



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency**  
**BID RECEIVING UNIT**  
**111 Water Street East**  
**Cornwall, Ontario**  
**K6H 6S3**

**REQUEST FOR A SUPPLY ARRANGEMENT**

**DEMANDE POUR UN ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Supply Arrangement on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une arrangement en matière d'approvisionnement au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaries**

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Parks Canada Agency  
 111 Water Street East  
 Cornwall, Ontario  
 K6H 6S3

<b>Title-Sujet</b> <b>Cultural Resource Management: Research, Writing and Analysis in support of National Historic Sites and Federal Heritage Buildings Policies and the Parks Canada Program.</b>	
<b>Solicitation No. - No. de l'invitation</b> 10090215	<b>Date</b> November 17, 2014
<b>GETS Reference No. - No de reference de SEAG</b>	
<b>Client Reference No. - No. de référence du client</b>	
<b>Solicitation Closes</b> <b>L'invitation prend fin -</b>  <b>at - 2:00 PM</b> <b>on - March 31, 2016</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>Eastern Standard Saving</b> <b>Time (EST)</b>
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>  Lynn Kalp lynn.kalp@pc.gc.ca	
<b>Telephone No. - No de téléphone</b>  613-938-5803	<b>Fax No. - No de FAX:</b>  877-558-2349
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b>  <b>See Herein</b>	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur :</b>	
<b>Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
_____	_____
<b>Name</b>	<b>Title</b>
_____	_____
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts:

Part 1, General Information;

Part 2, Supplier Instructions;

Part 3, Arrangement Preparation Instructions;

Part 4, Evaluation Procedures and Basis of Selection;

Part 5, Certifications;

Part 6:

6A, Supply Arrangement,  
6B, Bid Solicitation,  
6C, Resulting Contract Clauses; and,  
Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Supply Arrangement Information and Call-up procedures, Insurance Requirements, Areas of Service and Ceiling Pricing, Conditions Precedent to issuance of a Supply Arrangements.

## **2. Summary**

Parks Canada Agency has a Request for Supply Arrangements (SA)'s for the provision of Research, Writing and Analysis services. Services required in support of the Historic Sites and Monuments Board of Canada, the Federal Heritage Buildings Review Office, and the Parks Canada Program.

The established list of Contractors will remain in effect until March 31, 2016. Supply Arrangement will contain an option to extend the period for two additional periods of one year.

The Contractors will be invited to provide quotation on specific requirements valued up to \$400,000.00. Further details can be found in Annex "A" – Supply Arrangement Information and Call-up Procedures.

### **2.1. Outline of the Supply Arrangement Process**

Supply Arrangements will permit the expeditious processing of contracts for required services.

Suppliers, who are issued a Supply Arrangement, will have agreed to all applicable terms and conditions as well as applicable specifications (see ANNEX "A") in advance of any contract award. Furthermore, the suppliers have been qualified on their meeting mandatory requirements. A Supply Arrangement is not a contract. The Parks Canada Agency is under no obligation to solicit any tenders through the Supply Arrangement. Any level(s) of effort specified herein is an approximation of requirements given in good faith.

#### **Two Phase Procurement Process**

It is Canada's intention, by issuance of this Request for Supply Arrangement (RFSA) over the

Government Electronic Tendering Service (Buy & Sell), to establish/maintain a List of contractors capable of satisfying the work as described herein at Annex "B".

Phase 1: is the action of soliciting offers from suppliers capable of providing specified services from which

Canada intends to establish Supply Arrangements with those Contractors whose offer meets all the mandatory requirements of this RFSA and obtain a minimum score as detailed in the Point Rated Criteria section of this RFSA.

