, which shall be deemed to be the language of the Consultant's offer submitted in response to the RFSO.
2. The Consultant's *services* during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's *services* during construction shall be provided in the language of choice of the *Contractor*. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.

SC 03 SECURITY REQUIREMENTS

No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).

Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

PART 6 - TERMS OF PAYMENT (TP)

TP 1 FEES

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in [Part 8, Calculation of Fees 2000DA](#).
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

TP 2 PAYMENTS TO THE CONSULTANT

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

7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 DELAYED PAYMENT

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

TP 4 CLAIMS AGAINST AND OBLIGATIONS OF THE CONSULTANT

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
 - a) by a court of legal jurisdiction, or
 - b) by an arbitrator duly appointed to arbitrate the said claim, or
 - c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
 - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) *days* of the date on which the claimant
 - (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. In the event of a suspension of any *Services* pursuant to [GC 7 of clause 0220DA](#), General Conditions, *Canada* shall pay:

- a) for clarity, an amount based on these Terms of Payment, for Services satisfactorily performed before the date of suspension; and
 - b) those out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to [GC 7 of clause 0220DA, General Conditions](#).

TP 9 TERMINATION COSTS

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

TP 10 DISBURSEMENTS

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;

- (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - (d) plotting;
 - (e) presentation material;
 - (f) parking fees;
 - (g) taxi charges;
 - (h) travel time;
 - (i) travel expenses; and
 - (j) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
- a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
 - d) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

PART 7 - CONSULTANT SERVICES (CS)

CS 1 SERVICES

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

CS 2 STANDARD OF CARE

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

CS 3 TIME SCHEDULE

The *Consultant* shall:

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

CS 4 PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS

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

CS 5 CHANGES IN SERVICES

The *Consultant* shall:

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

CS 6 CODES, BY-LAWS, LICENCES, PERMITS

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

CS 7 PROVISION OF STAFF

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

CS 8 SUB-CONSULTANTS

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

CS 9 COST CONTROL

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

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

- b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
- 3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

PART 8 - CALCULATION OF FEES (CF)

CF 1 FEE ARRANGEMENT(S) FOR SERVICES

1. The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:

- a) **Fixed Fee:**
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
- b) **Time Based Fee to an Upset Limit:**
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.

2. Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to the *Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the *Departmental Representative* with the approval of Canada.

CF 2 PAYMENTS FOR SERVICES

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

PART 9 – REQUIRED SERVICES (RS)

RS 1 Introduction

- RS 1.0 Introduction
- RS 1.1 General Objectives
- RS 1.2 Roles and Responsibilities
- RS 1.3 Coordination with DFO/CCG
- RS 1.4 Project Response Time

RS 2 Scope of Services

- RS 2.1 Investigation, Inspection and Report
- RS 2.2 Condition Report
- RS 2.3 Analysis of Project Scope of Work
- RS 2.4 Design Concept
- RS 2.5 Design Development
- RS 2.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
- RS 2.7 Tender Call, Bid Evaluation and Construction Contract Award
- RS 2.8 Construction and Contract Administration
- RS 2.9 Post-Construction Warranty Review
- RS 2.10 Commissioning

RS 3 Additional Services (As Required)

- RS 3.1 Planning Support
- RS 3.2 Stand Alone Specifications

RS 1 INTRODUCTION

The Required Services generally describes the various services that the Offeror may be requested to perform during the Contract. Specific work requirements for each call-up will be detailed in the call-up form and a specific statement of work issued by a DFO Real Property Safety and Security (RPSS) Technical Support Departmental Representative.

RS 1.1 General Objectives

- .1 The services will support Fisheries and Oceans Canada Pacific Region RPSS Technical Support and the Canadian Coast Guard. Individual call-ups will include one or more of the Required Services listed in Section 2.0 – Scope of Services broadly related to Fisheries Engineering services for projects located in British Columbia and Yukon.
- .2 Services must be complete and identify all major issues that will have a significant impact on the project. Services may require the engagement of sub-consultants.
- .3 When applicable, incorporate sustainability principles in project solutions.
- .4 For any or all of the Required Services listed in Section 2.0 – Scope of Services the Consultant may be required to:
 - a. Attend/Chair project status meetings during the life of the project, prepare and distribute minutes in a timely fashion.
 - b. Submit project progress reports.
- .5 When client requested changes 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.
- .6 Unless otherwise indicated in the Call-Up, provide one (1) paper copy of all deliverables plus one electronic version in PDF (Adobe). Provide specifications using Microsoft Word “doc” files, and provide drawings in AutoCAD (dwg) and Adobe (PDF) format.
- .7 All documents (drawings and specification) are to be produced in accordance with Appendix C – Doing Business with PSGSC and at project delivery stage as described in each individual Call-up.
- .8 The schedule for the delivery of services will be determined at the time of each individual Call-up.
- .9 When requested, all documentation including drawings, specifications, reports as well as all bidder questions shall be in both official languages (English and French)

