



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

**Bid Receiving Unit- Main Floor  
Parks Canada Agency  
John Cabot Building,  
10 Barter's Hill,  
St. John's, NL A1C 5M9  
Attn: Colleen Sheehan**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

Proposition à : l'Agence Parcs Canada  
Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

<b>Title-Sujet</b> <b>RFP - Parks Canada - Project Manager</b> Canadian Parks Council	
<b>Solicitation No. - N° de l'invitation</b> 5P300-15-5524	<b>Date</b> January 18, 2016
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Client Reference No. – N° de référence du client</b>	
<b>Solicitation Closes</b> <b>L'invitation prend fin</b> — <b>at – à 02 :00pm</b> <b>on – le 01-03-2016</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>Eastern Standard Time(EST)</b>
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>	
<b>Telephone No. - No de téléphone</b> 709-772-6129	<b>Fax No. – N° de FAX:</b> 709-772-3651
<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>Telephone No. - N° de telephone :</b> <b>Facsimile No. - N° de télécopieur :</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/Nom</b>	<b>Title/Titre</b>
<b>Signature</b>	<b>Date</b>

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**PART 1 - GENERAL INFORMATION**

**1.1 Security Requirements**

There is no requirement for security.

**1.2 Statement of Work**

The Work to be performed is detailed under Annex A – Statement of Work.

**1.3 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries**

N/A

**1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)**

N/A

**1.5 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**1.6 National Security Exception**

N/A

**1.7 Trade Agreements**

This requirement is subject to the following Trade Agreements:

AIT(Agreement on Internal Trade)  
NAFTA(North American Free Trade Agreement)  
WTO(World Trade Organization)

**PART 2 - BIDDER INSTRUCTIONS**

**2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**2.2 Submission of Bids**

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### **2.3 Former Public Servant**

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

- a. name of former public servant;

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- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder'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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **3.1 Bid Preparation Instructions**

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

Section I:        Technical Bid (   3   hard copies)  
Section II:       Financial Bid (   2   hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

#### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

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**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

*As per Annex B – Evaluation Criteria*

**4.1.1.2 Point Rated Technical Criteria**

*As per Annex B – Evaluation Criteria*

**4.1.2 Financial Evaluation**

*As per Annex C*

**4.2 Basis of Selection- Highest Rated within Budget**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point ratings.
  
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

**Should the Technical Evaluation result in more than one bidder obtaining the highest score, the contract will be awarded to the bidder with the lowest Total Annual Fixed Fees (Contract period + options).**

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

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**5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**5.2 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**5.3 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

**5.4 Commercial General Liability Insurance**

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



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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 Insureds: 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 Contracting 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.
  - (l) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

3. A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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**PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

**6.1 Security Requirements**

There is no security requirement applicable to this Contract.

**6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

**6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**6.3.1 General Conditions**

[2010B](#) (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.4 Term of Contract**

**4.1 Period of the Contract**

Contract will commence on April 1, 2016 and will be completed March 31, 2017.

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**6.5 Authorities**

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Colleen Sheehan**  
**Advisor, National Contracting Services**  
**Parks Canada Agency**  
**John Cabot Building**  
**St. John's, NL A1C 6M1**  
**Telephone : 709-772-6129**  
**Facsimile : 709-772-3651**  
**Email: [colleen.sheehan@pc.gc.ca](mailto:colleen.sheehan@pc.gc.ca)**

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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**6.5.2 Project Authority**

The Project Authority for the Contract (*will be provided upon award*)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone :    \_\_\_ \_\_\_ \_\_\_\_\_  
Facsimile:     \_\_\_ \_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative (*to be completed by the contractor*)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone :    \_\_\_ \_\_\_ \_\_\_\_\_  
Facsimile:     \_\_\_ \_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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**6.7.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

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.

**6.7.3 Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.8 Invoicing Instructions**

The Contractor must submit monthly invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under section entitled " Project Authority" of the Contract.

**6.9 Certifications**

**6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject

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to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**6.10 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec

**6.11 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 Agreement;
- (b) the general conditions 2010B (2015-09-03);
- (d) Annex A, Statement of Work ;
- (e) Annex B, Evaluation Criteria;
- (f) Annex C, Basis of Payment;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

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**Annex "A"**  
**Statement of Work**

**I Introduction and Intent of the Statement of Work**

The purpose of this contract is to provide professional management services and ongoing support and coordination of a Secretariat to the federal-provincial-territorial Canadian Parks Council (CPC). The contractor is directly responsible to the Chair of the CPC for the implementation of services defined in this contract. The Chair of the CPC rotates annually among the federal, provincial and territorial jurisdictions represented on the Council.