Phase 2: is the action of soliciting tenders from suppliers, qualified through the Phase 1 activity, for requirements identified on an as-and-when-requested basis by Parks Canada. Any contracts that arise from the Phase 2 activity must satisfy the requirements of the solicitation. To solicit proposals for a particular requirement, Parks Canada will issue a "Request for Proposal" (RFP) to suppliers from the List of Qualified

Suppliers. Suppliers must submit their tenders according to the instructions in each RFP. The proposals will be evaluated by Canada according to the method stated in the RFP. The successful bidder will be awarded a contract. Each contract awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

This Request for Supply Arrangements does not commit The Parks Canada Agency to authorize the utilization of a Supply Arrangement.

### **3. Security Requirement**

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

#### **4. Canadian Content**

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T 2010/01/11 Canadian Content Definition

### **PART 2 - SUPPLIER INSTRUCTIONS**

#### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSAs) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSAs and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 2014/09/25 Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSAs.

#### **2. Submission of Arrangements**

Arrangements must be submitted only to Parks Canada, Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements. Bidders must ensure that the solicitation number, closing date and time are clearly marked on all envelopes or parcels.

Bid Receiving Unit  
Parks Canada Agency  
111 Water Street East  
Cornwall, Ontario  
K6H 6S3

##### **2.1 Supply Arrangement Closing Date**

Arrangements can be submitted at any time prior to the closing date indicated on page 1 of the Request for Supply Arrangement. The Contracting Authority will issue Supply Arrangements immediately following receipt and review of submissions to determine compliance with all criteria stated herein.

### **3. Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

### **4. Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section 1: Ceiling Pricing (1 Copy) – Annex “E”

Section 2: Technical Proposal to include sufficient information to support compliance with the Mandatory requirements, CRV’s for each proposed core team member to determine point rating pass or fail (2 copies) and Conditions Precedent to Issuance of Supply Arrangement (1 Copy – Annex “D”).

It is essential that the elements contained in a submission for supply arrangement are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidders disadvantage.

Prices must appear in Section I only. No prices must be indicated in any other section of the arrangement.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Submissions will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical criteria, mandatory requirements and evaluation criteria. An evaluation team composed of representatives of Parks Canada Agency will evaluate the arrangements. After reviewing the Contractor's response to the Request for Supply Arrangement only contractors who meet mandatory requirements and achieve a minimum of 70% during evaluation will be considered for the Supply Arrangements. Refer to Annex "C" for further details.

### **2. Issuance of a Supply Arrangement**

Upon compliance with the Conditions Precedent to Issuance, the compliant Contractors will be issued a Supply Arrangement.

### **3. Rejection and Non-acceptance of Arrangements**

- 3.1.1 Parks Canada Agency reserves the right to:
- (a) Reject any or all offers received in response to this RFSA; and
  - (b) Cancel and/or reissue this requirement at any time.

3.1.22 Rejection of offers shall take place during the evaluation. Rejection may be due to incompleteness or failure to provide all the information required in Annex "E" of the RFSA. In the event that an offer is rejected, the Contractor has the opportunity to resubmit an amended offer in order to achieve compliance up to the final closing date of the Request for Supply Arrangement

### **4. Security Requirement**

For work in specified areas contractors and all employees and sub-contractors working within the specified areas will be required to undergo a Criminal Records Check prior to commencement of any work. The requirement for a CPIC will be clearly indicated on any applicable Request for Proposal (RFP) issued by Parks Canada. Information on the Canadian Police Information Centre (CPIC) is available on the following web site: [www.cpic-cipc.ca/English/index.cfm](http://www.cpic-cipc.ca/English/index.cfm)

## **PART 5 - CERTIFICATIONS**

### **1. Certifications Precedent to Issuance of a Supply Arrangement**

The certifications and information should normally be submitted with the arrangement, but may be provided afterwards. Canada may declare an arrangement non-compliant if the certifications and information is not submitted or completed when requested. Where Canada intends to reject an arrangement pursuant to this paragraph, the Supply Arrangement Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with

the request of the Supply Arrangement Authority and meet the requirement within that time period will render the arrangement non-compliant.