RS 1.2 Roles and Responsibilities

.1 Departmental Representative or Authorized Technical Services Project Manager

The Departmental Representative or Authorized Technical Services Project Manager (ATSPM), 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.

.2 Consultant

- .1 Be responsible for gathering, identifying and documenting the needs of the client department and incorporating those needs into the required project deliverables.
- .2 Establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
- .3 Deliver the project within the time frame and assigned budget in accordance with the approved plan.
- .4 Upon execution of the Consultant Call-Up, be responsible for producing all work described in the call-up document, in a conscientious and professional manner.
- .5 Coordinate project requirements with any other current and planned projects work that may be underway.
- .6 Upon request, be responsible for the assembling and engagement of the complete design team required to carry out the work

.3 Consultant Personnel

- .1 **Project/Standing Offer Manager**
Responsible for the management of engineering projects, including adherence to project scope, time, and budget. The Project/Standing Offer Manager is responsible for ensuring quality of work and deliverables; assigning appropriate types and levels of human resources; maintaining clear and consistent communications between the Project Manager and all other appropriate parties; managing project risk; procurement of supplementary equipment or services as required to complete the project. The Project/Standing Offer Manager provides technical advice and senior technical review and shall be a professional engineer registered with Engineers and Geoscientists of British Columbia (EGBC) or Engineers Yukon (EY) in a related discipline with 10 or more years of engineering **and** project delivery experience.
- .2 **Senior Engineer**
A professional engineer registered with EGBC or EY in a related discipline with 10 or more years of engineering **or** project delivery experience.
- .3 **Registered Professional Biologist**
A registered professional biologist with the College of Applied Biology in a related discipline with between 4 and 10 years of aquaculture, salmonid or equivalent experience.
- .4 **Intermediate Engineer**
A professional engineer registered with EGBC or EY in a related discipline with between 4 and 10 years of engineering **or** project delivery experience.
- .5 **Engineering Technologist**
An engineering technologist registered with ASTTBC in a related discipline with more than 4 years of engineering **or** project delivery experience.
- .6 **CADD/Drafting Technician**
Responsible for production of CADD designs, site, facility plans, as-built drawings and other engineering documents using AutoCAD software.

RS 1.3 Coordination with DFO/RPSS

- .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. Do not communicate with the client department unless so authorized in writing by the Departmental Representative.
- .3 Ensure all communications carry the DFO/RPSS Project Title, Project Number and File Number.
- .4 Advise the Departmental Representative of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. Detail the extent and reasons for the changes and obtain written approval before proceeding.

RS 1.4 Project Response Time

- .1 It is a requirement of all projects covered under this Standing Offer that the prime Consultant project working staff and their proposed Sub-consultants should be personally available to attend meetings and respond to inquiries within half (½) a day of the Departmental Representative's request, in the locality of the place of the work from the date of the award of the Consultant call-up until final inspection and turnover.
- .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 Upon receipt of potential call-up documentation, the Consultant may be asked by DFO/RPSS to prepare and present the fee proposal within 10 business days. When such a request is made by DFO/RPSS, failure by the consultant to present the fee proposal within 10 business days will result in the Consultant being bypassed. DFO/RPSS will proceed to the next Consultant of the Standing Offer.

