



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Parks Canada Agency – Central Registry  
111 Water Street East  
Cornwall, Ontario, K6H 6S3**

**Request for a Standing Offers  
Demande d’offres à commandes**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Standing Offer 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 offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> <b>RFSO – Landscape Architecture – National Parks and Historic Sites in the province of Quebec.</b>	
<b>Solicitation No. - No. de l’invitation</b> <b>5P301-16-0001</b>	<b>Date</b> <b>2016-04-25</b>
<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 – à 02:00 PM</b> <b>on – le 2016-06-07</b> <b>(yy-mm-dd)</b>	<b>Time Zone</b> <b>Fuseau horaire -</b>  <b>Eastern Daylight Saving</b> <b>Time (EDT) / Heure</b> <b>Avancée de l’Est (HAE)</b>
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>  <b>Sheldon Lalonde (sheldon.lalonde@pc.gc.ca)</b>	
<b>Telephone No. - No de téléphone</b> <b>(613) 938-5948</b>	<b>Fax No. – No de FAX:</b> <b>(866) 246-6893</b>
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b>  <b>See Herein</b>	

**TO BE COMPLETED BY THE BIDDER  
À ÊTRE COMPLETER PAR LE SOUMISSIONNAIRE**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l’entrepreneur :</b>	
<b>Telephone No. - No de téléphone:</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 à 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>
<b>Email : _____</b>	

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## **SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

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

As applicable, pursuant to subsection Declaration of Convicted Offences, of the Integrity Provisions – Proposal section, of the General Instructions, the Proponent must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

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

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

Canada will also have the right to terminate the Call-up for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **SI3 REFERENCES**

All references to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency (PCA). All references to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency (PCA).

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## GENERAL INSTRUCTIONS TO PROPONENTS

### Integrity Provisions - Proposal

#### 1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- iv. the general partner of a limited partnership controls the limited partnership; and
- v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity

c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

- i. any securities of the entity that are beneficially owned by that person, and
- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Proponents must comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and be eligible for the issuance of a standing offer or contract award under the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>). In addition, Proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit proposals as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an offer, Proponents confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Standing Offer or to be awarded a contract. Canada will declare non-responsive any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined by the Minister of PWGS, after issuance of the SO, that the Proponent made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts.

3. List of Names

- a. Proponents who are incorporated, including those submitting proposals as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, as well as those submitting proposals as a joint venture, must provide the name of the owner(s). Proponents submitting proposals as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.
- c. The Proponent must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a proposal, the Proponent certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Proponent, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a proposal, the Proponent certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a proposal, the Proponent certifies that:

- a. it and the Affiliates of the Proponent have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the Criminal Code (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and the Affiliates of the Proponent have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
  - iii. section 239 (*False or deceptive statements*) of the Income Tax Act (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
  - iv. section 327 (*False or deceptive statements*) of the Excise Tax Act (<http://laws-lois.justice.gc.ca/eng/acts/E-15/>), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>); or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

8. Foreign Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and its Affiliates have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
  - i. the court, before which the Proponent or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Proponent or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Proponent or its Affiliate was entitled to present to the court every defence that the Proponent or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

9. Ineligibility for the issuance of a Standing Offer

- a. The Proponent confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Proponent or its Affiliate is ineligible to be issued a standing offer, subject to a Public Interest Exception.
- b. The Proponent confirms that it understands that it is ineligible for the issuance of a standing offer where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>) and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Proponent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Proponent must provide with its proposal the completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Proponent or its Affiliate that has been convicted of certain offences is, ineligible to be issued a standing offer or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a standing offer or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.



- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Proponent or an Affiliate of the Proponent has been found responsible, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

#### 12. Canadian Pardons

A determination of ineligibility for the issuance of a standing offer or for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Proponent or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the Criminal Records Act (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act ([http://laws-lois.justice.gc.ca/eng/annualstatutes/2012\\_1/](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/)) comes into force.

#### 13. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Proponent or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

#### 14. Suspension of Period of Ineligibility

The Proponent confirms that it understands that a determination of ineligibility for the issuance of a standing offer or award of government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Proponent or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

#### 15. Period of Ineligibility for Providing False or Misleading Information

The Proponent confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Proponent to be ineligible to be issued a standing offer or be awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

#### 16. Period of Ineligibility for Breaching Administrative Agreements

The Proponent confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

#### 17. Suspension of a Proponent

The Proponent confirms that it understands that the Minister of PWGS may suspend a Proponent from being issued a standing offer or from being awarded a contract for a period of up to 18

months, subject to renewal, pending completion of the criminal proceeding, if the Proponent has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Proponent has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Proponent by the Minister of PWGS.

18. Third Party Validation

The Proponent confirms that it understands that where it or any of the Proponent's Affiliates has been subject to a period of ineligibility to be issued a standing offer or be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Proponent must provide by the Request for Standing Offers (RFSO) closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

19. Sub-consultants

The Proponent must ensure that subcontracts with first tier sub-consultants include Integrity Provisions similar to those imposed in the contract(s) resulting from the Standing Offer.

20. Public Interest Exception

The Proponent confirms that it understands:

- a. that, with the exception of a legal incapacity resulting from section 750(3) of the Criminal Code, Canada may issue a Standing Offer with a Proponent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
  - ii. the Proponent is the only person capable of performing the work;
  - iii. the standing offer is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
  - iv. not issuing the Contract resulting from the Standing Offer would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only issue a standing offer with a Proponent under this subsection where the ineligible Proponent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

## GI 1 DEFINITION

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

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

"PCA Evaluation Board":

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

"Technical Rating":

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

## GI 2 INTRODUCTION

1. Parks Canada Agency (PCA) is inviting consulting firms with **Landscape Architecture** expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document [for building projects in the National Capital Area].
2. Proponents shall be licensed or eligible to be licensed to practise in the **province of Quebec**. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last **five (5) years**. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is Parks Canada's intention to authorize up to **four (4) Standing Offers**, each for a period of two (2) years with an option to extend the Standing Offer for three (3) additional years from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be **\$5,000,000.00** (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$2,500,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PCA will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP) and Agreement on Internal Trade (AIT).
5. All references to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency (PCA). All references to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency (PCA).

## GI 3 PROCUREMENT BUSINESS NUMBER

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>). For non-Internet registration, proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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

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

**Sheldon Lalonde**  
Contracting Officer, National Contracting Services  
Parks Canada Agency  
111 Water Street East  
Cornwall, Ontario K6H 6S3  
Tel: 613-938-5948  
Fax: 866-246-6893  
Email: [Sheldon.Lalonde@pc.gc.ca](mailto:Sheldon.Lalonde@pc.gc.ca)

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### **GI 5 QUANTITY**

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

#### **GI 6 PCA OBLIGATION**

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

#### **GI 7 RESPONSIVE PROPOSALS**

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

#### **GI 8 COMMUNICATIONS - SOLICITATION PERIOD**

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO.

Failure to comply with this requirement may result in the proposal being declared non-responsive.

3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

## **GI 9 OVERVIEW OF SELECTION PROCESS**

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

## **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Parks Canada Agency (PCA) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
  - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously

- display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
  5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
  6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
  7. Proposal documents and supporting information may be submitted in either English or French.
  8. Canada will make available Notices of Proposed Procurement (NPP), RFOS and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFOS or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS**

Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

#### **GI 12 EVALUATION OF PRICE**

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

#### **GI 13 LIMITATION OF SUBMISSIONS**

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

4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **GI 14 LICENSING REQUIREMENTS**

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

#### **GI 15 REJECTION OF PROPOSAL**

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

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

#### **GI 16 NOT APPLICABLE**

#### **GI 17 INSURANCE REQUIREMENTS**

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

#### **GI 18 JOINT VENTURE**

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

#### **GI 19 LATE SUBMISSIONS**

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

#### **GI 20 LEGAL CAPACITY**

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or



incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

## **GI 21 DEBRIEFING**

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

## **GI 22 FINANCIAL CAPABILITY**

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

Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Parks Canada Agency (PCA), is provided with the required information.

4. Financial Information Already Provided to PCA: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PCA, provided that within the above-noted time frame:
  - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - (b) the Proponent authorizes the use of the information for this requirement.

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

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

## **GI 23 REVISION OF PROPOSAL**

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

## **GI 24 PERFORMANCE EVALUATION**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

## **GI 25 PROPOSAL COSTS**

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

## **GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE**

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

## **GI 27 LIMITATION OF LIABILITY**

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

## **GI 28 STATUS AND AVAILABILITY OF RESOURCES**

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

**STANDING OFFER PARTICULARS (SP)**

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

## STANDING OFFER PARTICULARS

### SP 1 GENERAL

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

### SP 2 WITHDRAWAL/REVISION

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

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

### SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional three (3), one year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Consultant will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

### SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of **\$400,000.00 (including all fees, taxes and amendments)**.

**For all projects funded under the Federal Infrastructure Program** of work the maximum call-up limitation will be in accordance with the Parks Canada approved special authorities, and will have a maximum call-up limitation of **\$2,500,000.00 (including all applicable fees, taxes and amendments)**.

## SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; [40] % of the business for the top ranked consultant, [25] % for the 2nd ranked consultant, [20] % for the 3rd ranked consultant and [15] % for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

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

- f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PCA will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
- 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

**SP 6 INVOICING**

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

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

## **TERMS AND CONDITIONS**

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



**0220DA GENERAL CONDITIONS**

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

## GC 1 Definitions

### **Administrative Agreement**

is a negotiated agreement with the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

### **Affiliate**

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

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

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

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

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

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister; **Construction Contract** means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

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

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

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

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

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

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

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

### **Control**

means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:

  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

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

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

**"Departmental Representative"**

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

**Ineligibility**

means a person not eligible to contract with Canada;

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

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

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

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

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

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

**Suspension**

means a determination of temporary ineligibility by the Minister of PWGS;

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

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

**GC 2 Interpretations**

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

**GC 3 Not Applicable**

**GC 4 Assignment**

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

**GC 5 Indemnification**

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

**GC 6 Notices**

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

#### **GC 7 Suspension**

1. The *Departmental Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.
2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* will, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in CS 3 of clause 9999DA, Consultant Services.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
  - (a) the *Departmental Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *Departmental Representative* and the *Consultant*, or
  - (b) the *Departmental Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Call-Up shall be terminated by notice given by Canada to the *Consultant*, in accordance with the terms of GC 8.
4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of Payment.

#### **GC 8 Termination**

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

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

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
  - (a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
  - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress

as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.

2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 9.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 9.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 9.1(b) and GC 9.3, the amount referred to in GC 9.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

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

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

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

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

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

### 1. Definitions

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

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

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

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

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

### 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

### 3. IP Rights Vest with *Consultant*

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

### 4. Ownership Rights in Deliverables

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

### 5. Licence to Foreground

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

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



6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

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

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

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

12. Transfer of IP Rights

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

Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.

- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that no individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
  - (a) The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
  - (b) The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a *Consultant* who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by *Canada* as conferring an unfair advantage or creating a conflict of interest.

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

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

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

The *Consultant* declares that:

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

## **GC 16 Insurance Requirements**

### **1. General**

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

### **2. Commercial General Liability**

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

### **3. Professional Liability**

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the *Services* but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the *Services* until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any reduction in coverage."

## **GC 17 Resolution of Disagreements**

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

## **GC 18 Amendments**

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

## **GC 19 Entire Agreement**

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

## **GC 20 Contingency Fees**

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

## **GC 21 Harassment in the Workplace**

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

## **GC 22 Taxes**

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

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

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

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

### **GC 24 Joint and Several Liability**

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

### **GC 25 Not Applicable**

### **GC 26 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services

that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).

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

## **GC 27 Integrity Provisions - Standing Offer and Contract**

1. Statement
  - a. The Consultant must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and must comply with the terms set out in these Integrity Provisions.
  - b. The Consultant confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Consultant or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set aside the Standing Offer and terminate for default any resulting contracts. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant and agrees to immediately return any advance payments.
2. List of Names  
The Consultant must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.
3. Information Verification  
The Consultant certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing and any resulting contracts, the information provided by the Consultant, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.
4. Lobbying Act  
The Consultant certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*. (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).
5. Canadian Offences Resulting in Legal Incapacity
  - a. The Consultant has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:



- i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
  - ii. section 121 (*Frauds on the government and Consultant subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

## 6. Canadian Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
  - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
  - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (, or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for to be issued a standing offer or to be awarded a contract.