Compliance with the certifications the Contractor provides to Canada is subject to verification by Canada during the arrangement evaluation period (prior to Supply Arrangement issuance) and after Supply Arrangement issuance. The Supply Arrangement Authority will have the right to ask for additional information to verify the Bidder's compliance with the applicable certifications before issuance of a Supply Arrangement. The arrangement will be declared non-compliant if it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-compliant.

In order to be considered for issuance of a Supply Arrangement, the Contractor whose Arrangement is technically and financially compliant, must meet the following conditions:

## **2. Bidder's Procurement Business Number**

Canadian suppliers are required to have a Procurement Business Number (PBN) before Contract award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <http://contractscanada.gc.ca>. For non-Internet registration, suppliers may contact the Business Access Canada Info-Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number \_\_\_\_\_,

## **3. Canadian Content Certification**

This procurement is limited to Canadian goods and Canadian services. Bidders should submit this certification completed with their arrangement. If the certification is not completed and or submitted with the arrangement, the Supply Arrangement Authority will so inform the Contractor and provide the Contractor with a time frame within which to submit this completed certification. Failure to comply with the request of the Supply Arrangement Authority and submit the completed certification will render the arrangement non-responsive. The Contractor certifies that a minimum of 80 percent of the total arrangement price consists of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

Annex 7.8 of the *Supply Manual* (<http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter07-e.html#annex 7.8>) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **4. SACC Clauses Incorporated by Reference**

A3050T      2010/01/11      Canadian Content Definition

## **5. Federal Contractors Program for Employment Equity - \$200,000 or more**

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

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

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

The Bidder

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

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

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

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

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

**Signature of authorized representative:** \_\_\_\_\_

## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **A. SUPPLY ARRANGEMENT**

#### **1. Arrangement**

The Supply Arrangement covers the Work described in the Statement of Work at Annex "B"

## **2. Security Requirement**

For work in specified areas contractors and all employees working within the specified areas will be required to undergo a Criminal Records Check prior to commencement of any work. The requirement for a CPIC will be clearly indicated on any applicable Request for Proposal (RFP) issued by Parks Canada. Information on the Canadian Police Information Centre (CPIC) is available on the following web site: [www.cpic-cipc.ca/English/index.cfm](http://www.cpic-cipc.ca/English/index.cfm)

## **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

### **3.1 General Conditions**

2020 2014/09/25 General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

### **3.2 Supply Arrangement Reporting**

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a quarterly basis to the Parks Canada Supply Arrangement Authority.

Quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format is available on the Business Access Canada Website, under "Publications, Manuals, Forms", at the following address: <http://contratscanada.gc.ca/en/index.html>).

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the withdrawal by Canada from the Supply Arrangement, the removal of the Supplier from the list of qualified suppliers and the application of a vendor performance corrective measure.

#### **4. Term of Supply Arrangement**

##### **4.1 Period of the Supply Arrangement**

The period for awarding contracts under the Supply Arrangement is from date of issuance of supply arrangement to March 31, 2016. Parks Canada reserves the right to extend the supply arrangement period for two additional periods of one year.

The period for awarding contracts under the Supply Arrangement begins immediately following issuance of the first Supply Arrangement.

#### **5. Authorities**

##### **5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Name: Lynn Kalp  
Title: Contracts, Procurement and Materiel Management  
Address: 111 Water Street East, Cornwall, Ontario K6H 6S3  
Telephone: 613-938-5808  
Facsimile: 866-246-6893  
E-mail address: lynn.kalp@pc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

##### **5.2 Supplier's Representative**

Name:  
Title:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

#### **6. Identified Users**

The Identified User is: Designated representatives of Parks Canada Agency located in the National Capital Region.

#### **7. On-going Opportunity for Qualification**

This notice will remain on the Government Electronic Tendering Service (Buy & Sell) until March 31, 2016 to allow the continuous addition of qualified suppliers. Should Parks Canada decide to exercise the option to extend the supply arrangement, an amendment will be posted to Buy & Sell extending this date.