**II Contract Objectives**

The contractor's objectives are to:

- support the Chair and CPC Executive Committee in the identification and implementation of strategic priorities by developing, planning, coordinating and implementing activities and projects in alignment with the CPC Strategic Framework, the CPC Management Manual, CPC Communications Strategy, the CPC Specified Purpose Account Agreement and the Annual Budget;
- provide expert analysis and advice to the Chair and CPC Executive Committee on the development and implementation of policies, procedures, operational guidelines and management practices of the CPC;
- support CPC working groups through participation in their discussions to provide strategic advice and linkages to other CPC priorities; and
- provide planning and coordination of all project administration and management activities on behalf of the CPC, including managing the CPC Secretariat, as directed by the CPC, including financial planning and contracting duties related to the services detailed within this statement of work.

**III Background – Canadian Parks Council**

The CPC was created in 1962 to provide a Canada-wide forum for information sharing and collaborative action on parks and protected areas amongst federal, provincial and territorial governments. Currently, membership on the Council is largely comprised of directors (or equivalent heads) of provincial and territorial parks agencies and Parks Canada, which is represented by the Vice-President, External Relations and Visitor Experience Directorate.

The Council functions through a governance structure involving Ministers and Deputy Ministers responsible for parks who provide direction on the work of the CPC. Management services are provided by a contracted Executive Director who administers the operation of the Council and helps to advance its work. The contractor is responsible for ongoing support and coordination of a Secretariat, which operates independently of any member jurisdiction. Funding is provided through an administrative levy approved by the member jurisdictions including Parks Canada.

In 2012, the CPC was formally established as a federal-provincial-territorial government collaboration through a Specified Purpose Account Agreement (an intergovernmental MOU) which enables Parks Canada to administer the Council's funds and serve as its contracting and purchasing agent as directed by the CPC.

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Recently, the CPC was a prominent endorser of a collaboratively developed Canadian Position Statement on Active Outdoor Play in nature that achieved a whopping 968 news stories, totalling 298,047,615 media impressions. This notable work coincided with the ratification of a memorandum of understanding between the Canadian Parks and Recreation Association and the CPC sparking a new alliance that includes a commitment to deliver the Canadian Parks Summit in 2016, co-chaired by the CPC Executive Director.

On the international stage, CPC was represented by its Executive Director and Chair at the 2014 IUCN World Parks Congress where it presented its *Connecting Canadians to Nature* work. The CPC also hosted the Technology Zone featuring Canada's federal, provincial and territorial parks. These efforts complemented the Inspiring a New Generation stream. Thanks to this experience, the CPC is leading the development of an intergenerational and cross-sectoral best practice document on Connecting a New Generation to Nature (to be published in 2016). In 2016, the CPC is planning on attending the upcoming 6th IUCN World Conservation Congress to continue to raise the profile of the CPC and strengthen international collaboration, it is expected that the Executive Director will be part of the delegation.

**IV Scope of Work**

The work involves advising Council members on policies and programs for the preservation and enjoyment of parks and protected areas. The work involves coordination and leadership in the development of strategic management frameworks, mechanisms, systems, processes and program initiatives. The work also involves representing CPC interests in multiple national and international forums, including in the areas of policy development, program design, and program management. The contract includes coordination, administration, planning and management of all CPC business as directed by the Council. It also includes implementing actions called for in the CPC strategic plan as approved by Deputy Ministers. Further the work includes providing administrative and professional services to support meetings, conferences, training courses and project teams plus representing the Council on various federal-provincial-territorial working groups and advising the Council on financial and contract management. The work also involves coordinating international collaboration with partner organizations in the United States and developing CPC communications products as required.

**V Constraints**

The CPC exists at the pleasure of the participating governments. It does not have a legislative or regulatory mandate and jurisdictions may choose whether or not to participate. Member jurisdictions share the cost of activities and initiatives of the CPC consistent with the Strategic Framework and direction as may be provided by Ministers and/or Deputy Ministers, on the basis of a cost-sharing formula and approved annual budget. Any change in the number of participating members affects the administrative and project budgets of the CPC.

The Council is a working council, its projects are advanced by committees of staff from participating jurisdictions. Without dedicated staffing resources, competing priorities, travel constraints and expenditure reductions can make it difficult to bring CPC working groups together to advance the work of the Council. Strategic priorities are identified based on shared interests. These interests, however, are not of equal priority to every jurisdiction and jurisdictions may choose whether or not to contribute funding and/or staff resources in support of these activities. This means that project budgets can be unpredictable.