RS 2 SCOPE OF SERVICES

Required Services

Call-ups may include any or all of the following services for projects located in British Columbia and Yukon. The services will be broadly related to Fisheries Engineering. Some call ups may also require the consultant to provide prime consultant services for multidisciplinary projects, where coordination of work with other disciplines will be led by the assigned Civil, Environmental or Mechanical consultant. Specific services will be identified in each call up:

1. Investigation, Inspection and Report.
2. Condition Report
3. Analysis of Project Scope of Work
4. Design Concept
5. Design Development
6. Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

7. Tender Call, Bid Evaluation and Construction Contract Award
8. Construction and Contract Administration
9. Post-Construction Warranty Review
10. Commissioning

RS 2.1 Investigation, Inspection and Report

1. Provide feasibility analysis and prepare the report which includes the results of site investigations and review of the project.
2. Detail location and capacity of existing aquaculture systems and facilities. Identify all potential hazards to salmonids, other marine life that falls under DFO mandate, existing aquaculture facilities, and potentials and constraints with the existing systems and facilities.
3. Prepare reports recommending alternative remedial measures for existing deficiencies and the associated cost and schedule implications of each option.

RS 2.2 Condition Report

1. Investigate and assess various factors including but not limited to deferred maintenance; curable/incurable equipment obsolescence; design problems and deficiencies that affect the water distribution, aquaculture systems, or facilities and other fish related infrastructure; including but not limited to, compliance with the latest edition/revision of current relevant salmonid, water management, and health and safety standards and codes; compliance with local aquaculture by-laws both federally, provincially and municipally.
2. The essential components of a condition report include:
 1. description of existing aquaculture systems, facilities and other fish related infrastructure, including elemental breakdown of the systems components; these could include but are not limited to fish hatcheries, spawning channels, science facilities or other fish infrastructure such as fish ladders or habitat improvements.
 2. description of existing conditions of all systems components;
 3. evaluation of the conditions of all systems components;
 4. recommendation of what to do with the elements under consideration;
 5. minimum three (3) options to be presented to provide alternatives for consideration;
 6. priority of work (mandatory, cyclical, optional);
 7. estimated implementation cost (Class D).

RS 2.3 Analysis of Project Scope of Work

1. Analyze the Project Brief and communicate any noted problems or the need for more information, clarification or direction.
2. Visit the site to assess current conditions, surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.

3. 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 on termination of the contract.

RS 2.4 Design Concept

1. Submit the design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements.
2. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project, and
3. Provide copies of all design concept documents in the type and number specified in Section 1.1.
4. Develop alternative solutions which accommodate the Client User Program. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
5. Provide option analysis (with minimum of three (3) options) complete with life cycle cost analysis.

RS 2.5 Design Development

After acceptance of the schematic design concept documents, prepare and:

1. Develop and co-ordinate 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. Drawings will include designs of all aquaculture systems, facilities and other fish related infrastructure, and delineate all materials and techniques. Drawing type will include plans, elevations, sections and perspectives.
2. Submit the design development documents in sufficient detail to define the size, intent and character of the entire Project;
3. Submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan and Project Schedule;
4. Provide copies of all design development documents in the type and number specified in Section 1.1.

RS 2.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

After acceptance of the design development documents, prepare, develop and co-ordinate the construction documents for review and discussions with the client department. Documents will include complete, comprehensive and coordinated detailed drawings and specifications.

1. Submit for review the construction documents detailing the requirements for the construction of the Project at each stage of production as specified in each Call-Up;
2. Submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of production;
3. Provide copies of all construction documents submitted;

4. Prepare a Class A Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule;
5. Complete Letters of Assurance and assist the client department with permit applications as necessary.

RS 2.7 Tender Call, Bid Evaluation and Construction Contract Award

2.7.1 Tender Call

In addition to the electronic Word and AutoCAD files, provide one (1) complete hard copy set of the approved working drawings and one (1) set of the approved specifications, properly bound and covered.

On request:

1. Provide the information required for interpretation and clarification of the construction documents;
2. Assist in the evaluation and approval of equivalent alternative materials, methods and systems;
3. Assist with the preparation of addenda;
4. Attend job or site showings as required.

2.7.2 Bid Evaluation and Construction Contract Award

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

On request:

1. Review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
2. Provide information to support price negotiations.

RS 2.8 Construction and Contract Administration

2.8.1 Construction Schedule

1. 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;
2. Monitor and report the progress of the construction;
3. 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.

2.8.2 Construction Meetings

1. Advise the Contractor to hold and attend construction meetings as required by the Construction

Contract;

2. Advise regarding the dates and times of the proposed meetings;
3. Attend all such meetings;
4. Maintain an ongoing record of the proceedings with action items and follow up of such meetings.