## **8. Priority of Documents**

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 2014/09/25, General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "B", Statement of Work;
- (d) Annex "E", Ceiling Pricing
- (e) the Supplier's arrangement dated \_\_\_\_\_

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## **10. Applicable Laws**

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## **B. BID SOLICITATION**

### **1. Bid Solicitation Documents**

Parks Canada will use the Request for Proposal Templates for all requirements.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);

- (e) evaluation procedures and basis of selection;
- (f) conditions of the resulting contract.

## **2. Bid Solicitation Process**

- 2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued an SA.
- 2.2 The bid solicitation will be sent directly to suppliers.
- 2.3 The designated representative of Parks Canada authorized by the Service Centre to generate call-ups against the supply arrangement will be responsible for the bid solicitation process and the award of contracts.
- 2.4 Maximum Call-up not to exceed \$400,000.00 GST Included.

## **C. RESULTING CONTRACT CLAUSES**

### **1. General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

## **ANNEX "A", SUPPLY ARRANGEMENT INFORMATION AND CALL-UP PROCEDURES**

### **A1 General Information**

#### **1.1 Objectives**

The objectives of the Supply Arrangements are:

- I. To establish an open and competitive procurement process for the provision of services;
- II. To minimize the cost of services to Canada and the Industry; and
- III. To pre-establish terms and conditions under which the services will be delivered.

#### **1.2 Outline of the Supply Arrangement Process**

A Supply Arrangement is not a contract. Supply Arrangements include a set of predetermined terms and conditions that will apply to any subsequent contract. The use of Supply Arrangements allows efficient processing of contracts for Construction Service projects because Contractors who are issued a Supply Arrangement will have agreed to all applicable terms and conditions as well as applicable specifications (see Annex "B") in advance of any contract award.

#### **1.3 Compliance Audit**

1.3.1 The Contractor's compliance with information provided as per Annex "D" and "E" may be subjected to verification by government audit, at any time during the period of the Supply Arrangement.

1.3.2 If the Contractor refuses to permit such audit or if such audit demonstrates that the facility or company no longer meets the requirements of the criteria used to evaluate the original proposal, the Supply Arrangement will be immediately suspended until such time as the Supplier demonstrates compliance with the said criteria.

#### **1.4 Withdrawal of Authorization to use the Supply Arrangement Provisions**

1.4.1 If, during the course of the Supply Arrangement, the Supply Arrangement Authority becomes aware that the Contractor is in violation of the terms and conditions of this Arrangement or any associated contract (e.g., either through random inspections or written complaints from Project Authority, the Supply Arrangement Authority may withdraw authorisation to use the Supply Arrangement.

1.4.2 Conditions, which may result in withdrawal of authorisation to use the Supply Arrangement, include:

##### **(a) Unsatisfactory Contractor Performance**

For each incident reported in writing to the Supply Arrangement Authority regarding unsatisfactory Contractor performance such as: poor quality, failure to comply with specifications/drawings, or inadequate warranty, the Contractor shall be asked to provide in writing to the Supply Arrangement Authority within seven (7) calendar days of the request, what corrective actions will be taken to correct the current situation and how the Contractor will mitigate future occurrence of the problem. Parks Canada may withdraw the Supply Arrangement with that Contractor if the Contractor does not rectify their poor performance or there is a second incident of poor performance.



**(b) Non-Response to Requirements (RFP), for Not Quoting, Submitting High Prices Or Unreasonable Delivery**

For each incident reported in writing by the PA/TA to the Supply Arrangement Authority regarding the Contractor not responding to Request for Proposal (RFP) or deliberately quoting a high price in order to avoid receiving a contract, or providing unreasonable delivery dates/lead times the Supply Arrangement Authority will send a notice to the Contractor to explain what corrective measures are required. Should the Contractor fail to remedy the unacceptable bidding practices Parks Canada may withdraw the Supply Arrangement with the Contractor.

1.4.3 Withdrawal of authorisation to use the Arrangement, for whatever reason, does not remove the right of the Parks Canada to pursue other measures that may be available.