Multi-year projects are potentially vulnerable, to changes in government priorities, spending restraint measures, etc. Government commitments to multi-year funding are subject to the availability of appropriations in the year that they are to be expended.

Some of the issues that the CPC deals with are broad, cutting across the responsibilities of various ministries (e.g., tourism, economic development, northern and aboriginal affairs, environment, parks and protected areas, youth, health promotion, culture and heritage, etc.). It can be time consuming and complex for member federal, provincial and territorial ministries to consult and negotiate support of other ministries to arrive at jurisdictional positions on proposed programs or actions.

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**VI Current Priorities of the CPC**

The current priorities of the CPC are identified in the 2015 CPC Strategic Framework (as approved by Deputy Ministers in December 2015).

**VII Resources**

The budget of the Canadian Parks Council is provided through a levy shared by Parks Canada and participating provincial and territorial jurisdictions. Provincial and territorial funds will be held in a specified purpose account, and federal contributions are held in a separate, dedicated account. CPC projects to be funded annually will vary depending upon the priorities and direction of the Council. The budget is set at the CPC annual general meeting.

The Secretariat will make recommendations to Parks Canada for it to enter into contracts on behalf of the CPC, through the specified purpose account, on the direction of the Council and with the concurrence of Parks Canada as the contracting authority as described in the 2012 CPC Specified Purpose Account Agreement (SPAA).

**VIII Contractor's Responsibilities**

The contractor is responsible for the following:

- Attending a start-up meeting, or a conference call at the contractor's location, with the Parks Canada representative and the CPC Executive Committee for the purposes of a) establishing lines of communication; b) orienting and providing access to CPC resource material relating to this contract; c) confirming the approach and timelines; and d) initiating Year 1 of this contract;
- Providing all labour, materials, office and equipment, required to complete the work outlined in this contract;
- Consulting with the Parks Canada representative and CPC Chair on a regular basis and seeking direction from the Parks Canada representative on any area of the contract that is uncertain prior to engaging in that aspect of the contract;
- Submitting a detailed monthly work plan for the year by (date to be determined) based on the direction of the Council. The work plan will focus on the key deliverables as directed by the Council at the AGM;
- Managing all projects within scheduled time and budget;
- Provision of all deliverables identified in the work plan on schedule and within the budget as allocated by the CPC and directed by Parks Canada as per the SPAA;
- Managing a budget allocation for miscellaneous expenses, e.g., website-hosting, travel for project manager, telephone and teleconference costs, petty cash (postage, courier, etc.);
- Providing ongoing support and coordination of a Secretariat to promote the success of the Council and its committees;
- Assisting host governments with the organization of conferences and meetings of Parks Ministers (at the request of the jurisdictional chair), Deputy Ministers (in person meetings every two years and teleconferences as required), CPC Directors (teleconference at least quarterly and in person every year), and CPC Executive Committee (monthly teleconferences and face to face every year) to ensure that material required before, during, and after the meeting is produced as required and that physical arrangements and support services are adequate;
- Serving as Secretary and preparing minutes of all CPC meetings;
- Preparing an annual budget for review by the Administrative and Budget Committee and approval by the Council;
- Assisting the Parks Canada Agency with the administration of the Council's financial affairs, identifying requirements for invoicing, purchasing and contracting as well as monitoring and advising the Council on the performance of the Specified Purpose Account Agreement;
- Providing a central bureau for the organization and exchange of information and research data, performing a central information/public relations function and maintaining the corporate memory of the CPC through the establishment and maintenance of files, records, minutes of meetings, and briefings to new members;



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- Promoting continuing communication between member agencies and representing the CPC as spokesperson in the media and at national and international meetings, conferences, and workshops (as directed by the Executive Committee);
- Overseeing maintenance and updating of the CPC website [www.parks-parcs.ca](http://www.parks-parcs.ca);
- Coordinating and supporting working groups and other Council projects and initiatives, including monitoring and reporting on the design, implementation and operation start-up of all projects against established goals, objectives and milestones;
- Briefing the Chair and the other Council members, providing advice on issues of common interest and assisting with the development of agenda papers to address these issues and implement the direction of the Council thereon;
- Liaising with other governmental or non-governmental agencies with related interests;
- Proposing, developing, analyzing and amending CPC policies, scientific and technical guidelines, strategic plans and directives;
- Writing and/or editing reports and briefing notes on a wide variety of operational and financial issues;
- Coordinating training, in particular the annual Park System Leadership Course;
- Maintaining the CPC Management Manual and Strategic Framework and recommending updates and amendments, as required; and
- Advising and being responsible to the CPC Chair on all Council matters.