2.8.3 Clarification and Interpretation

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.

2.8.4 Shop Drawings

1. Specify in the construction documents the shop drawings that are to be submitted by the Contractor;
2. Review in a timely manner the shop drawings, samples and product data 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;
3. Provide one (1) copy when such conformity is confirmed.

2.8.5 Testing and Inspection

1. Recommend the need for, and review, test reports of materials or construction;
2. Recommend quality assurance testing to be undertaken during construction, evaluate the results and advise accordingly;
3. Request the Contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction Contract, and advise accordingly;
4. Specify in the construction documents product and performance testing to be undertaken by the Contractor.

2.8.6 Site Visits

1. Make field reviews of the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents;
2. Record and report 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;
3. Recommend the action to be taken.

2.8.7 Changes to Construction Contract

1. Submit all requests and recommendations for changes to the Construction Contract and their implications for approval;

2. Obtain quotations from the Contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations.
3. The Departmental Representative shall issue Change Orders for all approved changes.

2.8.8 Contractor's Progress Claims

1. 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 prior to the Contractor's first progress claim;
2. 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 for approval and processing; and
3. 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.

2.8.9 Interim Completion of the Project

1. Review the construction with the Departmental Representative and the Contractor, and record all unacceptable and incomplete work detected;
2. Complete and co-ordinate all Letters of Assurances as required;
3. Request, review for completeness and adequacy and submit all operation and maintenance manuals or items to be provided by the Contractor, in accordance with the Construction Contract;
4. Prepare and submit for approval, 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.

2.8.10 As-built and Record Drawings

Before issuance of the Final Certificate of Completion:

1. Provide one (1) paper set and two (2) electronic disk sets of record drawings (file formats as per Section 1.1.6);
2. Verify that record drawings incorporate 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;
3. Verify that record drawings are labelled "Record", dated and signed by the Consultant;
4. Provide a marked-up copy of the specifications recording changes related thereto.

2.8.11 Final Completion of the Project

1. Advise the Departmental Representative when the construction has been completed in general conformity with the Construction Contract;

2. Make a final review of the construction with the Departmental Representative and the Contractor and, if satisfactory, prepare and submit 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 manufacturer's and supplier's warranties.

RS 2.9 Post-Construction Warranty Review

1. If requested, review any defects during the Contractor's warranty period;
2. 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
3. At the end of any warranty period, carry out a final review of the Project and report 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 2.10 Commissioning

The Consultant shall provide the commissioning services to verify that the Department's functional requirements are correctly interpreted during the design stage, and that the systems operate consistently at the peak efficiencies, under all normal load conditions, and within the specified energy budget. The services shall include but not be limited to the following activities:

1. Review and co-ordinate Systems Operations Manual (SOM). Content of SOM and Contractor's Operation and Maintenance (O&M) manual shall be in accordance with Project Commissioning Manual;
2. Observe various checks and tests and review reports to determine if the new aquaculture systems, facilities and other fish related infrastructure function in accordance with the contract documents;
3. Identify Contractor and Sub-contractor commissioning, performance verification (PV) and testing responsibilities;
4. PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Commissioning Manager.
5. Obtain a training plan for the O&M staff to be trained on the operations of the new aquaculture systems, facilities and other fish related infrastructure. The training plan will recognized both short-term and long term requirements and shall employ both hard copy and visual techniques.

RS 3 ADDITIONAL SERVICES (AS REQUIRED)

Upon request these services may be required, including but not limited to the following:

RS 3.1 Planning Support

1. Provide Consultative Functional Programming services including detailed space analysis and report with clearly defined client objectives and requirements.
2. Indicative design and advisory services.

RS 3.2 Stand Alone Specifications

PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Offers

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

1.3 Calculation of Total Score

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

Technical Rating	X	90%	=	Technical Score (Points)
Price Rating	X	10%	=	Price Score (Points)
Total Score				Max. 100 Points

SRE 2 OFFER REQUIREMENTS

2.1 Offer via CPC Connect service

Suppliers are required to use the CPC Connect service provided by Canada Post Corporation to transmit their offer electronically. Canada requests that offerors submit their offers in accordance with section GI10, Submission of offer, of the General Instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Offer;

Section II: Price Offer.