## 7. Foreign Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which

they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

- i. the court before which the Consultant or the Affiliate of the Consultant appeared acted within the court's jurisdiction;
  - ii. the Consultant or the Affiliate of the Consultant appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud; and
  - iv. the Consultant or the Affiliate of the Consultant was entitled to present to the court every defence that the Consultant or the Affiliate of the Consultant would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

8. Ineligibility to Contract with Canada

- a. The Consultant confirms that it understands that if after the issuance of a standing offer they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after issuance of the standing offer, a Consultant becomes ineligible to be issued a standing offer, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
  - i. Set-aside the Standing Offer; and
  - ii. Terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Consultant confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of a Consultant becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
  - i. Set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Consultant directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Consultant confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>), it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after the issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

- d. The Consultant confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

#### 9. Declaration of Offences Committed

The Consultant understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

#### 10. Period of Ineligibility

The following rules determine the period for which a Consultant or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Consultant or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Consultant or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Consultant or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

#### 11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Consultant or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the *Criminal Records Act* (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* ([http://laws-lois.justice.gc.ca/eng/annualstatutes/2012\\_1/](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/)) comes into force.

#### 12. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Consultant or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at

the sole discretion of Canada, conditional discharges, absolute discharges, record of suspensions, or restoration of legal capacities by the Governor in Council.

13. Period of Ineligibility for Breaching Administrative Agreements

The Consultant confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

14. Obligations on Sub-consultants

The Consultant confirms that it understands that to the extent that it relies on a sub-consultant(s) to perform the Contract, the Consultant will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Consultant has entered into a contract with an ineligible sub-consultant and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Consultant to be ineligible to contract with Canada for a period of five years.

## 0000DA SUPPLEMENTARY CONDITIONS

### SC 1 PSAB and/or CLCA

Determined at time of Call up.

### SC 2 Language Requirements

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

### SC3 Federal Contractors Program for Employment Equity - Setting aside and Default by the Consultant

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

## 9998DA TERMS OF PAYMENT

### TP 1 Fees

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

### TP 2 Payments to the Consultant

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

### TP 3 Delayed Payment

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

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

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
  - (a) by a court of legal jurisdiction, or
  - (b) by an arbitrator duly appointed to arbitrate the said claim, or
  - (c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
  - (a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) *days* of the date on which the claimant
    - (1) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
    - (2) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
  - (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.
5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The

*Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.

7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

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

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

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

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

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

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

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

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

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

1. In the event of termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions, *Canada* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed and any reasonable costs and expenses incurred to terminate the Call-Up.



2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The *Consultant* must ensure that it has mitigated its costs to the best of its ability.
3. Payment shall be made to the *Consultant* for those costs and expenses that in the opinion of *Canada* are substantiated as having been reasonably incurred after the date of termination.
4. The *Consultant* has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.

## TP 10 Disbursements

1. 1. Subject to any provisions specifically to the contrary in the Agreement Particulars, the following disbursements reasonably incurred by the *Consultant*, that are related to the Services and approved by the Agency Representative, shall be reimbursed to the *Consultant* at actual cost:
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Project Brief;
  - (b) project related travel and accommodation additional to that specified in the Project Brief shall be reimbursed in accordance with current Treasury Board Travel Policy.
  - (c) Travel Expenses and Living Expenses: Proponents must note that travel time and travel expenses (transportation) associated with the delivery of services will be calculated from **3, Passage du Chien-d'Or, Québec, Québec, G1R 3Z8** or the construction site or the National Park or National Historic Site or from the consultant's office to the job/project site, whichever is less. Travel expenses will be paid in accordance with Treasury Board Policy travel rates, when approved by the departmental representative.
2. The following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
  - (b) Plotting;
  - (c) Presentation material;
  - (d) Parking fees;
  - (e) Taxi charges;
  - (f) Travel time; and
  - (g) Local project office.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the *Consultant's* business. The amounts payable shall not exceed the amount entered in the Agreement Particulars clause herein, without the prior authorization of the Agency Representative.

**TP11 Additional Services**

1. Additional services which cannot be covered under the fixed hourly rate established under the Standing Offer such as diving inspections, equipment rentals, and/or laboratory testing services, etc. and that may be required in support of the requested activities under a Call-up shall be reimbursed at actual cost.

## **9999DA CONSULTANT SERVICES**

### **CS 1 Services**

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

### **CS 2 Standard of Care**

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies (ex. Association of Landscape Architects Quebec (ALAQ), Canadian Society of Landscape Architects (CSLA)) in the performance of the services at the time when and the location in which the *Services* are provided.

### **CS 3 Time Schedule**

The *Consultant* shall:

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

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

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

### **CS 5 Changes in Services**

The *Consultant* shall:

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

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

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

## CS 7 Provision of Staff

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

## CS 8 Sub-Consultants

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

## CS 9 Cost Control

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

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

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

## 2000DA CALCULATION OF FEES

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

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

### CF 2 Payments for Services

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

## Required Services (RS) / Project Brief

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## 1 INTRODUCTION

Parks Canada Agency (PCA) invites Landscape Architecture firms to submit bids for **four (4)** Standing Offers for the provision of Landscape Architecture services and lead-consultant services. This transaction will proceed as a single-stage submissions process. The selected consultants will have to provide a range of Landscape Architecture services including, but not limited to, design development reports and recommendations as well as Landscape Architecture design and construction services for projects carried out in the province of Quebec. The projects will include the following types of Landscape Architecture maintenance, renovation, rehabilitation and construction work:

The plan, form, scale and implementation of existing and new developments, including but not limited to:

- Campgrounds, day-use areas, government land, and multi-use trails.
- Rainwater management including parking lots, gardens, green roofs, groundwater recharge, and wetland management.
- Parks, botanical gardens, arboretums, greenways and nature preserves.
- Land-use master development plans and design.
- Urban design including cities and towns, waterfronts, wharves, and pedestrian and parking facilities.
- Planning and design of all sizes of urban renovation projects.
- Nature parks, tourist destinations, re-creation of historic landscapes, conservation assessment and comprehensive conservation studies of historic gardens.
- Environmental assessment, landscape assessment, land management planning advice and proposals.
- Ecological design of every aspect of a concept to minimize the destructive effects of environmental forces by incorporating into the design natural processes and environmental sustainability, for example alongside the construction of new roads, paths and boardwalks.
- Projects to preserve heritage landscapes, where they relate to national historic sites.
- Design of golf courses and restoration.
- Landscape remediation and restoration.
- Recreational facilities and playgrounds.

This document is intended to support, as and when needed, requests for Landscape Architecture services and lead-consultant services for various projects undertaken by Parks Canada. These consulting services will allow the Agency to carry out a wide range of planning, design, and construction supervision services.

The scope of work varies from project to project, which means they may include any combination of services defined as being basic or supplemental, in particular services including but not limited to the services of other sub consultant and Architecture services, as well as cost-consulting services.

## 2 PROJECT OBJECTIVES

### 2.1. General objectives:

- .1 Execute the project by using best practices to meet PCA needs, and comply with the approved scope, quality, budget and timeline of the work.
- .2 Ensure open communication with all members of the project execution team and stakeholders during every stage of a project.
- .3 Carry out rigorous quality assurance reviews during the design and construction stages, including analysis of design forecasts. React quickly to correct problems as and when they arise.
- .4 Meet and, if possible, exceed the expectations and needs of CPA and the various stakeholders concerned.
- .5 Assign key staff throughout the project.

### 2.2 Project delivery mode:

- .1 Traditional approach: “design then build”, or “design-build”.



- .2 More than one contracting authority will be involved in PCA tenders. PCA, moreover, will manage the entire tendering and bid submission process.

2.3 Official languages:

- .1 For these Standing Offers, services must be provided in French.

### **3 CONSULTING SERVICES REQUIRED**

In general, PCA will be the project manager for the entire duration of each project. The consultant must comply with Public Works and Government Services Canada (PWGSC) Standards for documents and submissions indicated in Schedule C of the present Request For Standing Offer (RFSO); these Standards can apply to any project. All references to Public Works and Government Services Canada should be deleted and replaced with a reference to Parks Canada Agency.

PCA expects selected consultants to provide a full range of appropriate services in terms of Landscape Architecture and technical services including, but not limited to, planning, design and construction administration services for Landscape Architecture projects in the various national parks, national historic sites, and national marine conservation areas in the province of Quebec. Services can include, but are not limited to, structural inspections as well as construction work planning, design and supervision required for Landscape Architecture projects.

#### **3.1 SUMMARY DESCRIPTION OF REQUIRED SERVICES**

3.1.1 The consultant will be tasked with coordinating a full range of professional Landscape Architecture services and specialist consultants, as needed, from the pre-design stage until the expiry of the warranty period for the project. The summary of professional expertise and required specialist experience relevant to this Request For Standing Offer (RFSO) must include the following items:

- .1 Budget and deadline management services:
  - Estimating and planning, cost control
  - Establishment of a project and planning timeline
  - Cost estimating based on asset life-cycle
- .2 Landscape Architecture services
  - Project planning and design
  - Land surveying
  - Technical investigations
  - Inspections, tests and analyses
  - Geotechnical investigations
  - Environmental assessment and monitoring
  - Archaeology

#### **3.2 SUMMARY OF SCOPE OF SERVICES**

3.2.1 Review site conditions:

- .1 Familiarize the consultant with all site conditions that may influence the design;
- .2 Carry out assessments of the state of assets;
- .3 Review existing drawings in terms of key code requirements applicable to each project.

3.2.2 Review/revise the entire project program.

3.2.3 Traditional design:

- Prepare potential solutions applicable to the schematic design (generally at least three) with an overview of the advantages and disadvantages of each solution, including Class C cost estimates.
  - Prepare a final design development report based on the selected schematic design solution, as well as a preliminary estimate and an estimate of Class B costs.
  - Prepare fully coordinated execution drawings based on the approved design development report for tenders, including Class A cost estimates.
  - Prepare specifications using the latest version of the National Master Specification (NMS).
- 3.2.4 Design-Build (possible, but unlikely under this RFSO):
- Prepare a pre-design report to establish the scope of the design-build aspect of the project, the design criteria, constraints, costs and timeline.
  - Prepare the statement of work for the possible RFSO (in two stages) for selection of the design-build team.
- 3.2.5 Submit information and provide advice during the tendering process, prepare addenda and review responses to tenders.
- 3.2.6 Administer the agreement and provide general architectural services while construction work proceeds.
- 3.2.7 Submit information and provide advice to the Department representative to plan and develop a risk management plan.
- 3.2.8 Recommend efficient materials, methods and practices for “green construction” that can be incorporated into the project without major impact on project budget.
- 3.2.9 Ensure environmental coordination among all professional disciplines.
- 3.2.10 Prepare maintenance guides and documentation for the finished work (drawings, “as built” plans, and estimates).
- 3.2.11 Provide information and advice at post-build assessments (or post design-build assessments).
- 3.2.12 Offer warranty services and provide advice.
- 3.3 CONSULTANT’S RESPONSIBILITIES**
- 3.3.1 Lead consultant
- .1 The lead consultant is solely responsible for providing and coordinating the work of all required professional disciplines (architecture and specialist consulting services), from the pre-design stage until the end of the post-construction services for the project.
- 3.3.2 Consultant:
- .1 The lead consultant company and the members of its team listed in the Team Member Identification Form.
  - .2 The consultant must maintain the expertise of the team for the duration of the standing offer.
  - .3 The consultant must follow and comply with:
    - .1 all requirements in the standing offer and all subsequent orders placed for services,
    - .2 all commitments made and included in the consultant's RFSO bid and in the work statement form.
  - .4 The consulting team must consist of qualified professionals with technical expertise and broad, relevant, recent experience that allows it to provide the services indicated in the project brief and all subsequent orders for services.

### 3.4 GENERAL OPERATIONAL NEEDS

#### 3.4.1 Overview:

- .1 In general, the Department representative will act as project manager during all project design and construction stages. The consultant must comply with all standards and guidelines stated in the standing offer that may apply to the projects and to the scope of the work described below.
- .2 The consultant must provide integrated professional services as needed, in separate stages, as follows:
  - Project planning services
  - Pre-design services
  - Schematic design
  - Design development
  - Execution project (traditional or design-build approach)
  - Tenders and evaluation of bids
  - Services offered during construction (or design-build) and agreement administration
  - Services offered after construction (or design-build)
  - Electronic copy of final work plans
- .3 The description of deliverables and process, as presented in each project brief, is provided only for indicative purposes. It is not exhaustive and does not exclude the possibility of the consultant offering different or additional methods, and submitting them to the Department representative for review.
- .4 The consultant will provide the services described in the present document, in accordance with the agreement conditions.

#### 3.4.2 Level of attention

- .1 During delivery of services, provide and sustain the required level of attention, skill and diligence in accordance with generally accepted professional practices and the procedures put in place by professional bodies for the provision of similar services at the time and place where those services are provided.