**A2 How Does a Supply Arrangement Work? The Two Phase Procurement Process**

**2.1 Phase 1 - How Supply Arrangements will be issued**

Phase 1 is the action, by Parks Canada, of soliciting offers from Contractors to provide Services. Parks Canada intends to issue Supply Arrangements (SAs) to those whose offers meet all the Mandatory Requirements and Conditions Precedent to the Issuance of the Supply Arrangements.

**2.2 Phase 2 - How to Bid on a Requirement**

Phase 2 is the action, by Designated Representatives, of tendering for specific projects on an as-and-when-requested basis. Designated Representatives shall only request a quote from the Contractors who have received Supply Arrangements through Phase 1 and have indicated at Annex "E" a willingness to provide services in the area of where project will commence.

PA/TA from Service Centre will issue a "Request for Proposal" (RFP) to SA Holders who must submit their tenders according to the instructions in each RFP. The proposals will be evaluated by client, according to the method stated in the RFP. The successful bidder will be awarded a contract (Call-up).

Each call-up awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

**A3 Procedures to Invitation to Tender and Contracting**

**3.1 Establishment of Supply Arrangement for Rotational Sourcing**

Parks Canada Service Centre will provide all designated users with the list of Supply Arrangement (SA) Holders. The list shall be sorted in Numerical Order, based on the individual Supply Arrangement number of the SA Holder. It will be the responsibility of the Designated Representatives, to ensure that any additional Supply Arrangement holders are added to the rotation process as applicable. Each designated user group shall maintain a separate list.

**3.2 For all requirements up to an estimated value of \$50,000.00, (applicable taxes included)**

SA Holders shall be contacted using a Rotational Basis, based on the list established under 3.1. Parks Canada Agency shall contact at least one SA Holder by issuing a bid solicitation in the form of a "Request for Proposal" (RFP).

**3.3 For all requirements with an estimated value between \$50,001.00 and \$400,000.00 (applicable taxes included)**

A minimum of 3 SA Holders must be sent a RFP using a Rotational Basis, based on the list established under 3.1.

Contractors not on the list that may wish to be included in the RFP must first submit a tender on the RFSA document available on Buy & Sell. This can be completed at any time prior to the closing date of the RFSA. No additional time will be provided to bidders that have not been pre-qualified prior to the closing date of the individual RFP.

There must be no less than three available Supply Arrangements to proceed with a requirement greater than \$50,000.00. If there has not been a sufficient number of Supply Arrangements issued to achieve maximum competition then the Designated Representative must request a call-up be completed at the Service Centre. The Service Centre will post the RFP on the Government Electronic Tendering Service (MERX).

### **3.4 Invitation to Tender (ITT) Format**

The PA/TA can request prices using any of the following formats:

- Parks Canada approved RFP Template  
Transmission may be made through facsimile, electronic mail, regular mail or courier

### **3.5 Call-up Against the Supply Arrangement Format**

The PA/TA shall issue the Call-up Contract using **any one** of the following methods:

- Parks Canada approved Call-up Against a Supply Arrangement.  
Transmission may be made through facsimile, electronic mail, regular mail or courier. Verbal contracts are not acceptable.

### **3.6 Maximum Individual Call-up Limitation**

Individual Call-up limits must not be exceeded unless it is approved in advance and countersigned by the Supply Arrangement Authority. Projects must not be split to reduce the call-up levels.

The value of any one call-up shall not exceed \$400,000.00 including applicable taxes and all amendments.

### **3.7 Monitoring of Supply Arrangement Use**

Designated representatives shall monitor and adhere to these Supply Arrangement tendering and contracting procedures. Service Centre will conduct random audits of the designated representatives tendering procedures for compliance. Deviation from the procedures stated in the Supply Arrangement may result in the withdrawal of the designated representative's authority to use the Supply Arrangements.