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

2.2 Specific Requirements for Offer Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty-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 offer, provided they are free of all other text and/or graphics
- Table of Contents
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions –Required Documentation
- Front page of the Request for Standing Offer document

- Front page of revision(s) to the Request for Standing Offer document
- Price Offer Form (Appendix B)

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Offerors must complete, sign and submit the following:

- a) [Appendix A, Declaration / Certifications Form](#) as required.

3.1.2 Licensing, Certification or Authorization

The Offeror shall be authorized to provide Fisheries Engineering Services and must include an engineer and an engineering technologist specializing in aquaculture, fish rearing systems or environmental engineering 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 British Columbia and Yukon. All engineers shall be registered in good standing with Engineers and Geoscientists of British Columbia (EGBC) or Engineers Yukon (EY) and all technologists shall be registered in good standing with the Association of Applied Science Technologists and Technicians of British Columbia (ASTTBC).

If the Offeror is licensed to practise in only one of the two provinces or territories then that Offeror must be eligible and willing to be licensed in the province or territory in which they are not licensed.

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

3.1.3 Integrity Provisions – Required documentation

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

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

1. *What we are looking for:*

A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.

2. *What the Offeror should provide:*

- a) scope of services - detailed list of services;
- b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
- c) broader goals (federal image, sustainable development, sensitivities);
- d) risk management strategy;
- e) project management approach to working with 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 Offeror should provide:*

A description of:

- a) Roles and responsibilities of key personnel;
- b) Assignment of the resources and availability of back-up personnel;
- c) Management and organization (reporting structure);
- d) The firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
- e) The design technologies which the firm will apply to develop design documents;
- f) Quality control techniques and coordination of the design work between all required disciplines; and
- g) How the team intends to meet the 'Project Response Time Requirements'.

3.2.3 Past Experience

1. *What we are looking for:*

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

2. *What the Offeror should provide:*

- a) A brief description of a maximum of three (3) significant projects completed over the last five (5) years by the Offeror:

- i) one project must have had a total construction cost of at least \$100,000.00;
- ii) one project must have been located in a remote location;

A remote location is a work location where the nearest established community with a population of 1,000 or more is no closer than 80 kilometers by the most direct route normally travelled to that location.

In addition, it must be missing one or more traditional transportation linkages such as:

- the availability of transportation (paved or gravel road or designated water taxi or ferry to site);
- the distance from an established community; and
- the time required to travel that distance.

Reviewing the publicly available information on Fisheries and Oceans Canada and the Canadian Coast Guard's Infrastructure portfolio and applying this definition should provide clarity.

- iii) one other project of the Offeror's choosing;

- b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
- c) Indicate the dates the services were provided for the listed projects;
- d) Scope of services rendered, project objectives, constraints and deliverables; and
- e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

3. The Offeror (as defined in [General Instructions GI 1](#)) must possess the knowledge on the above projects. Past project experience from entities other than the Offeror will not be considered in the evaluation unless these entities form part of a joint venture Offeror.
4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Senior Personnel Expertise and Experience (1 Project/Standing Offer Manager and 1 Senior Engineer)

1. *What we are looking for:*

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

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

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

3.2.5 Project Personnel Expertise and Experience (1 Registered Professional Biologist, 1 Intermediate Engineer, and 1 Engineering Technologist)

1. *What we are looking for:*

A demonstration that the Offeror has project personnel with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section, including personnel that have P.Eng. registration with Engineers and Geoscientist BC (EGBC) or Engineers Yukon (EY).

2. *What the Offeror should provide:*

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

3.3 EVALUATION AND RATING

Offers that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0 - 10	0 - 10
Team Approach / Management of Services	1.5	0 - 10	0 - 15
Past Experience	2.5	0 - 10	0 - 25
Senior Personnel Expertise and Experience	2.5	0 - 10	0 - 25
Project Personnel Expertise and Experience	2.5	0 - 10	0 - 25
Total	10.0		0 - 100

Generic Evaluation Table

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

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

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

No further consideration will be given to Offerors not achieving the pass mark of fifty (50) points.
SRE 4 PRICE OF SERVICES

All price offers corresponding to responsive offers which have achieved the pass mark of fifty (50) points will be considered upon completion of the technical evaluation. When there are three or more responsive offers, an average price is determined by adding all the price offers together and dividing the total by the

number of price offers being opened. This calculation will not be conducted when one or two responsive offers are received.