#### 3.4.3 Budget management services

- .1 During all project development stages, the estimated cost of construction (or design-build) prepared by the consultant must not exceed the stated cost ceiling for construction (or design-build).
- .2 Budget management services are required for class D, C, B and A cost estimates.
- .3 Cost estimating and budget management must be provided by a landscape architect or an estimator.
- .4 Class C and B cost estimates must be presented in accordance with the itemized-cost template. The acceptance standard in this model is the actual number of the itemized-cost template issued by the Canadian Institute of Quantity Surveyors. Class A cost estimates must be presented in accordance with the market cost breakdown model.
- .5 Cost estimates must include a summary and a complete log of work, quantities, unit prices and amounts.
- .6 Cost estimates must also include end-of-life analysis and cost in order to ensure that sustainable-design objectives are achieved.
- .7 Should the consultant judge that the estimated cost of construction (or design-build) exceeds the cost ceiling for construction (or design-build), it must immediately advise the Department representative and
  - .1 if the overrun is due to factors within the consultant's control or are factors that the consultant could reasonably predict, the consultant, at the request of the Department representative and at no additional cost for Canada, must modify or revise the project design to reduce the estimated cost of construction (or design-build) to below the cost ceiling for construction (or design-build); or

- .2 if the overrun is due to factors beyond the consultant's control, the Department representative may require changes or revisions to the project design. The consultant then makes such changes or revisions at Canada's expense and both parties agree on the amount that these costs represent before the consultant undertakes the work.
- .8 If the lowest price obtained by bid or negotiation exceeds the cost ceiling for construction (or design-build) and if the overrun is due to factors within the consultant's control or factors that the consultant could reasonably predict, the consultant remains, at the request of the Department representative, and at no additional charge, entirely responsible for reviewing the project scope and quality so as to reduce the cost of construction (or design-build) and must make the necessary modifications to the construction documents to ensure that the cost ceiling for construction (or design-build) is not exceeded.

#### 3.4.4 Timeline management services

- .1 Timeline management services are required to prepare and track the project timeline until completion of the design process (or design-build) and to track the progress of construction work. Timeline management must generally use software recognized by the industry to produce detailed horizontal bar charts and deadlines per network.
- .2 In a timely manner, submit to the Department representative for review, a detailed timeline in the prescribed format, of the consulting services to be provided based on the size and complexity of the project.
- .3 Collaborate on all planning-related information and coordinate with the general contractor (or design-build team) to incorporate it into the main timeline during the construction stage.
- .4 Comply with the approved timelines and, should changes to them be necessary, notify the Department representative of the importance and reasons for such changes and have them approved.

#### 3.4.5 Information regarding the project, decisions, acceptances and approvals

- .1 The Department representative will in a timely manner communicate information regarding the project, his or her decisions and requests in writing, in particular acceptances and approvals related to the services offered by the consultant.
- .2 Acceptance or approval by the Department representative, whether expressed or implicit, in no way exonerates the consultant company from its professional or technical responsibility relating to the services that the consultant has committed to provide.

#### 3.4.6 Changes made to services

- .1 Make changes to the services to be provided for project purposes, including changes that may expand or reduce the initial scope of services, whenever the Department representative so requests in writing.
- .2 Before making such changes, notify the Department representative of the consequences they may have on the estimate cost of construction (or design-build), the chargeable fees, the project timeline, and all other project-relating matters.

#### 3.4.7 Codes, regulations, licences and permits

- .1 Comply with the laws, codes, regulations and municipal bylaws that apply to the design and, as necessary, review the design with the competent public authorities to obtain the necessary consents, approvals, licences and permits for the project.

#### 3.4.8 Assignment of subconsultant personnel and services

- .1 When proposing changes to the functions of one or more members of the consultant team, including supervisors, involved in providing project-related services, the consultant must submit in writing to the Department representative for review the names, addresses and summary of the skills and experience of the proposed persons.

- .2 If fees are paid commensurate with remuneration costs, submit to the Department representative for approval a statement of remuneration costs, and any change to them, regarding the persons involved in the project.

#### 3.4.9 Monitoring and reporting of accounts

- .1 Provide a system for documenting, monitoring and reporting accounts for each project delivery stage, and submit it to the Department representative for approval.
- .2 Prepare and submit to the Department representative monthly stage reports in accordance with the prescribed format. The purpose of such reports will be to review and monitor the progress of the work done by the consultant. The report must include:
  - .1 the state of progress of all deliverables;
  - .2 all cases where the timeline or cost planning is breached;
  - .3 the corrective measures taken;
  - .4 all foreseeable or potential problems to be handled.

#### 3.4.10 Landscape Architecture and value analysis

- .1 During the traditional design stage of work, consultants must:
  - .1 carry out studies paying special attention to establishing the total value of investments that not only reduce the costs of investment and operation but also improve the outcome as a whole;
  - .2 provide the best replacement solutions affecting added value, quality, return, operating costs, environmental issues, etc.;
  - .3 provide alternatives in addition to the three (3) others to submit for review during the design stage of the work required in the standing offer;
  - .4 carry out architecture and value analysis studies during the initial design stage in a sufficiently timely manner to adopt the recommended replacement solutions without adversely impacting the project timeline;
  - .5 carry out Landscape Architecture and value analysis studies using the following acceptable method or similar method;
    - a. address issues in terms of OUTPUTS rather than INPUTS, that is to say, what must be achieved rather than what needs to be done;
    - b. present new ideas by sharing ideas and suggestions with PCA personnel, consultants team members, including sub-consultants and specialist consultants, industry specialists and entrepreneurs during the design stage;
    - c. evaluate the ideas, obtain a consensus with all parties concerned and produce a shortlist of preferred value-added possibilities;
    - d. estimate the life-cycle cost of the proposed options;
    - e. note the advantages and disadvantages of each idea;
    - f. prepare with the clients and other interested parties, a risk assessment list covering the consequence of adopting or rejecting each idea;
    - g. develop ideas in various practical concepts adaptable to existing conditions;
    - h. prepare a final recommendation report for the Department representative for review and approval;
  - .6 incorporate the approved ideas in the design-build documents in a timely manner;
  - .7 monitor their implementation and prepare reports to this effect during the construction stage.
- .2 When preparing project briefs for the RFSO for a design-build project, consultants must:
  - .1 carry out studies paying special attention to establishing the total value of investments that not only reduce the costs of investment and operation but also improve the outcome as a whole;
  - .2 provide the best replacement solutions affecting added value, quality, return, operating costs, environmental issues, etc.;
  - .3 provide alternatives in addition to the three (3) others to submit for review during the design stage of the work required in the standing offer;

- .4 carry out architecture and value analysis studies during the initial design stage in a sufficiently timely manner to adopt the recommended replacement solutions without adversely impacting the project timeline;
- .5 carry out architecture and value analysis studies using the following acceptable method or similar method;
  - a. address issues in terms of OUTPUTS rather than INPUTS, that is to say, what must be achieved rather than what needs to be done;
  - b. present new ideas by sharing ideas and suggestions with PCA personnel, consultant team members, including sub-consultants and specialist consultants, industry specialists and entrepreneurs during the design stage;
  - c. evaluate the ideas, obtain a consensus with all parties concerned and produce a shortlist of preferred value-added possibilities;
  - d. estimate the life-cycle cost of the proposed options;
  - e. note the advantages and disadvantages of each idea;
  - f. prepare with PCA a risk assessment list covering the consequences of adopting or rejecting each idea;
  - g. develop ideas in various practical concepts adaptable to existing conditions;
  - h. prepare a final recommendation report for the Department representative for review and approval;
- .6 incorporate the approved ideas in the design-build documents in a timely manner;
- .7 monitor their implementation and prepare reports to this effect during the construction stage.

3.4.11 Continuous on-site inspection services (traditional or design-build approach)

- .1 Continuous on-site inspection services as needed, as mentioned in the section on required services.
- .2 The consultant will provide continuous inspection services for the purposes of quality assurance, monitoring and reporting during the construction stage of the project.

3.4.12 Additional services

- .1 Additional services, if needed, must be determined in the manner set out in the standing offer.

## **4 PROJECT PLANNING SERVICES**

### **4.1 GENERAL REQUIREMENTS**

The purpose of this stage is to prepare the necessary context and additional information required to offer a coherent and high-quality project.

4.1.1 The following is a list of reports required for the project and which the consultant must prepare.

- .1 Preliminary project reports
  - .1 Feasibility studies
  - .2 Options analysis
  - .3 Analysis or evaluation
- .2 Structural reports
  - .1 Condition reports
  - .2 Detailed inspection reports
  - .3 Inquiry and report
- .3 Reports on the establishment of costs and timelines
  - .1 Implementation strategy and timeline report
  - .2 Report on order of magnitude costs (class D)
- .4 Reports on design regarding the environment and sustainable development

## **5 PRE-DESIGN SERVICES**

**(traditional or design-build approach)**

**5.1 GENERAL REQUIREMENTS**

- 5.1.1 Obtain written authorization from the Department representative to begin pre-design services (project needs analysis)
- 5.1.2 Review all aspects of project needs and produce a report. The consultant will review and also analyze all available information regarding the program, consult PCA and the competent authorities, and produce an exhaustive integrated pre-design report. This report will serve as the basis for the scope of work for the rest of the project and as a work execution guide throughout the project.

**5.2 ROLE OF PCA**

- 5.2.1 PCA must:
- .1 provide all documentary reports and all technical data;
  - .2 offer functional programs;
  - .3 provide all available drawings and plans;
  - .4 review the consultant's pre-design report and produce a report on quality assurance to that effect;
  - .5 review the revisions made and consultant's objections to the PCA quality assurance report;
  - .6 review and approve the detailed workload structure for the project;
  - .7 review and approve the final pre-design report;
  - .8 authorize the consultant to begin the design work;
  - .9 plan the concept and act as liaison with all other PCA personnel involved, on behalf of the consultant;
  - .10 archaeological, electrical and civil assessments, structural services and environmental assessments – when required.

**5.3 CONSULTANT'S RESPONSIBILITIES**

- 5.3.1 In particular, the consultant's scope of work and activities must include the following:
- .1 Administration
    - .1 Provide information and advice at project launch meetings and workshops;
    - .2 Describe the consultant's quality management process;
    - .3 Ensure that the pre-design documents required for this project are all accessible and the information is always up to date. Notify the Department representative of any missing or expired reports.
  - .2 Regulations analysis
    - .1 Review and analyze the regulatory and statutory requirements;
    - .2 Identify and verify all authorities that have competence over the project;
    - .3 Define the applicable codes, regulations and standards;
    - .4 Prepare the "Regulations analysis" section of the pre-design report;
    - .5 Other
  - .3 Program analysis
    - .1 Review and analyze all reports, studies and data provided by PCA.
  - .4 Site analysis
    - .1 Review and analyze all reports, studies and data provided by PCA.
      - .1 Existing site conditions;
      - .2 Existing site drawings and plans;
      - .3 Subsoil condition (geotechnical) reports;
      - .4 Municipal infrastructure: indicate the field investigations to carry out to verify or confirm public services already at the site, and their capacities;
      - .5 Historical characteristics of the site;
      - .6 Archaeological characteristics;

- .7 Environmental characteristics, including the sustainable-design strategy (e.g., rainwater);
- .8 Prepare the “Site analysis” section of the pre-design report.
- .5 Budget, timeline and risk analysis
  - .1 Review and analyze the project budget and the data relating to the timeline, constraints and possibilities;
  - .2 Provide advice and make recommendations regarding modifications to be made to the budget and timeline, and define the resulting impacts on risk and risk mitigation strategies;
  - .3 Prepare class D estimates;
  - .4 Prepare analysis of impacts on risk and risk mitigation strategies;
  - .5 Prepare the “Budget, timeline and risk analysis” section of the pre-design report.
- .6 Pre-design report
  - .1 Prepare an integrated pre-design report and submit it to the Department representative for review and approval;
  - .2 Made revisions at the request of the Department representative and resubmit the report for approval;
  - .3 The report will consolidate the “Needs in terms of services” defined above and will serve as the reference document for project control and tracking project development;
  - .4 The report will serve as the basis for drafting monthly stage reports and will require additions and modifications to reflect changes in project criteria that may be defined and approved throughout the project life-cycle.
- .7 Content of the pre-design report – In particular, the pre-design report must include:
  - .1 A summary;
  - .2 The summary is intended to provide a précis of the pre-design report and recap the recommendations requiring PCA approval;
  - .3 Regulations analysis;
  - .4 Program analysis;
  - .5 Site analysis;
  - .6 Buildings analysis;
  - .7 Budget, timeline and risk analysis;
  - .8 Objections to the PCA quality assurance report;
  - .9 Prepare and submit a written response to PCA comments;
  - .10 Prepare the preliminary analyses of codes and standards.

## **6 FEASIBILITY STUDIES AND OPTIONS ANALYSIS (also called schematic design in this document)**

### **6.1 GENERAL REQUIREMENTS**

- 6.1.1 The consultant must obtain written authorization from the Department representative before beginning the feasibility study and options analysis.
- 6.1.2 The purpose of this stage is to explore at least three different architectural design projects, in order to make comparisons, analyze them against project requirements, and provide a design direction for the preparation of the final design studies.
- 6.1.3 The design must be presented in the form of a sketch (line drawing, to scale), fully integrated and accompanied by at least three (3) different Landscape Architecture solutions, as well as massing models, photographs and a site description.
- 6.1.4 The Department representative will choose an option to be developed. Even if the consultant is asked to indicate a preferred option, it will be up to the Department representative to decide the most appropriate option and to notify the consultant of his or her decision.