### **3.8 Maximum Amendment Authorities**

For all contracts valued up to \$50,000.00 the maximum allowable amendment amount cannot exceed \$25,000.00

For all contracts valued up to \$400,000.00 the maximum allowable amendment amount cannot exceed \$200,000.00

### **3.9 Limitation of Expenditure**

3.9.1. Canada's total liability to the Contractors under the Supply Arrangements must not exceed \$400,000.00 per year. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

3.9.2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or

(b) four (4) months before the contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3.9.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **ANNEX “B” – GENERIC STATEMENT OF WORK**

### **1.0 PROJECT TITLE**

Cultural Resource Management: research, writing and analysis in support of National Historic Sites and Federal Heritage Buildings policies and the Parks Canada program.

### **2.0 BACKGROUND**

The National Historic Sites Directorate (NHSD) of Parks Canada provides ongoing professional research, writing, editing and analytical services and policy advice to (and in support of) the Historic Sites and Monuments Board of Canada (HSMBC), the Federal Heritage Buildings Review Office (FHBRO), and the Parks Canada program generally (including the research, writing and editing of various internal and public documents related to the management of designated cultural resources). The Directorate is continuing the initiative to clarify the intent of approximately 2,000 designation recommendations of the HSMBC, and create Statements of Significance for Persons, Places and Events of National Historic Significance. The proposed divestiture of federal real property may result in an increase of submissions to the FHBRO, and Statements of Significance for FHBRO-designated buildings must be prepared in accordance with requirements for the Canadian Register of Historic Places.

### **3.0 PURPOSE OF THE PROJECT AND OBJECTIVE**

The National Historic Sites Directorate of Parks Canada is seeking the services of a number of Contractors who can provide services related to Cultural Resource Management under a Supply Arrangement. Establishing a Supply Arrangement will facilitate the timely provision of research, writing, analytical and editorial services in accordance with the requirements of the various clients of the Directorate.

It is understood and agreed that the resulting Supply Arrangement will only be utilized on an as and when required basis. The aggregate value of call-ups which will be made is conditional upon the Agency’s needs. Any call for service shall be initiated by means of a call-up document.

### **4.0 DESCRIPTION AND SCOPE OF THE WORK**

Offer Cultural Resources Management Services to the National Historic Sites Directorate.

4.1 The work may include the following:

- a) Primary and secondary research at the Library and Archives Canada (Ottawa), at federal departmental headquarters and at regional/district libraries and repositories;
- b) Research in specialized repositories such as the National Air Photo Library (Ottawa) and the Central Negative Library of the Department of National Defence (Ottawa)
- c) *In-situ* use of documentary material held in the Canadian Inventory of Historic Building (Gatineau)
- d) *In-situ* consultation and analysis of Parks Canada Central Registry records (Gatineau)
- e) Analysis and synthesis of a variety of Parks Canada documents (including HSMBC Submission reports and Minutes; FHBRO reports and Heritage Character Statements)

4.2 More specifically, the Contractor will provide one or more, or any combination, of the following services:

- a) Writing of Statements of Significance for National Historic Sites and FHBRO-designated buildings
- b) Writing of Heritage Character Statements
- c) Development of standards, documentation procedures, handbooks and pamphlets in support of various NHSD initiatives
- d) Research and writing of HSMBC submission reports
- e) Research and writing of Federal Heritage Buildings Review Office reports
- f) Writing of Historic Sites and Monuments Board of Canada inscriptions
- g) Research and writing of Status of Designation reports (HSMBC)
- h) Writing of Press Backgrounders for HSMBC designations
- i) Editing of various documents listed above

## **5.0 TRAVEL**

The nature of the work required should not necessitate travel. However, consultants may be required to conduct field work occasionally. Travel will be in accordance to Treasury Board Travel Directive, which can be viewed on the Treasury Board Website at <http://tbs-sct.gc.ca>. Approval in advance by the Project Authority is required.

## **ANNEX “C” - EVALUATION CRITERIA AND BASIS OF SELECTION**

### **1. It is the intention of the Crown to evaluate this requirement as follows:**

#### Step 1: Compliance with Mandatory Requirements

Each bid will be examined to determine that it meets the Mandatory Requirements detailed at para 3. Bids which fail to meet any of the Mandatory Requirements will be given no further consideration and will be considered non-compliant. Bids which meet the Mandatory Requirements will move to Step 2.