**IX Responsibility of Parks Canada Agency**

Parks Canada is responsible for the following:

- Arranging for a start-up meeting or conference call between the Contractor and the CPC Executive;
- In conjunction with the CPC Executive:
  - Responding to Contractor requests for information and feedback in a timely manner, including clear direction from the CPC on the desired deliverables;
  - providing the contractor with relevant information within specified timelines;
  - reviewing and providing comments on draft material within 10 business days of receipt of items;
- Payment to the contractor for work fulfilled quarterly each year on June 1, October 1, January 1, and March 15 based on the provision of invoices to Parks Canada.

A yearly appraisal of contract performance will be provided to the contractor and to Parks Canada by the Chair of the CPC.

**X Schedule**

The schedule for deliverables for products will be discussed and confirmed at initial start-up meeting and then at quarterly teleconference calls and annual general meetings of the Canadian Parks Council.

This is a 1 year contract that will commence on (date to be determined) and expire on March 31, 2017. This contract may be extended for an additional three years upon agreement by both Parks Canada and the contractor. The contractor's rate for professional fees may increase by 2.5 percent annually for the 3 year period if the contract renewal option is exercised.

**XI Deliverables**

The key deliverables will vary from year-to year on the direction of the Council but will include:

- A detailed monthly work plan for the year by (date to be determined) based on the direction of the Council. The work plan will focus on the key deliverables as directed by the Council at the AGM;
- Briefing and supporting materials, as required, before, during, and after conferences and meetings of Parks Ministers, Deputy Ministers and/or CPC Directors;
- Minutes of all CPC meetings;

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- Annual budget for review by the Administrative and Budget Committee and approval by the Council;
- Reports and advice to the Council on the performance of the Specified Purpose Account Agreement;
- Management system for files, records, minutes of meetings briefings to new members, etc.;
- Key messages and media lines, as required;
- Maintained and updated CPC website [www.parks-parcs.ca](http://www.parks-parcs.ca);
- Terms of References for working groups and status updates on other Council projects and initiatives;
- Briefings for the Chair and the other Council members, recommendations and advice on issues of common interest;
- Reports and briefing notes on a wide variety of operational and financial issues, as directed by the Council;
- Training, in particular the annual Park System Leadership Course; and
- Updated CPC Management Manual, Strategic Framework, as required.

**XII Intellectual Property**

Parks Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada on behalf of the jurisdictions participating in the Canadian Parks Council. The main purpose of the deliverables contracted for is to generate knowledge and information which is shared with the public.

**XIII Travel**

The contractor will be required to travel to the yearly meetings of the CPC and the NASPD and may be expected to make two or three other business trips throughout the year to attend meetings, workshops, etc, which may include: the Canadian Parks Summit in Alberta (2016), the 6<sup>th</sup> IUCN World Conservation Congress in Hawaii, USA (2016), the International Children and Nature Conference in Vancouver (2017), International Play Association Conference in Calgary (2017) The Contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

**XIV Languages**

Parks Canada is under the obligation to respect the spirit and the letter of the Official Languages Act. It is therefore imperative that the bidder's team includes individuals who are proficient in both official languages in order to communicate verbally and in writing in the preferred official language of the participants. The official languages of CPC minutes and correspondence with Council members are English and French.

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**Annex "B"**

**Evaluation Criteria**

**MANDATORY REQUIREMENTS**

In order for proposals to be accepted for further evaluation, all of the following mandatory requirements **must** be met.

M1	Official Languages: At least one of the team members must have the capacity to conduct the work in both official languages. The proposal must clearly indicate the bilingual capability of each team member.
M2	The maximum annual budget available for professional services associated to this project is \$105 000.00 for Year 1. The contractor's rate for professional fees may increase by 2.5 percent annually for 3 years if the contract renewal option is exercised. Consequently, the ceiling of \$105,000 may increase by 2.5 percent annually for 3 years if the contract renewal option is exercised. GST and HST are applicable. Any financial proposal over this amount will result in the bid being deemed non-compliant.