### **6.2 ROLE OF PCA**



- 6.2.1 PCA must:
- .1 Organize workshops on the integrated design;
  - .2 Review and comment on the consultant's preliminary submissions;
  - .3 Review the consultant's schematic design and draft a report on quality assurance to that effect;
  - .4 Review the revisions made and the consultant's objections to the PCA quality assurance report;
  - .5 Review and approve the modifications made to the workload structure for the project;
  - .6 Review and approve the final schematic design report;
  - .7 Authorize the consultant to begin design development;
  - .8 Liaise with PCA personnel.

### **6.3 CONSULTANT'S RESPONSIBILITIES**

- 6.3.1 In particular, the consultant's scope of work and activities must include the following:
- .1 Administration
    - .1 Run the integrated design workshops and provide information and advice during them;
    - .2 Confirm the consultant quality management process.
  - .2 Regulations
    - .1 Prepare the preliminary analyses of codes and standards.
  - .3 Site analysis and design options
    - .1 Prepare the site plans, including:
      - .1 Site characteristics and restrictions;
      - .2 Influences, existing structures, etc.;
      - .3 Subsoil characteristics;
      - .4 Historical characteristics of the site;
      - .5 Archaeological characteristics;
      - .6 Environmental characteristics, including sustainable-design strategy (i.e., rainwater management, landscaping, etc.);
  - .4 Budget, timeline and risk analysis
    - .1 Prepare
      - .1 The updated budget and class C cost estimates;
      - .2 Timeline of project stages and milestones, including the periods to be provided for reviews and approvals, at each stage of the project life-cycle;
      - .3 Impacts on risk and risk mitigation strategies;
      - .4 Update of the workload structure.

### **6.4 OPTIONS ANALYSIS REPORT**

- 6.4.1 The schematic design documents show the functional links among project components as well as the scale and nature of the project, based on the definitive version of the functional program, timeline and budget.
- 6.4.2 The consultant must prepare and submit to the Department representative a schematic design development report for review and approval.
- 6.4.3 The report must be revised at the request of the Department representative and resubmitted for official approval.
- 6.4.4 The report updates the "Design development report", consolidates the "Needs in terms of services" defined above and continues to serve as the reference document for project control and for tracking project progress. The schematic design report must be "Web enabled".
- 6.4.5 The consultant must make presentations at meetings organized by the Department representative.

- 6.4.6 Content – in particular, the schematic design report must include:
- .1 a Summary;
    - .1 The summary is intended to provide a précis of the design report and recap the recommendations requiring PCA approval;
    - .2 Regulations analysis;
    - .3 Program analysis and design options;
    - .4 Site analysis and design options;
    - .5 Analysis of the design options;
    - .6 Budget, timeline and risk analysis;
    - .7 Objections to the PCA quality assurance report;
    - .8 Prepare a written response to PCA comments and submit it to the Department representative.

## **7 DESIGN DEVELOPMENT SERVICES (traditional approach only)**

### **7.1 GENERAL REQUIREMENTS**

- 7.1.1 The purpose of this design development stage is to develop and perfect the design option chosen in the schematic design stage.
- 7.1.2 The consultant must obtain written authorization from the Department representative before beginning design development.

### **7.2 ROLE OF PCA**

- 7.2.1 PCA must:
- .1 Organize workshops on the integrated design;
  - .2 Review and comment on the consultant's preliminary submissions;
  - .3 Request "Final approval for the project" from the Treasury Board;
  - .4 Review the consultant's design development report and draft a report to that effect;
  - .5 Review the revisions made and the consultant's objections to the PCA quality assurance report;
  - .6 Review and approve the modifications made to the workload structure for the project;
  - .7 Review and approve the final design development report;
  - .8 Authorize the consultant to begin project execution.

### **7.3 CONSULTANT'S RESPONSIBILITIES**

- 7.3.1 In particular, the consultant's scope of work and activities must include the following:
- .1 Administration:
    - .1 Manage and provide information and advice during:
      - .1 integrated design workshops;
      - .2 information sharing meetings.
    - .2 Confirm the consultant quality management process.
    - .3 Update the consultant quality management process.
  - .2 Regulations:
    - .1 Clarify, develop and prepare:
      - .1 a detailed analysis of codes;
      - .2 a detailed analysis of standards.
  - .3 Site facilities:
    - .1 Clarify, develop and prepare site plans, including for:
      - .1 Site characteristics and restrictions (landscape characteristics, topography, climatic repercussions, withdrawal requirements, easements and servitudes, existing buildings or structures, etc.);
      - .2 Subsoil characteristics;

- .3 Municipal infrastructure, subsoil and elevation services, including capacities and limits (drainage of storm water, fire protection, potable water, electricity, telecommunications, etc.);
  - .4 Historical characteristics of the site;
  - .5 Archaeological characteristics;
  - .6 Environmental characteristics, including sustainable-design strategy (i.e., storm water management, landscaping, etc.);
  - .7 Draft environmental assessments and provide environmental monitoring.
- .4 Design:
- .1 All design activities incumbent on the consultant, in particular:
    - .1 Clarification, development and preparation of detailed design drawings and descriptions;
    - .2 Configuration, geometric plans and automobile traffic on campgrounds, day-use areas, parking lots, etc.;
    - .3 Enclosures, retaining walls, etc.;
    - .4 Design of roads and pavements;
    - .5 Road markings, signals, sign posts, etc.;
    - .6 Elevations, cross-sections, special details, etc.;
    - .7 Seedings and plantings, including details;
    - .8 Design of drainage systems;
    - .9 Summary of sustainable-design strategies;
    - .10 Structural design, including terraces, retaining walls, prepared tent sites, stairs, handrails, planting holes, hospitality structures, signs, footbridges, etc.
    - .11 Special structures and their demolition, suppression/removal of hazardous substances, etc.;
    - .12 Overview of specifications, including identification of all components and finishes, as well as sustainable-supply strategies.
- .5 Budget, timeline and risk analysis:
- .1 Prepare updates of:
    - .1 the budget and class B cost estimate;
    - .2 modifications to project timeline, including tolerances for reviews and approvals for each stage of the project life-cycle;
    - .3 impacts on risk and risk mitigation strategies;
    - .4 workload structure.

## **7.4 DESIGN DEVELOPMENT REPORT**

- 7.4.1 The consultant must draft a design development report and submit it to the Department representative for review.
- 7.4.2 Make revisions at the request of the Department representative.
- 7.4.3 Resubmit the report to the Department representative for official approval.
- 7.4.4 The report updates the “Schematic design report”, consolidates the scope of work and activities defined above and continues to serve as the reference document for project control and for tracking project progress.
- 7.4.5 The consultant must make presentations at meetings organized by the Department representative.
- 7.4.6 The design development project must include in particular:
  - .1 A summary;
    - .1 the summary is intended to provide a précis of the design development report and recap the recommendations requiring PCA approval;
    - .2 Regulations analysis;

- .3 Site design;
- .4 Detailed design;
- .5 Budget, timeline and risk analysis;
- .6 Objections to the PCA quality assurance report;
- .7 Prepare a written response to PCA comments and submit it to the Department representative.

## **8 PROJECT EXECUTION OR CONSTRUCTION DESIGN SERVICES**

### **8.1 GENERAL REQUIREMENTS**

- 8.1.1 The purpose of the project execution (or design-build) stage is to prepare the drawings and specification for the tender or RFSO for design-build, explaining in detail all construction (or design-build) needs for the project along with an estimate of the final cost (class A).
- 8.1.2 The consultant must obtain written authorization from the Department representative before beginning the execution (or design-build) project.

### **8.2 ROLE OF PCA**

- 8.2.1 PCA must:
  - .1 Organize meetings to review the integrated design (or prequalification or RFSO for design-build), when execution (or design-build) project work is 50% and 90% completed, as needed;
  - .2 Review and comment on the consultant's preliminary submissions;
  - .3 Respond to questions from the consultant as needed;
  - .4 Review the revisions made and the consultant's objections to the PCA quality assurance report;
  - .5 Review and approve the modifications made to the workload structure for the project;
  - .6 Review and approve the progress of the execution (or design-build) project when work is 50% and 90% completed;
  - .7 Officially approve the documents prepared for the tender.
  - .8 Liaise with all PCA employees.

### **8.3 CONSULTANT'S RESPONSIBILITIES**

- 8.3.1 In particular, the consultant's scope of work and activities must include the following:
  - .1 Administration:
    - .a Run integrated design review meetings (or stages 1 and 2 of the RFSO for design-build) for the 50%- and 90%-completed stages;
    - .b Update the quality management process for the consultant.
  - .2 Regulations:
    - .a Produce a detailed analysis of standards.
  - .3 Scope of work and activities:
    - .a Obtain approval for the submissions (at 50%, 90% and final completion);
    - .b Confirm the format of drawings and specifications or design-build projects;
    - .c Clarify any special procedures (e.g., construction per tranche);
    - .d Submit the drawings and specifications (or prequalification or the RFSO for design-build) for the required stages (at 50%, 90% and final completion);
    - .e Give a written response to all review comments and incorporate them into the execution projects;
    - .f Provide advice as and when cost estimates progress, and submit updated cost estimates as and when the project develops;
    - .g Update the project timeline;
    - .h Prepare a definitive class A cost estimate;
    - .i Submit all technical calculations;

- .j Review and approve construction materials, processes and specifications to meet sustainable-development objectives.
- .4 Technical meetings and production meetings:
  - .a Execution project production (stages 1 and 2 for design-build) will be reviewed at meetings organized by the Department representative and consultant;
  - .b PCA representatives will attend as provided for by the Department representative;
  - .c The consultant company must ensure that members of its own staff, and representatives of sub-consultants attend the technical meetings and production meetings, as needed;
  - .d The consultant must ensure that all necessary data, copies of project progress, etc., are provided.
  - .e Prepare a written response to PCA comments and submit it to the Department representative.

#### **8.4 GENERAL DELIVERABLES**

- 8.4.1 The defined product deliverables are identical for most projects, but the consultant must adapt them to the particular needs of the project.
- 8.4.2 The exhaustiveness of the work should reflect the stage of a bid.
- 8.4.3 The aspects to be included (among others) are defined below for each stage of the bid.

#### **8.5 DELIVERABLES FOR 50%-COMPLETED BID**

- 8.5.1 Traditional approach – Observations applicable to all disciplines:
  - .1 Architecture value analysis.
  - .2 Clear identification of all NIC (Not In Contract) elements on drawings and specifications.
  - .3 Submission of updated cost estimates and timelines.
  - .4 Report of the stage of application of sustainable-development issues.
  - .5 Response in writing to the Department representative relating to the review comments made during the design development stage.
  - .6 Specifications: (traditional approach)
    - .1 Draft all relevant sections for 50%-completed work.
    - .2 Confirm the revisions made to the general terms of the agreement and coordination with Division 1.
  - .7 Design:
    - .1 Site plan
    - .2 Sections
    - .3 Elevations
    - .4 Preliminary details
    - .5 General notes
  - .8 Structure:
    - .1 Construction, design details and structural plans in collaboration with structural engineers.
- 8.5.2.1 Design-Build:
  - .1 Respond in writing to the Department representative relating to the review comments made during the design development stage;
  - .2 Prepare a definitive class C cost estimate;
  - .3 Prepare the documents for 100%-completion of the bid for stage 1 and for the RFSO at 50% for design-build projects when the bid for stage 1 occurs before the stage 2 documents are completed.

#### **8.6 DELIVERABLES FOR 90%-COMPLETED BID**

- 8.6.1 Traditional approach:

- .1 Respond in writing to the Department representative relating to the review comments made during the 50%-completion stage.
  - .1 Finish all execution drawings and specifications;
  - .2 Sign and stamp all drawings and all specifications;
  - .3 Submit a final report on the application of sustainable-development principles and strategies applied during the project;
  - .4 Submit a copy of the price program and class A project cost evaluation ( $\pm 5\%$ );
  - .5 Submit a copy of the updated project timeline;
  - .6 Make sure that all information on the drawings is fully compliant with the codes, federal standards and all other requirements indicated in the agreement with the consultant.
- .2 Specifications:
  - .1 Draft the specifications for the 90%-completion stage;
  - .2 Submit in writing contributions to the bid form and tenders, as needed;
  - .3 Complete the set of coordinated execution drawings appropriate to the tender, including all special characteristics;
  - .4 Make the final code revisions;
  - .5 Complete the coordination for the 90%-completion stage.

#### 8.6.2 Design-Build:

- .1 Respond in writing to the Department representative relating to the review comments made during the 50%-completion stage.
- .2 Prepare a class B cost estimate;
- .3 Prepare the documents for the 100%-completion of the bid for stage 2 of the RFSO for design-build projects.