#### Step 2: Point Rated Criteria

Each bid will undergo a Technical Evaluation of point rated criteria included herein at para 4. Bidders must achieve a minimum score for all sections to be issued a supply arrangement.

#### Step 3: Conditions Precedent to Issuance of Supply Arrangement

Each compliant Bidder will be given written notification to provide the information required in Annex “D”, by a specific date and time. Should the Bidder fail to provide all the information required by the date and time specified, the bid will be considered non-compliant and given no further consideration.

#### Step 4: Issuance of a Supply Arrangement

Upon compliance with the Conditions Precedent to Issuance, the compliant offers will be issued a Supply Arrangement.

### **2. Rejection and Non-acceptance of Offers**

2.1 Parks Canada reserves the right to:

- (a) Reject any or all offers received in response to this RFSA; and
- (b) Cancel and/or reissue this requirement at any time.

2.2 Rejection of offers shall take place during the evaluation. Rejection may be due to incompleteness or non-compliance with the Mandatory Requirements **OR** failure to provide all the information required in Annex "D" of the RFSA. In the event that an offer is rejected, the Bidder has the opportunity to resubmit an amended offer in order to achieve compliance up to the **final closing date of March 31, 2016.**

**3. Mandatory Requirements:**

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-compliant and will receive no further consideration. Bidders must provide the necessary information to support compliance.

	<u>Mandatory Requirements</u>	<u>Compliance</u>		<u>Identify Section of Proposal</u>
		Yes	No	
1	<p>Qualifications Each of the proposed team members must have a University degree in one or more of the following disciplines:</p> <ul style="list-style-type: none"> <li>• Architecture</li> <li>• Architectural History or Art History</li> <li>• Canadian History</li> <li>• Geography</li> <li>• Archaeology</li> <li>• Aboriginal History</li> <li>• English and/or Journalism, with emphasis on writing and editing</li> <li>• Historic preservation or conservation</li> </ul>			
2	<p>Experience Bidders must provide resumes of proposed team members as well as details of two previous similar relevant projects completed or directed by core member(s) within the past 5 years</p>			

**4. Point Rated Criteria**

The proposal must include a CV for each proposed core team member as well as the contribution this person is seen as being able to make to the project.

The successful proposal shall be chosen on the basis of the information requested:

To be considered valid, a bid must have met all mandatory requirements described above and achieve an overall minimum score of 70% and a minimum score of 60% in rated requirements R1 and R2. Bidders must provide detailed information addressing each of the evaluation criteria subject to a point rating as set out in below. Criteria not addressed will be given a score of 0.

	REQUIREMENTS	Max. Score	Min. Score
R1	<p><b>Knowledge and Understanding</b></p> <p>The proposal demonstrates knowledge and understanding of the following:</p> <p><b>A) (20 points)</b></p> <ul style="list-style-type: none"> <li>§ the history of Canadian architecture and the built environment, or a broad knowledge of the history of architectural styles in Canada;</li> <li><b>AND/OR</b></li> <li>§ a particular Canadian historical subject area, or a broad knowledge of several subject areas in the history of Canada;</li> <li><b>AND/OR</b></li> <li>§ Canadian archaeology and Aboriginal history, and of their interrelationship and developments in related fields such as history;</li> <li><b>AND/OR</b></li> <li>§ comprehensive writing and editing expertise in one or more of the above subject areas, with knowledge of Canadian historical and/or architectural history and/or Canadian archaeological issues, trends and terminology.</li> </ul> <p><b>B) (20 points)</b></p> <ul style="list-style-type: none"> <li>§ research/information sources for historical research,</li> <li><b>AND/OR</b></li> <li>§ architectural and built environment research,</li> <li><b>AND/OR</b></li> </ul>	/70	42