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

The remaining price offers are rated as follows:

1. The lowest price offer receives a Price Rating of 100
2. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price offers receive a Price Rating of 0.
3. On the rare occasions where two (or more) price offers are identical, the matching price offers receive the same rating and the corresponding number of following ratings are skipped.

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

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

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offerors submitting the highest ranked offers will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected. Canada reserves the right to issue up to three (3) Standing Offers.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- ☐ Offer - one (1) electronic document attached to the message
 - ☐ Declaration / Certifications Form - completed and signed form provided in Appendix A
 - ☐ Integrity Provisions – Required documentation – **as applicable**, in accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per [General instructions to Offerors \(GI\)](#), [Integrity Provisions – Offer, section 3a](#).
 - ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per [General instructions to Offerors \(GI\)](#), [Integrity Provisions – Offer, section 3b](#).
 - ☐ Offer
 - ☐ Front page of Request for Standing Offer
 - ☐ Front page of Revision(s) to a Request for Standing Offer

Solicitation No. - N° de l'invitation
F521A-221656/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-2-45002

CCC No./N° CCC - FMS No./N° VME

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

Solicitation No. - N° de l'invitation
F521A-221656/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
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TPV-2-45002

CCC No./N° CCC - FMS No./N° VME

APPENDIX A - DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 4)

Name of Offeror:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

___ Sole Proprietorship

___ Partnership

___ Corporation

___ Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers:

Other Professionals _____

Technical Support _____

Other _____

Declaration / Certifications Form (page 2 of 4)

Former Public Servant (FPS) - Certification

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Declaration / Certifications Form (page 3 of 4)

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

Solicitation No. - N° de l'invitation
F521A-221656/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-2-45002

CCC No./N° CCC - FMS No./N° VME

Declaration / Certifications Form (page 4 of 4)

Name of Offeror:

This Declaration forms part of the offer.

Education, Professional Accreditation and Experience:

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

DECLARATION:

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

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

The above declaration/certifications should be completed and submitted with the offer, but may be submitted afterwards as follows: if any of these required declaration/certifications are not completed and submitted with the offer, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the declaration/certifications within the time frame provided will render the offer non-responsive.

APPENDIX B - PRICE OFFER FORM

INSTRUCTIONS

1. Complete price offer form and submit in accordance with the instructions in this solicitation.
2. Price offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. For each of the Categories of Personnel listed in the table below, to ensure that fair and competitive hourly rates are received for each position, the following requirements must be strictly adhered to:
 - a) Offerors must provide an hourly rate for each position that meets the following requirements:
 - i. the hourly rate must not be a nominal value and should reflect compensation typically paid for such position; and
 - ii. failure to insert an hourly rate for each position listed will render your offer non-responsive.
 - b) For the categories where Senior and Intermediate Personnel are requested, the hourly all-inclusive rate must meet the following requirement:
 - i. the hourly rate of the Senior personnel must be greater or equal to the hourly rate of the Intermediate personnel.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses:
 - (a) Travel-related expenses associated with the delivery of services will be calculated from DFO's Vancouver Office - 401 Burrard Street, Vancouver, BC V6C 3S4 - or from the Consultant's office to the project site, whichever is closer.
 - (b) Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the above locations are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

APPENDIX B - PRICE OFFER

Name of Offeror: _____

Address: _____

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B	Fixed Hourly Rates * Year 3	A x D
Project / Standing Offer Manager	20%	\$	\$	\$	\$
Senior Engineer	20%	\$	\$	\$	\$
Registered Professional Biologist	20%	\$	\$	\$	\$
Intermediate Engineer	20%	\$	\$	\$	\$
Engineering Technologist	10%	\$	\$	\$	\$
CADD / Drafting Technician	10%	\$	\$	\$	\$
SUB-TOTALS			\$		\$
MULTIPLIED BY			66%		34%
TOTAL FOR EVALUATION PURPOSES			\$	+	\$ = \$

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

END OF PRICE OFFER FORM

Solicitation No. - N° de l'invitation
F521A-221656/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
TPV031

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

File No. - N° du dossier
TPV-2-45002

CCC No./N° CCC - FMS No./N° VME

APPENDIX C – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

(attached separately)