### 8.7 100%-COMPLETED BID – DEFINITIVE TENDER SUBMISSION

#### 8.7.1 Traditional approach – Observations applicable to all disciplines. Submit:

- .1 A response in writing to the Department representative relating to the review comments made during the 90%-completion stage.
- .2 All reproducible original drawings and all specifications for the tender, 100% revised and coordinated, incorporating all PCA comments made at 90% completion stage, either in the documents themselves, time permitting, or as addenda during the bid period;
- .3 All sections of specifications and an index of specifications. The specifications must consist of the published and typed sections of the NMS.
- .4 The up-to-date project implementation timeline;
- .5 The revised class A cost estimate;
- .6 An electronic set of specifications on CD or DVD, or emailed in PDF format (Portable Document Format), an index marked by sections and files of drawings on CD or DVD, or emailed in PDF format, at the request of the Department representative.
- .7 All plans and all specifications required with the tender by inspection officers.

#### 8.7.2 Design-Build:

- .1 Respond in writing to the Department representative relating to the review comments made during the 90%-completion stage.
- .2 Revise the class B cost estimate;
- .3 Submit the documents for 100% completion of the bid for stage 2 of the RFSO relating to design-build projects, including a class A estimate immediately after the closure of stage 1: Prequalification.

## 9 ADJUDICATION SERVICES

### 9.1 GENERAL REQUIREMENTS

- 9.1.1 PCA will launch public tenders for the project.

9.1.2 The consultant's original execution (or design-build) projects will appear in Government Electronic Tendering Services (GETS) or will be submitted in paper version when necessary for the tender.

9.1.3 After printing, PCA will keep the original documents and the consultant will provide copies as needed, for use during the bid period.

## **9.2 BIDDERS' CONFERENCE**

9.2.1 During the tender period, the contracting authority may, at the request of a potential bidder, organize bidders' meetings to clarify its needs.

9.2.2 The consultant, sub-consultants, as well as specialist consultants, must attend those meetings and prepare the technical amendments to reflect the contracting authority's intentions.

9.2.3 The contracting authority will respond to questions flowing from those meetings via written addenda only.

9.2.4 All requests by bidders for information during the tender period must be sent immediately to the contracting authority identified on the tender cover page, otherwise no information can be sent to the requestors. The Department representative will direct technical responses to the contracting authority, which will send the questions and their responses to all bidders at the same time in publications, and will provide clarifications without publishing them.

## **9.3 INTERPRETATION OF DOCUMENTATION**

9.3.1 Provide to the Department representative all the information required by the bidders to properly interpret the execution (or design-build) projects, including reports on sample boards, colour of panels, and other special reports.

## **9.4 ADDENDA**

9.4.1 The consultant must, as needed, prepare addenda to the tender and submit them to the Department representative.

9.4.2 The contracting authority sends the tender addenda to all beneficiaries.

9.4.3 The contracting authority will publish all the addenda in writing (no information will be communicated by voice) and may send an addendum by fax.

9.4.4 Addenda are normally published no later than seven business days before a tender closes.

## **9.5 OPENING OF BIDS (traditional approach)**

9.5.1 Bids are opened at the place indicated in the publication.

## **9.6 PRICE NEGOTIATION (traditional approach)**

9.6.1 If the lowest bid exceeds the consultant's final cost estimate (class A) by more than 5%, PCA may negotiate with the lowest bidder to reduce the price to an acceptable level, without making fundamental changes to the scope of work.

9.6.2 If the price reduction entails changes to the scope of work, the consultant will have to:  
.1 notify the Department representative of the elements that could be changed and the foreseeable cost reduction through negotiation;

- .2 meet with the contract negotiation agent, the Department representative and the lowest bidder to provide information and advice during the negotiations.

## **9.7 LAUNCH OF A NEW TENDER (traditional approach)**

- 9.7.1 If a satisfactory price reduction is not negotiated with the lowest bidder or if the desired price reduction entails major changes to the scope of work or design attributes, PCA may launch a new tender for the project.
- 9.7.2 If a new tender is launched for the project, the consultant will have to provide advice and information to the Department representative, as requested.

## **9.8 RESUMPTION OF WORK (traditional approach)**

- 9.8.1 Revise or modify the execution project, as needed, to reduce the cost of work within the limits provided.

## **9.9 RATING FOR STAGE 1 (traditional design)**

- 9.9.1 The consultant must form part of the team set up to evaluate the bidder's skills and experience.

## **9.10 RATING FOR STAGE 2 (traditional design)**

- 9.10.1 The consultant must form part of the team set up to evaluate the design and project delivery management proposed by the bidder.

# **10 CONSTRUCTION ADMINISTRATION SERVICES (DESIGN-BUILD)**

## **10.1 GENERAL**

- 10.1.1 Monitor progress of work performed by the contractor, compliance with drawings and specifications, timelines, quality standards and stage reports, by offering continuous site inspection services.
- 10.1.2 Review the reports on health and safety strategies during the construction stage.
- 10.1.3 Immediately notify the Department representative if human remains, archaeological evidence or objects of historical or scientific interest are discovered at the site and wait for information regarding the steps to take.
- 10.1.4 For a design-build project, review the design documents submitted by the design-build team, in accordance with the procedures in the contract, to verify compliance with the specified design criteria, submit conclusions and formulate recommendations to PCA. The reviews will be at various stages, as specified in the contract.
- 10.1.5 Review the shop drawings and ensure they are processed.
- 10.1.6 Provide to the Department representative the detailed drawings, clarifications, advice, envisaged modification authorizations and granted modification authorizations, as needed.
- 10.1.7 Carry out quality assurance verification.
- 10.1.8 Draft reports regarding contractors in terms of compliance with quality standards and timelines, and make sure that they deliver essential material and equipment.
- 10.1.9 Review instalment requests and make appropriate recommendations.



- 10.1.10 Submit provisional and final anomaly reports.
- 10.1.11 Finalize the project documentation and accounts.
- 10.1.12 Recommend (if necessary) the return of retention guarantees if the work is completed satisfactorily.
- 10.1.13 Monitor problems identified by the client that have appeared during the warranty period.

## **10.2 SITE SAFETY**

- 10.2.1 All construction (or design-build) projects in which federal government employees are involved are subject to Canadian workplace health and safety regulations as administered by Health Canada. Firefighting and protection equipment during construction must comply with Fire Protection Standard 301, which the fire safety engineer is responsible for applying.
- 10.2.2 In addition to the foregoing, contractors must comply with provincial and municipal laws and regulations, as well as all instructions given by responsible agents of such "competent authorities" regarding site safety.

## **10.3 PROJECT MEETINGS**

- 10.3.1 The Department representative will organize meetings every two weeks or when it seems appropriate to do so, throughout the construction period, for the representatives of:
  - .1 stakeholders;
  - .2 PCA internal personnel;
  - .3 the lead consultant;
  - .4 the lead consultant's sub-consultants and specialist consultants, in accordance with the Department representative's guidelines;
  - .5 the contractor, consultants and subcontractors.
- 10.3.2 The consultant must include in the agreement documents relating to the elements that the contractor must supply, the requirements for an adequate-size meeting room, with appropriate furniture and equipment, to hold project meetings.
- 10.3.3 The consultant must include in the agreement documents the contractor's duty to attend the meetings.
- 10.3.4 The consultant will note the questions posed and the decisions taken, prepare the minutes and send them to all participants within two (2) business days of the meeting.
- 10.3.5 The lead consultant, proposed sub-consultants and specialist consultants, must be able to attend in person all meetings regarding design and construction and respond to requests for information within one (1) business day following a request by the Department representative, at the workplace location, from the date that the contract is awarded until final inspection and transfer.
- 10.3.6 The lead consultant must review the minutes for factual errors, omissions or other inaccuracies, and make a report to the Department representative.

## **10.4 PROJECT TIMELINE**

- 10.4.1 Once the contractor's project timeline is received, after the contract is awarded, review and verify that the timeline is reasonable and that the work components are detailed separately. Make comments based on the review and provide advice to the Department representative.

10.4.2 Once the Department representative has approved the contractor's project timeline, use that timeline as the basis for assessing the progress of work.

10.4.3 Note all discrepancies and recommend corrective measures to the Department representative.

10.4.4 Keep an accurate log of reasons for lateness.

10.4.5 Help the contractor to adhere to deadlines by giving him the reports and advice in a timely manner.

## **10.5 BUDGET AND CASH FLOW AT EVERY MEETING**

10.5.1 Review the value of the progress of work using the approved cost breakdown. When each trade is compared to the project timeline on a regular basis and in terms of the cost breakdown, it quickly becomes clear whether the contractor is adhering to the budget and generating the cash flows appropriate to the work.

10.5.2 Keep a log of all discrepancies and agreed corrective measures.

## **10.6 DESIGN (design-build only)**

10.6.1 Review the design documents or drawings submitted by the contractor and make any appropriate comments.

10.6.2 Chair the design meetings with the contractor, consultants and PCA.

## **10.7 SHOP DRAWINGS**

10.7.1 Review problems, discuss them, file them and define agreed corrective measures.

10.7.2 Monitor and note shop drawing review progress. Note the parties targeted for intervention and carry out monitoring.

10.7.3 At the end of the project, send two copies of the reviewed shop drawings to the Department representative. Check that the shop drawings show the project number and are filed in order.

10.7.4 Check the number of shop drawing copies required. Print additional copies for the fire safety engineering office, for example.

10.7.5 The shop drawings must be stamped "Checked and certified accurate for construction" by the contractor and "Reviewed" by the consultant before being returned to the contractor.

10.7.6 Activate processing of the shop drawings in a timely manner.

## **10.8 CLARIFICATIONS PROVIDED DURING CONSTRUCTION (traditional approach)**

10.8.1 The consultant must provide clarifications regarding plans and specifications or regarding site conditions, as needed, so as not to delay the project.

10.8.2 Log all contractor confirmations of having received a clarification.

10.8.3 Check whether a clarification may have a cost and/or timeline repercussions, keep a log for the purpose and advise the Department representative.

10.8.4 Send to the Department representative all additional information regarding drawings, as needed, to clarify and interpret agreement documents in a timely manner.

## **10.9 MEASUREMENT OF WORK**

- 10.9.1 If the work is based on unit prices, measure and record the quantities for verification of monthly instalment requests and the definitive measurement certificate.
- 10.9.2 When notice of a proposed modification based on unit prices has to be submitted, keep an accurate account of the work. Record the dimensions and quantities.

## **10.10 INSPECTIONS AND SUPERVISION**

- 10.10.1 Offer inspection services by the resident and non-resident “architecteur” (architect-cum-builder) assigned by qualified personnel who will verify adherence to the agreement documents. The personnel in question must have full knowledge of the technical and administrative requirements of the project.
- 10.10.2 The personnel with the necessary experience and skills to inspect and supervise must take the primary role in inspecting and monitoring project details. The consultant must offer inspection consulting services from the beginning of the project until it is put into service.
- 10.10.3 The resident architecteur must be a Professional Architect certified to provide the necessary professional services, to the full extent prescribed by provincial laws, in the province where the work will be carried out. The Resident Architect may also be a resident inspection and construction technologist with at least 10 years’ recent and relevant experience acquired under the supervision of a Professional Architect.
- 10.10.4 Put in place an agreement in writing with the contractors regarding the stages or aspects of the work to be inspected before it can be accepted.
- 10.10.5 The Resident Architect must inspect all stages of the work in progress, for the purpose of bringing to the contractor’s attention, after checking with the project design and management consultant, all discrepancies between the work, the agreement documents and the agreed construction methods.
- 10.10.6 Once the construction contract is awarded and before site work starts, the Resident Architect must attend the pre-construction meeting and record the minutes. The consultant should also attend that meeting.
- 10.10.7 Evaluate the quality of work, identify all defects and failures observed during inspection and send those observations in writing to the Department representative.
- 10.10.8 Inspect the materials, prefabricated assemblies and components at their point of origin or at the assembly plant, as needed for project progress.
- 10.10.9 Send in writing to the Department representative all lists of recommendations, clarifications and anomalies and send a copy of them to the contractor.
- 10.10.10 Keep the Department representative informed of the state of progress and quality of work, and report any faults and anomalies in the work observed during the on-site inspections.
- 10.10.11 The Resident Architect must keep a daily log of weather, important materials and equipment deliveries, daily activities and essential work done, of commencement, stoppage or completion of work, unusual site conditions, special visitors to the site, powers given to the contractor to carry out particular work or hazardous work, environmental incidents, health and safety reports and incidents, reports and instruction by appropriate authorities regarding intervention measures.
- 10.10.12 The Resident Architect must keep a daily log of all inspections that he or she makes and send a weekly report to the project manager in the prescribed format.