	<p>§ archaeological research in Canada that are relevant to the assessment of persons, events and sites in a national context.</p> <p>C) (10 points) Current historical interpretations, methods and techniques.</p> <p>D) (10 points) Parks Canada mandate, mission, strategic directions, accountability structure, policies, procedures and objectives.</p> <p>E) (10 points) Heritage conservation in Canada including the role played by Parks Canada.</p>		
R2	<p><b>Experience</b></p> <p>The proposal demonstrates experience of the core team members in:</p> <p>§ The application of Parks Canada policies, guidelines, criteria and standards to research/analyse and prepare reports, in context of cultural resource management and the documentation of historic places ; (10 points)</p> <p>§ the analysis, evaluation and synthesizing of historical records; (10 points)</p> <p>§ editing documents for accuracy of content, analysis and terminology</p>	/40	24

	<p>relating to one or more of the disciplines described in this section; (10 points)</p> <p>§ the description and analysis of historic places including landscape, architectural and archaeological resources ; (10 points)</p>		
R3	<p><b>Quality of the Technical Proposal</b> Overall quality of the proposal</p> <p>§ The proposal is clear, well-written and easy to understand (10 points)</p>	/10	n/a
R4	<p><b>References</b> Confirmation of expertise and ability to successfully carry out the project.</p> <p>Of all of the previous projects <b>described in your proposal</b> and carried out by the consultant, two will be selected to verify references. Consequently, proposers are requested to ensure that the contact information (names and telephone numbers) of those project managers listed are available and correct.</p>	/10	n/a
	<b>TOTAL</b>	/130	91

## **ANNEX “D” CONDITIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT**

The certifications and information should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-compliant if the certifications and information are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-compliant. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (prior to Supply Arrangement issuance) and after Supply Arrangement issuance. The Contracting Authority will have the right to ask for additional information to verify the Bidder’s compliance with the applicable certifications before issuance of a Supply Arrangement. The bid will be declared non-compliant if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-compliant. In order to be considered for issuance of a Supply Arrangement, the Bidder whose Bid is technically compliant, must meet the following conditions:

### **1. Insurance Conditions**

G1005C – 2008-05-12 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **2. Bidder’s Procurement Business Number: \_\_\_\_\_.**

### **3. Canadian Content Certification**

This procurement is limited to Canadian goods and Canadian services. Bidders should submit this certification completed with their arrangement. If the certification is not completed and or submitted with the arrangement, the Supply Arrangement Authority will so inform the Contractor and provide the Contractor with a time frame within which to submit this completed certification. Failure to comply with the request of the Supply Arrangement Authority and submit the completed certification will render the arrangement non-responsive. The Contractor certifies that a minimum of 80 percent of the total arrangement price consists of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

Annex 7.8 of the *Supply Manual* (<http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter07-e.html#annex 7.8>) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **3.1 SACC Clauses Incorporated by Reference**

A3050T                      2010/01/11      Canadian Content Definition

### **4. Federal Contractors Program for Employment Equity - \$200,000 or more**

The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

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

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a)  is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b)  is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c)  is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d)  is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible Contractor by HRSDC).

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

**Signature of authorized representative:** \_\_\_\_\_

**5. Commercial General Liability Insurance**

- 1. The Contractor could obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Supply Arrangement, in an amount usual for a Work of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Supply Arrangement Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## ANNEX “E” - CEILING PRICING

### Ceiling Pricing

The ceiling prices shall be the maximum pricing that the Contractor will charge for the duration of the Supply Arrangement. This pricing doesn't preclude the Contractor from using lower rates in the quotations that they provide in response to the RFP's issued under this Supply Arrangement.

**Daily Labour Rate:** is an all inclusive rate for the provision of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays. The Location of Work list indicates the most often used locations and is not an exclusive list. Additional locations may be added at the request of Federal Government Departments or Agencies.

### 1. Offer of Services Table

	Services	Per Diem Rate
4.1	Research Services	
4.2	Analysis Services	
4.3	Writing Services	
4.4	Editing Services	
4.5	Program Management	