**RATED REQUIREMENTS**

To be considered valid, a bid must have met all mandatory requirements described above and achieve a minimum total of 70. 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	Page # in Proposal	Max. Score	Min. Score
R1	<p><b>Knowledge</b></p> <p>The proposal demonstrates knowledge and understanding of:</p> <ul style="list-style-type: none"> <li>• Canada's parks and protected areas systems and the issues facing parks and protected areas systems regionally, nationally and internationally (5 points).</li> <li>• Principles of park establishment, policies, planning, operation and maintenance (4 points).</li> <li>• Financial management, contract administration, records maintenance and public administration (4 points).</li> <li>• The objectives of key non-governmental organizations involved in parks and protected areas issues (4 points)</li> <li>• Information technology, particularly as it pertains to electronic communications, desk top publishing, web-site maintenance, word processing, spreadsheet applications, data storage and retrieval (3 points)</li> </ul>		20	

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R2	<p><b>Approach and Methodology</b></p> <p>The proposal outlines the approach and specific tasks to be undertaken to complete all aspects of the project. This information is presented in sufficient detail and is related specifically to the requirements of the project to allow for a complete understanding of the approach to the work and the characteristics of the deliverables to be produced.</p>		10	
R3	<p><b>Qualifications and Experience</b></p> <p>The proposal must include a CV for the proposed Executive Director (and each proposed team member, if applicable) as well as the contribution this person is seen as being able to make to the project.</p> <ul style="list-style-type: none"> <li>a. Education and training of team members in geography, history, environmental planning, science or related field or an acceptable combination of education, training and/or experience. ( 5 points)</li> <li>b. Experience in organizing and facilitating multi-stakeholder meetings (5 points)</li> <li>c. Experience in providing strategic and operational policy advice and briefings on complex issues to senior management of a government organization or NGO (5 points)</li> <li>d. Experience in making presentations to diverse public audiences (5 points)</li> <li>e. Experience in working in intergovernmental or international programs (5 points)</li> </ul>		25	
R4	<p><b>Suitability</b></p> <p>The proposal demonstrates the contractor's:</p> <ul style="list-style-type: none"> <li>a. discretion, tact and judgement; (4 points)</li> <li>b. patience and persistence; (4 points)</li> <li>c. persuasiveness; (4 points)</li> <li>d. openness and willingness to listen; (4 points)</li> <li>e. thoroughness and attentiveness to detail; (4 points)</li> <li>f. self-motivation and ability to work without</li> <li>g. direct supervision. (10 points)</li> </ul> <p>THIS SECTION WILL BE EVALUATED IN AN ORAL INTERVIEW.</p>		30	
R5	<p><b>Quality of the Technical Proposal</b></p> <p>Overall quality of the proposal</p> <ul style="list-style-type: none"> <li>a. The proposal is clear, well-written and easy to understand(3 points)</li> <li>b. The proposal is realistic and feasible given the time line and budget (2 points)</li> </ul>		5	

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R6	<p><b>References</b></p> <p>Confirmation of expertise and ability to successfully carry out the project.</p> <p>Of the previous projects 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	
<b>TOTAL</b>			100	70

**ORAL INTERVIEW**

*The suitability of candidates will be determined in an oral interview with candidates lasting 45 minutes to one hour. Evaluation criteria will be based on a series of scenario-based situations to evaluate each of the criteria identified under the section on Suitability. 30% of the total test scores will be weighed to this presentation.*

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**Annex "C"**

**Basis of Payment/Pricing Basis**

- Bidders will provide an **Annual Fee** for professional services, inclusive of all expenses, **except travel expenses and/or administrative expenses.**
- Annual Fee not to exceed **\$105 000** in Year 1, with an annual increase of 2.5% per year for three subsequent years (Applicable Taxes Extra)
- Travel Expenses will be dictated by the Canadian Parks Council and will vary from year to year depending on where the annual general meetings are held. Travel expenses are subject to Treasury Board Travel Directive which can be viewed on the Treasury Board website "[http://www.tbs-sct-gc.ca/travel/travel\\_e.html](http://www.tbs-sct-gc.ca/travel/travel_e.html)", and will be reimbursed upon submission of original receipts.
- Estimated Annual Travel Expenses: **\$15 000**
- Administrative expenses will be reimbursed after receipts or statement of expenses, pending approval of the Canadian Parks Council.
- Estimated Annual Administrative Expenses: **\$15 000**
- The price quotes is to be exclusive of the Goods and Services Tax (GST) or the Harmonised Sales Tax (HST). All pricing provided will remain in effect for the duration of the contract including any optional period if exercised.
- Bidders must provide pricing in the format specified in this Annex C – Basis of Payment. **Failure to provide prices in the format specified will render the quotation non-responsive.**

Item Description	<b><i>Contract Period April 1, 2016- March 31, 2017</i></b>	<b><i>Option Period 1 April 1, 2017- March 31, 2018</i></b>	<b><i>Option Period 2 April 1, 2018- March 31, 2019</i></b>	<b><i>Option Period 3 April 1, 2019- March 31, 2020</i></b>
<b>Annual Fixed Fee for Professional Services</b>	\$	\$	\$	\$