- 10.10.13 The consultant is tasked with recording all modifications made to the initial agreement on a paper copy of drawings corrected by hand, and then at the end of project verification. It is also required to verify those modifications with the contractor. The consultant will then submit the electronic version of the statements.
- 10.10.14 In an emergency, when the safety of persons or property is at stake, or when measures taken by the contractor or bad weather threatens the work, the Resident Architect must immediately send a notice in writing to the project manager and to the contractor regarding the potential danger, in order to safeguard PCA interests. If necessary, he or she must have the work stopped in order to protect the workers or the government property, or order the contract to carry out cleanup work, and immediately communicate with the design consultant to request instructions.
- 10.10.15 The Resident Architect must not: authorize exemptions or exceptions to the agreement documents, approve workshop documents or samples, approve all or part of any project work, intrude on the responsibility of the contractor's site manager, stop the work unless convinced of the urgency of doing so as indicated above; nor authorize any payment of any kind.

## **10.11 CONSTRUCTION (OR DESIGN-BUILD) CHANGES**

- 10.11.1 The consultant IS NOT authorized to modify the work or the agreement price. A Change Order must be issued for all changes, including those that DO NOT impact project cost, including timelines, substitutions, etc.
- 10.11.2 The consultant must prepare Contemplated Change Notices (CCN), and review the proposals relating to the Change Orders (CO). This involves inspecting and recording the state of progress of CCNs and COs. When work has to be done while waiting for a change order, the consultant must record the time spent and the materials used.
- 10.11.3 The Department representative must accept and approve changes that impact cost or design or change the terms and conditions of the agreement. Once the Department representative's approval is received, the contractor must send the detailed proposals. The prices are then reviewed and the recommendations are sent to the Department representative.
- 10.11.4 The Department representative will then send a CCN and CO to the contractor, along with a copy of each to the consultant.
- 10.11.5 "Compromises" are not permitted.

## **10.12 INSTALMENTS PAID TO THE CONTRACTOR**

- 10.12.1 Every month, the consultant sends an instalment request for the work and materials required in the agreement. The requests are made by completing the following forms, as necessary:
- .1 Request for design payment (design-build);
  - .2 Request for construction payment;
  - .3 Cost breakdown for a unit price or combined price contract;
  - .4 Cost breakdown for a fixed price contract;
  - .5 Statutory declaration: Instalment request.
- 10.12.2 The contractor must determine the amounts payable to the supplier based on the state of progress of the work and authorize the payments made to the contractor.
- 10.12.3 The contractor must review and sign the designated forms and promptly send the requests to the Department representative for processing. The contractor must send to the Department

representative the following information which must be submitted with each instalment request:

.1 The updated timeline of the state of progress of the work.

### **10.13 PAYMENT FOR ON-SITE MATERIALS**

10.13.1 The contractor can claim payment for materials that have been delivered to the site but are not yet installed.

10.13.2 The materials must be stored in a safe placed designated by the Department representative.

10.13.3 A detailed list, checked and verified by the consultant, of the materials as well as the supplier's invoice indicating the price of each item must be appended to each request.

10.13.4 The items must be indicated separately on the detailed file where the cost breakdown list and the total cost appear.

### **10.14 TESTS**

10.14.1 Before making the tender, the consultant must send to the Department representative a list of the tests that it recommends be carried out, including site tests and factory tests. This includes the items in the agreement specifications, based on needs.

10.14.2 The consultant must offer services for testing (as needed), report distribution, lines of communication, etc.

10.14.3 The consultant must review all test reports and take the necessary measures with the contractor when the work does not comply with the contractual requirements. The Department representative must be immediately notified when test results do not meet project requirements and when corrective measures will impact the timeline.

### **10.15 PROTOTYPES, MOCKUPS AND INSTALLATION EXAMPLES**

10.15.1 Specify explicitly the need for prototypes, mock-ups and installation examples, if any, for the purpose of acquiring knowledge of the installation and to submit technically advanced assemblies to special tests.

10.15.2 Make sure that the specifications are very clear regarding all requirements relating to the construction of such prototypes, including:

.1 Specify the time and weather conditions required for such work to be carried out;

.2 Indicate on the site map the place where such work will be carried out;

.3 Direct the contractor's attention to this point at the work launch meeting, and approve the contractor's methods and timelines for carrying out such work;

.4 Require all necessary consulting disciplines, trades, suppliers, product manufacturers, as well as test managers, to participate in an in-depth review of the requirements and projected timelines for installation;

.5 Note sufficiently far in advance, if applicable, the requirements relating to the submission of shop drawings and samples so as not to disrupt the work timeline.

10.15.3 Make sure that a sufficiently large number of observation reports, photos and videos are accessible to avoid any misunderstanding at a later stage.

### **10.16 PROVISIONAL INSPECTION**

10.16.1 When PCA is convinced that the construction work is almost completed, it sends a provisional completion certificate to the contractor, conditional on it being possible, in the

Department representative's opinion, for the work remaining to be completed under the contract to be completed or rectified at a cost not exceeding:

- .1 3% of the first \$500,000,
- .2 2% of the next \$500,000,
- .3 1% of the rest of the amount of the contract at the time that this cost is calculated.

10.16.2 For the contractor to be paid, the parties concerned must complete and sign the following documents:

- .1 Provisional certificate of completion;
- .2 Cost breakdown for a fixed price contract;
- .3 Cost breakdown for a unit price or combined price contract;
- .4 Inspection and acceptance;
- .5 Statutory declaration: Provisional certificate of completion;
- .6 Commission des accidents du travail / Worker's Compensation Board certificate.

10.16.3 The consultant must verify that all items are correctly reported, and ensure that duly completed documents along with supporting documentation are sent to the Department representative for processing.

#### **10.17 FINAL INSPECTION**

10.17.1 The consultant must notify PCA when it is convinced that all work has been completed in accordance with the agreement, including all anomalies listed during the provisional inspection. The Department representative will reconvene the acceptance committee which will proceed with the final inspection of the project. If all is satisfactory, the committee will issue final acceptance of the contractor's project.

10.17.2 For the contractor to receive the final payment, the parties concerned must complete and sign the following documents:

- .1 Final certificate of completion;
- .2 Cost breakdown for a fixed price contract;
- .3 Inspection and acceptance;
- .4 Statutory declaration: Final certificate of completion;
- .5 Cost breakdown for a unit price or combined price contract;
- .6 Commission des accidents du travail / Worker's Compensation Board certificate.
- .7 Certificates of proficiency, if applicable.

10.17.3 The consultant must verify that all items are correctly reported, and ensure that duly completed documents along with supporting documentation are sent to the Department representative for processing.

10.17.4 The consultant must continue to monitor the situation and communicate with the Department representative to ensure that the latter is kept informed of anomalies that caused delays beyond a reasonable length of time.

#### **10.18 DRAWINGS AND SPECIFICATIONS OF FINISHED WORK**

10.18.1 For traditional projects, after take over, the consultant must submit the drawings of the finished work in areas that show construction discrepancies against the original contractual drawings, including changes made to drawings after the signing of the contract, changes resulting from a change order or from a clarification made on-site. For design-build projects, the design-build team must submit the drawings of the finished work to the owner's Architect for review.

10.18.2 Inspect and check the integrity and accuracy of all drawings of the finished work and submit them to PCA.

- 10.18.3 For traditional projects, produce drawings of the finished work incorporating the information relating to the finished work in the project drawings. The drawings and specifications must be submitted in electronic format.
- 10.18.4 For traditional projects, submit the drawings of the finished work and the specifications in the format and quantity specified in the agreement no later than six (6) weeks after final acceptance.
- 10.18.5 For traditional projects, provide a complete set of the latest shop drawings and the list of changes made to specifications.

## **11 POST-CONSTRUCTION SERVICES**

### **11.1 GENERAL**

- 11.1.1 All work carried out under the construction (or design-build) contract includes a standard warranty period of twelve (12) months counting from the effective date of the provisional certificate of completion. Some parts of the work may include longer periods as indicated.
- 11.1.2 The contractor has a duty to correct all faults arising in the work during the warranty period, unless caused by misuse, abuse or negligence by a third party.
- 11.1.3 The Department representative must immediately notify the consultant if the work carried out by the contractor shows faults or possible faults.
- 11.1.4 The consultant must promptly examine the faults and possible faults in the work, send the appropriate information and give advice to the Department representative.
- 11.1.5 The contractor must provide information and advice at the post-construction assessment meetings.

### **11.2 INSPECTION CONNECTED WITH THE TEN-MONTH WARRANTY**

- 11.2.1 Ten months after takeover, at the Department representative's request, the consultant must carry out a ten (10) month warranty review of the project.
- 11.2.2 Prepare a list of anomalies so that the contractor can correct them.
- 11.2.3 Notify the project manager in writing when the points on the ten-month warranty inspection certificate have been completed satisfactorily.

### **11.3 FINAL WARRANTY REVIEW**

- 11.3.1 Carry out a final warranty review at the Department representative's request, before the warranty period expires. Prepare a list of anomalies so that the contractor can correct them.
- 11.3.2 Notify the project manager in writing when all the anomalies on the final warranty review list have been corrected.

## **12 PROJECT ADMINISTRATION REQUIREMENTS**

### **12.1 PROJECT MANAGEMENT**

- 12.1.1 The Department representative assigned to the project is the project manager.

12.1.2 The Department representative has direct control of the project and is responsible for its progress. The Department representative acts as the liaison officer for the consultant and for PCA.

12.1.3 Unless otherwise requested by the Department representative, the consultant receives all federal requirements and all approvals necessary for execution of the work.

## 12.2 LINES OF COMMUNICATION

12.2.1 Unless requested otherwise by the Department representative, the consultant must communicate only with the Department representative.

12.2.2 During the tender for construction, PCA takes charge of all correspondence with the bidders and awarding of the contract.

## 12.3 MEDIA

12.3.1 The consultant must not respond to requests for information regarding the projects or media questions and must forward such requests to the Department representative.

## 12.4 GENERAL DELIVERABLES

12.4.1 Unless indicated otherwise, when deliverables and observations include summaries, reports, drawings, plans, specifications, and timelines, one (1) original document must be sent to the Department representative in electronic format.

12.4.2 The electronic formats must be as follows:

<b>Deliverable</b>	<b>PCA</b>
.1 Written reports and studies	Microsoft Word, Excel and PowerPoint
.2 Calculation sheets and budgets	Microsoft Word, Excel and PowerPoint
.3 Presentations	Microsoft Word, Excel and PowerPoint
.4 Timelines	Adobe Acrobat PDF
.5 Drawings	Auto CAD
.6 Specifications	DDN-Edit
.7 Web	Adobe Acrobat PDF
.8 Internet	HTML
.9 The consultant may also submit work in PDF format. Only definitive drawings, regardless of the stage of execution, must be in Auto CAD format.	
10. All drawings are produced and distributed in the format using layering and file transfer protocol, as prescribed in the standards and procedures.	

## 12.5 ACCEPTANCE OF CONSULTANT DELIVERABLES

12.5.1 Although PCA acknowledges the consultant's duty to meet the project requirements, the project completion process entitles PCA to review the work. PCA reserves the right to reject all undesirable or unsatisfactory work. The consultant must obtain acceptance from the Department representative at every stage of the project.

12.5.2 The acceptances indicate that, based on a general review of the material for particular aspects, the material is considered to be in conformance with governmental and departmental objectives and practices and the overall project objectives should be satisfactorily achieved. Acceptance does not release the consultant from professional liability for the work and its conformity to the general terms and conditions of the agreement.

12.5.3 PCA acceptances do not prohibit it from rejecting work if it is judged to be unsatisfactory when reviewed at a later stage. If the progressive design development or technical survey



reveals that previous acceptances should be withdrawn, the consultant is responsible for modifying the work and must resubmit an acceptance request at its own cost.

## **12.6 COORDINATION OF SUB-CONSULTANTS**

12.6.1 The consultant must:

- .1 coordinate the work of the sub-consultants and specialists it has retained, during all stages of the project;
- .2 ensure clear, accurate and continuous communication regarding design, budget, scheduling conflicts (including changes) within the responsibility of the sub-consultants and specialists, from the initial examinations of the base building until the reports issued after construction;
- .3 coordinate the inputs for the Department representative's risk management plan;
- .4 coordinate the quality assurance process and make sure that presentations made to sub-consultants are completed and signed by the designated principal reviewer;
- .5 ensure that the sub-consultants provide adequate site inspection services and attend all required meetings.

## **12.7 RESPONSE TIMES DURING THE PROJECT**

12.7.1 Key consulting personnel, sub-consultants and representatives of specialist firms must be able to personally attend meetings or respond to requests for information within one (1) business day.

## **12.8 DESIGN MEETINGS**

12.8.1 Throughout the design and bidding stages for the project, the Department representative will organize general meetings every two weeks for the representatives of:

- .1 Parks Canada Agency,
- .2 consultants.

12.8.2 The meetings will normally be in the form of teleconferences. Individual meetings may sometimes be held.

12.8.3 The consultant must:

- .1 attend the meetings;
- .2 record the questions posed and decisions taken;
- .3 draft the minutes and distribute them within 24 hours of the meeting.

12.8.4 Permanent agenda points must include the timeline, costs, risks, quality, safety, sustainable development and ecology.

12.8.5 From time to time, emergency meetings may be held to resolve problems that arise. The consultant must be able to attend such meetings at a mutually convenient location, within two (2) days of notice of meeting.

## **12.9 CONSTRUCTION MEETINGS**

12.9.1 During the construction period, the Department representative will organize meetings, generally every two weeks, for the representatives of:

- .1 Parks Canada Agency;
- .2 Public Works and Government Services Canada (PWGSC), as needed;
- .3 consultants;
- .4 the contractor.

12.9.2 Meetings are generally held on-site, in the contractor's office.

- 12.9.3 The consultant must:
- .1 attend the meetings;
  - .2 record the questions posed and the decisions taken, draft the minutes and distribute them within 24 hours of the meeting.

## **12.10 PCA QUALITY ASSURANCE AND RESOURCE OPTIMIZATION REVIEWS**

- 12.10.1 In concert with the integrated design process, PCA will carry out resource optimization and quality assurance reviews of the design and construction documents prepared by the consultants. These consultants and sub-consultants have to respond in writing on comments made in a timely manner; they will be held responsible for delays caused by not providing appropriate replies in a timely manner.
- 12.10.2 The PCA reviews are not intended for the checking of errors and omissions in the present documents. The consultants are held responsible for such errors and omissions, regardless of the reviews carried out by PCA.

## **13 PROJECT PARTICIPANTS**

### **13.1 FEDERAL PROJECT TEAM**

- 13.1.1 The federal project team comprises:
- .1 The PCA project manager who represents the owner, defines needs and launches projects, develops functional and operational requirements, obtains the necessary approvals and funding, and participates in selecting consultants.
  - .2 The PCA Department representative who is responsible for the day-to-day management of the project. The Department representative will be the sole contact point with the consulting contact for all requests relating to the project.
  - .3 The PCA representatives. Many representatives may participate in the project. They will be tasked with technical issues relating to their respective organizations.
  - .4 PWGSC, if necessary.

## **14 SUBMISSION, REVIEW AND APPROVAL PROCESS**

### **14.1 SUBMISSIONS:**

- 14.1.1 Provide all the required submissions for, or as defined by, the Department representative.
- 14.1.2 Provide a draft of the report to the Department representative for review purposes at integrated design meetings, at 90% completion of the pre-design, schematic design and design development stages.
- 14.1.3 Provide the sets of construction drawings and specifications available, to the Department representative for review purposes at integrated design meetings, when stages are 50% and 90% completed.
- 14.1.4 Send an original copy of the construction drawings and specifications available, ready for bid submission, to the Department representative.

### **14.2 PCA DESIGN REVIEW COMMITTEE**

- 14.2.1 The purpose of the review and approval process is to ensure conformity with the project program, adherence to best design practices and technical quality assurance.
- 14.2.2 The Department representative will organize committee review meetings at the end of the schematic design stage and the design development stage.

**14.3 OTHER COMPETENT AUTHORITIES**

- 14.3.1 Although the federal government does not officially recognize the competence of other levels of government, voluntary observance of their requirements is required, unless indicated otherwise by the Department representative.
- 14.3.2 The codes, regulations, laws and decisions of other competent authorities shall be observed. In case of overlap, the more severe apply. The consultant must identify the other appropriate jurisdictions for the project.
- 14.3.3 PCA will voluntarily comply with provincial and territorial laws and regulations worksite health and safety, in addition to Canadian workplace health and safety regulations.

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

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

## **SUBMISSION REQUIREMENTS AND EVALUATION**

### **SRE 1 GENERAL INFORMATION**

#### **1.1 Reference to the selection procedure**

Details of the “Overview of the selection process” can be found in the General Instructions to Proponents (IG9).

#### **1.2 Submission of proposals**

The proponent shall meet all the requirements of presentation. Please follow the detailed instructions of “Presentation of proposals” in the General Instructions to Proponents (IG10).

#### **1.3 Calculation of the total score**

For this standing offer, the total score will be calculated as follows:

Technical rating x 90%	=	total score (in points)
Price rating x 10%	=	price score (in points)
Total score		max. 100 points

### **SRE 2 REQUIREMENTS RELATING TO THE PROPOSAL**

#### **2.1 Requirements regarding the format of the proposal**

The following information on the format must be taken into account in the preparation of the proposal.

- a) Present one (1) original and signed bound copy, and four (4) bound copies of the proposal.
- b) One (1) electronic copy of the proposal (PDF format) on a USB stick, CD or DVD
- c) Sheet size: 216 mm x 279 mm (8.5" x 11")
- d) Minimum dimension of characters - 11 points, Times or equivalent
- e) Minimum width of the margins - 12 mm side, top and bottom margins
- f) It is preferable that proposals be presented on double-sided pages
- g) One (1) “page” means one side of a sheet of paper
- h) A folding sheet of format 279 mm x 432 mm (11" x 17"), e.g., for tables and flowcharts, will be counted as two pages.
- i) The proposal order should follow the order in the Standing Offer, section SRE 3.

#### **2.2 Specific requirements of submission of proposals**

The maximum number of pages, including the text and the tables, for Proposal Evaluation and Rating under the heading SRE 3.2 is thirty-five (35) pages.

The following is not included in the maximum number mentioned above;

- Cover Letter;
- Table of Contents;
- Separators;
- CVs (Curriculum vitae);
- Declaration form / certificates (Annex A);
- Certificate and proof of compliance with Health and Safety requirements (Annex E);
- Designation format of team members (Annex D);
- Certificates, Provisions regarding integrity;
- First page of the Request for Standing Offers document;

- First page of the modification(s) to the Request for Standing Offers;
- Price Proposal Form (Annex B).

**Consequence of non-compliance: Any excess page beyond the maximum number of pages mentioned above, including any attachments, will be removed from the proposal and excluded from the assessment by the PCA Assessment Committee.**

### SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

#### 3.1 MANDATORY REQUIREMENTS

Failure to comply with the mandatory requirements will render the bid unacceptable and will be rejected immediately.

##### 3.1.1 Declaration Form / Certificates

Proponents must complete, sign and submit:

1. Appendix A, Declaration Form / Certificates as requested.

##### 3.1.2 Licence, certificate or authorization

The proponent must be authorized to provide architectural and landscape services and should include a project manager and a senior landscape architect, approved, certified and/or licensed to provide necessary professional services (ex. Association of Landscape Architects Quebec (ALAQ), Canadian Society of Landscape Architects (CSLA)), wherever prescribed by provincial or territorial legislation in the province specified in the Required Services (RS 1).

##### 3.1.3 Provisions relating to integrity - related information

Not applicable

##### 3.1.4 Consultant Team Identification

The proponent must identify the name of the Proponent firm, key Sub-Consultant firms, key Specialists and key personnel to be assigned to this assignment, along with their licensing and/or professional affiliation(s). An example of an acceptable format for submission of the team identification information is provided in Appendix "D" attached.

1. The consultant team must have expertise in landscape architecture and be authorized to provide architectural professional services to the full extent that may be required by provincial legislation.
2. In addition, resources must have expertise and recent relevant experience in traditional planning, design and construction or design-build, and provide resident services and non-resident services for projects in architecture landscape of all kinds. **The proponent must clearly indicate how they meet this criteria.**
3. Resources must have the minimum experience indicated below. An example of an acceptable format for presentation of contact information for team members can be found in Appendix D.

#	Description	Minimum experience
1	Project Manager	Member of AAPQ and/or CSLA with a minimum of 15 years relevant experience
2	Senior Landscape Architect	Member of AAPQ and/or CSLA with a minimum of 10 years relevant experience

Staff of the proponent offering services must be part of the proponent company (see the definition of "proponent" in Article IG20 of the General Instructions). Skills and experience of staff that are not part of the proponent company (or of the joint venture of the proponent) will not be considered during the evaluation. The project manager and senior landscape architect must be able to express themselves and work in French.

### 3.2 RATING REQUIREMENTS

Proposals that meet the mandatory requirements are evaluated according to the following criteria. The evaluation will take into consideration the clarity of the wording of the proposal (Use of language, document structure and conciseness and completeness of the response).

For all criteria used to assess the experience of the proposed resources, points will be allocated only if the experience is sufficiently demonstrated. Therefore, bidders should provide sufficient information to permit a complete assessment of each experience mentioned.

Points will not be allocated if the information provided is insufficient to confirm that experience is consistent with the requirements of the criterion.

To be considered responsive, a technical submission must a) Meet all the mandatory criteria of this application and b) Obtain at least sixty (60) points for the all evaluation criteria rated here. You will find below the detailed explanation of the criteria that are subject to rating. Tenders that do not get a passing grade shall be rejected and no further consideration shall be given. The total value of the rated criteria is one hundred (100) points.

#### 3.2.1 Understanding the scope of services (Maximum 10 points)

1. *What we look for*  
Demonstration confirming that you understand all requirements with respect to services, including documents to produce and especially planned methods, technical expectations and coordination requirements, in particular in the implementation of the Government's plans.
2. *What the proponent should provide*
  - a) Scope of services: Detailed list of services;
  - b) Summary of the type structure proposed for allocation of work, namely the resources allocated to the project, the calendar and importance of the work;
  - c) General objectives (Federal government corporate identity, sustainable development and difficult issues);
  - d) Application of risk management strategy;
  - e) Method of managing projects for collaboration with PCA (Understanding of the management structure of PCA, the environment of clients, the process of the standing offer and collaboration with the Government in general).

#### 3.2.2 Team work method /management of services (Maximum 30 points)

1. *What we look for*
  - A presentation of the structure of the team, the proposed approach and methodology used to perform the required services.
  - An indication of the location of the team responsible for executing the required services should also be provided.
2. *What the proponent should provide;*  
Description:
  - a) Roles and generic responsibilities of key staff who will be responsible for performing a portion of the work resulting from call-ups. Key staff whose roles and responsibilities to describe are the following: a **project manager**, a **senior**

**landscape architect, an intermediate architect, a senior engineer in civil engineering, a senior site supervisor, a senior environmental specialist, and a senior architect;**

- b) The allocation of resources and the availability of substitutes;
- c) Management and organization (hierarchical structure);
- d) The approach of the consulting firm to respond to individual call-ups which will be provided under this standing offer;
- e) Quality control techniques;
- f) Demonstration of the ways the team intends to meet intervention deadlines under the project;
- g) Conflict resolution method.

### 3.2.3 Prior experience (Maximum of 20 points)

1. *What we look for*

Demonstration that during the last seven (7) years, the proponent has participated in different projects requiring a full range of services in accordance with the section of the Required Services (RS). With these projects, the proponent should have been called upon to ensure the scope of the services listed in the Required Services (RS) section.

2. *What the proponent should provide;*

a) Brief description of at most;

1) One (1) major landscape project for a National or Provincial Park, which included the evaluation of the site, design, planning, detailed design and construction administration;

(2) One (1) evaluation and concept development project for a camping site with detailed design and construction administration;

3) One (1) municipal urban landscape architecture project, which included the evaluation of the site, design, planning, detailed design and construction administration;

4) One (1) landscape project for a Heritage Site, which included the evaluation of the site, design, planning, detailed design and construction administration;

5) One (1) waterfront project, which included a pier, wharf and related facilities, which included the evaluation of the site, detailed design and construction administration;

6) One (1) project chosen by the consultants which demonstrates services provided by the proponent relevant to the list of projects provided in the introduction.

These projects must be relevant to this RFSO and completed over the past seven (7) years by the proponent;

b) For the above projects, indicate the names of the members of senior staff and members of the project staff who were part of the project team, as well as their different responsibilities, as well as the scope of work and the budget by activity sector;

c) Indicate why each project is relevant to this RFSO.

d) Indicate the dates at which the services were provided for the projects listed.

e) Scope of services rendered and objectives, constraints and documents to produce as part of the projects;

f) Clients whose name is provided in reference: Names, addresses, and telephone and fax numbers of client managers to contact at the level of execution. We can check references if deemed necessary.



3. The proponent (as defined in article IG20 of the General Instructions) must have knowledge of the above-mentioned projects. The experience of previous projects of entities other than of the proponent will not be taken into account when assessing unless entities are part of the joint venture of the proponent.
4. Please indicate the projects that have been performed as part of a joint venture and the responsibilities of each of the member entities of this joint venture in each project.

### 3.2.4 Skills and experience of key staff (Maximum of 40 points)

1. *What we look for*  
Demonstration confirming that the proponent has key staff members with skills, capacity and know-how in each of the sectors listed in the Required Services (RS) section.
2. In addition, the proponent must submit resources indicated below with the required experience. An example of an acceptable format for the presentation of the coordinates of the team members can be found in Appendix D. Key staff must include:

#	Description	Experience Sought
1	Intermediate Landscape Architect	Member of AAPQ and/or CSLA with a minimum of 5 years relevant experience
2	Senior Landscape Architect technician	B.Arch. or technician with 10 years pertinent experience in landscape architecture
3	Intermediate Landscape Architect technician	with 5 years of relevant experience
4	Senior Environmental Specialist	Biologist or B.Sc. in environmental sciences with 10 years pertinent experience
5	Intermediate Environmental Specialist	Biologist or B.Sc. in environmental sciences with 5 years pertinent experience
6	Senior site supervisor	with 10 years of relevant experience
7	Senior Architect	Member of the OAQ with a minimum of 10 years relevant experience
8	Senior Archaeologist	with 10 years of relevant experience
9	Senior Civil engineer	Member of the OIQ with a minimum of 10 years relevant experience
10	Surveyor	with 5 years of relevant experience
11	Materials inspector (soil, concrete, asphalt)	Technician/technologist with 5 years of relevant experience

Each of the proposed resources will be evaluated. The total score for the team will be determined by averaging all the scores obtained by the resources proposed.

- .3 What the proponent should provide: *(for key staff members)*
  - (a) Submit the curricula vitae of key personnel listed in section 3.2.4.2 that will perform the majority of the work for individual call-ups. Each curriculum vitae should clearly indicate the number of years of experience of the project staff in the provision of services specified in the Required Services (RS) section.
  - (b) The number of years of service of the company;
  - (c) Studies and professional certification;
  - (d) Achievements and prizes won.

### 3.3 EVALUATION AND SCORING

1. The PCA Evaluation Committee will review, evaluate and rate all proposals deemed acceptable (i.e., those that meet all of the mandatory requirements expressed in the Standing Offer Request). Initially, price envelopes will not be opened; only the technical aspects of the proposal will be evaluated in accordance with the following schedule, in order to establish the technical score.

Criteria	Weighting coefficient	Score	Weighted score
Understanding scope of services	1.0	0 - 10	0 - 10
Team work method/management of services	3.0	0 - 10	0 - 30
Previous experience	2.0	0 - 10	0 - 20
Skills and experience of key personnel	4.0	0 - 10	0 - 40
<b>Total</b>			<b>0 - 100</b>

#### Generic assessment table

The members of PCA Evaluation Committee will assess the strengths and weaknesses of the bid according to the evaluation criteria and will award points for each evaluation criterion according to the following generic evaluation table:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	SOLID
0 point	2 points	4 points	6 points	8 points	10 points
Did not provide information that can be assessed	Does not understand at all or poorly understood requirements	Knows to some extent the requirements but does not sufficiently understand some aspects of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weakness cannot be corrected	In general, it is unlikely that weaknesses can be corrected	Weaknesses can be corrected	No significant weakness	No apparent weaknesses
	The proponent lacks qualifications and experience	The proponent lacks some qualifications and experience	The proponent has an acceptable level of qualifications and experience	The proponent has qualifications and experience	The proponent is highly qualified and experienced
	Unlikely that the proposed team is able to meet the needs	Team does not have all the elements or low overall experience	Team has almost all of the elements and will probably meet the requirements	Team has all the elements - some members have worked together	Strong team - members have worked together effectively on similar projects
	Previous projects are unrelated to the requirements of this request	Generally previous projects are unrelated to the requirements of this request	Previous projects are generally related to the requirements of this request	Previous projects are directly related to the requirements of this request	Principally responsible for previous projects directly related to the requirements of this request

	Extremely weak; will not be able to meet performance requirements	Little chance of meeting performance requirements	Acceptable capacity; should achieve adequate results	Capacity satisfied; should achieve effective results	Superior capacity; should achieve very effective results
--	-------------------------------------------------------------------	---------------------------------------------------	------------------------------------------------------	------------------------------------------------------	----------------------------------------------------------

In order for their proposal to be studied more in depth, proponents **must** achieve a minimum weighted rating of sixty (60) on one hundred (100) points in terms of the rated technical criteria, according to the terms and conditions specified above.

**Proposals from proponents that do not get a pass mark of sixty (60) points will not be studied in more depth.**

#### **SRE 4 PRICES OF SERVICES**

All envelopes containing the price of offers from proposals deemed eligible which have been assigned a pass mark of sixty (60) points will be opened at the end of the evaluation of the technical bids. When there are at least two (2) eligible proposals, an average price is established by adding all the price proposals and dividing the sum by the number of price proposals opened. This calculation will not be performed when fewer than two (2) receivable proposals are received.

All price proposals with a gap of more than twenty-five percent (25%) compared to the average price will be rejected.

Other price proposals will be rated as follows:

1. We will issue the lowest price proposal a price score of 100.
2. We will issue the second, third, fourth and fifth price proposals, 80, 60, 40 and 20, respectively. We will issue a zero price rating to all other price proposals.
3. In the rare cases where two (or more) price proposals are identical, we will assign the same score and we will skip the corresponding number of scores afterwards.

We will multiply the price by the applicable percentage rating to establish the price score.

#### **SRE 5 TOTAL SCORE**

The total score in accordance with the following schedule will be established.

<b>Scores</b>	<b>Possible range</b>	<b>% of the total score</b>	<b>Score (points)</b>
Technical score	0 - 100	90	0 - 90
Price score	0 - 100	10	0 - 10
<b>Total score</b>		<b>100</b>	<b>0 - 100</b>

We will categorize the proposals in descending order according to the total score (i.e., technical rating factored by the price score). We will recommend assigning a standing offer to proponents who have presented the best scores. In the event of a tie, we will select the applicant who has submitted the lowest price proposal for the services required. Canada reserves the right to issue no more than four (4) standing offers.

#### **SRE 6 SUBMISSION REQUIREMENTS - VERIFICATION LIST**

The following list of documents and forms is provided to assist proponents in ensuring they present a complete proposal. The proponent shall meet all the requirements of presentation.

Please follow the detailed instructions of "Presentation of proposals" in the General Instructions to Proponents (IG10).

- Form / Certificates Declaration - form included in Annex A to be completed and signed
- Integrity Provisions - Related information - list of directors / owners

*Solicitation No. - N° de l'invitation : 5P301-16-0001*

*File Name - Nom du dossier: RFSO- Landscape Architecture – National Parks and Historic Sites in the province of Quebec.*

- Proposition - one (1) original and four (4) copies (and one (1) electronic copy)
- First page of the Request for Standing Offers
- First revision page of the Request for Standing Offers

In a separate envelope:

- Price offer form - one (1) copy completed and submitted in a separate envelope.



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## APPENDIX A

Declaration/Certifications Form



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

**Name of Proponent:**

**Street Address:**

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

**City:**

**City:**

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

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

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(    )

**Fax Number:**    (    )

**E-Mail:**

**Procurement Business Number:**

**Type of Organization**

\_\_\_ Sole Proprietorship

\_\_\_ Partnership

\_\_\_ Corporation

\_\_\_ Joint Venture

**Size of Organization**

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

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

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

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

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

Other \_\_\_\_\_



Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

I, the Proponent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Standing Offer, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive, may result in the Standing Offer set-aside, or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_(YY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Proponent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and

- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions to Proponents)



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

### Former Public Servant (FPS) - Certification

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.





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

**Work Force Adjustment Directive**

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

If so, the Proponent must provide the following information:

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

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



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

**Name of Proponent:**

\_\_\_\_\_

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

Education, Professional Accreditation and Experience:

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

**DECLARATION:**

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

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

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

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

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

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

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

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

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

This Appendix A must be completed and submitted with the proposal. Failure to comply with the request will render the proposal non-responsive.



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## **APPENDIX B**

### Price Proposal Form



## PRICE PROPOSAL

## Appendix "B"

### INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. It is MANDATORY that offerors submit firm prices/rates for the period of the proposed Standing Offer for all items listed. This section, when completed, will be considered as the offeror's Financial Offer.
5. **Rates quoted must remain firm for the period of the Standing Offer.** GST/HST, if applicable, is not included and is to be shown as a separate item on any resulting invoice
6. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
7. There will be no extra payment made for overtime.
8. All Travel and Living expenses must have the prior authorization of the Project Authority and comply with government's related allowance amount, rules and regulations, and are subject to government audit.
9. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A. Weight Factors are for evaluation purpose only, actual usage may vary.
10. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, PCA will correct the totals to ensure the fairness of the Proposals.



**PRICE PROPOSAL**

**Appendix "B"**

**Name of Proponent:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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

**Procurement Business Number (PBN):** \_\_\_\_\_

**TABLE ONE: STANDING OFFER - YEAR ONE – Starting on Award Date**

<b>Category of Personnel Standing Offer Year One (1)</b>	<b>Weight Factor (A)</b>	<b>Fixed Hourly Rate (B)</b>	<b>Total (A X B)</b>
<b>Project Manager</b>	200		
<b>Landscape Architecture:</b>	-----	-----	-----
Senior Landscape Architect	200	\$	\$
Intermediate Landscape Architect	300	\$	\$
Junior Landscape Architect	100		
Senior Landscape Architectural Technician	200	\$	\$
Intermediate Landscape Architectural Technician	200	\$	\$
Junior Landscape Architectural Technician	100		
<b>Architecture:</b>	-----	-----	-----
Senior Architect	200	\$	\$
Intermediate Architect	100	\$	\$
Junior Architect	100		
<b>Civil Engineer (includes municipal, structural):</b>	-----	-----	-----
Senior Engineer	100	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50		
<b>Geological Engineer:</b>	-----	-----	-----
Senior Engineer	50	\$	\$
Intermediate Engineer	20	\$	\$
Junior Engineer	20		



<b>Environmental:</b>	-----	-----	-----
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	20	\$	\$
Junior Environmental Scientist	20	\$	\$
<b>Archaeologist:</b>	-----	-----	-----
Senior Archaeologist	50	\$	\$
Intermediate Archaeologist	20	\$	\$
Junior Archaeologist	20		
<b>General Drafting Autocad:</b>	-----	-----	-----
Draftsman	100	\$	\$
Junior Draftsman	50	\$	\$
<b>Field Personnel:</b>	-----	-----	-----
Senior Supervisor	100	\$	\$
Intermediate Supervisor	100	\$	\$
Junior Supervisor	100	\$	\$
Surveyor (includes equipment and vehicle)	100	\$	\$
Quality Assurance and materials testing	20	\$	\$
Quantity Surveyor Estimator	50	\$	\$
Construction Clerk	10	\$	\$
Labor	10	\$	\$
<b>(a) Total for Evaluation – Year One (1) of Standing Offer</b>			\$

**TABLE TWO: STANDING OFFER - YEAR TWO**

Category of Personnel Standing Offer Year Two (2)	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
<b>Project Manager</b>	200		
<b>Landscape Architecture:</b>	-----	-----	-----



Senior Landscape Architect	200	\$	\$
Intermediate Landscape Architect	300	\$	\$
Junior Landscape Architect	100		
Senior Landscape Architectural Technician	200	\$	\$
Intermediate Landscape Architectural Technician	200	\$	\$
Junior Landscape Architectural Technician	100		
<b>Architecture:</b>	-----	-----	-----
Senior Architect	200	\$	\$
Intermediate Architect	100	\$	\$
Junior Architect	100		
<b>Civil Engineer (includes municipal, structural):</b>	-----	-----	-----
Senior Engineer	100	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50		
<b>Geological Engineer:</b>	-----	-----	-----
Senior Engineer	50	\$	\$
Intermediate Engineer	20	\$	\$
Junior Engineer	20		
<b>Environmental:</b>	-----	-----	-----
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	20	\$	\$
Junior Environmental Scientist	20	\$	\$
<b>Archaeologist:</b>	-----	-----	-----
Senior Archaeologist	50	\$	\$
Intermediate Archaeologist	20	\$	\$
Junior Archaeologist	20		
<b>General Drafting Autocad:</b>	-----	-----	-----
Draftsman	100	\$	\$



Junior Draftsman	50	\$	\$
<b>Field Personnel:</b>	-----	-----	-----
Senior Supervisor	100	\$	\$
Intermediate Supervisor	100	\$	\$
Junior Supervisor	100	\$	\$
Surveyor (includes equipment and vehicle)	100	\$	\$
Quality Assurance and materials testing	20	\$	\$
Quantity Surveyor Estimator	50	\$	\$
Construction Clerk	10	\$	\$
Labor	10	\$	\$
<b>(a) Total for Evaluation – Year Two (2) of Standing Offer</b>			\$

**TABLE THREE: STANDING OFFER – OPTION YEAR ONE**

Category of Personnel Standing Offer Option Year One (1)	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
<b>Project Manager</b>	200		
<b>Landscape Architecture:</b>	-----	-----	-----
Senior Landscape Architect	200	\$	\$
Intermediate Landscape Architect	300	\$	\$
Junior Landscape Architect	100		
Senior Landscape Architectural Technician	200	\$	\$
Intermediate Landscape Architectural Technician	200	\$	\$
Junior Landscape Architectural Technician	100		
<b>Architecture:</b>	-----	-----	-----
Senior Architect	200	\$	\$
Intermediate Architect	100	\$	\$
Junior Architect	100		
<b>Civil Engineer (includes municipal, structural):</b>	-----	-----	-----





Senior Engineer	100	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50		
<b>Geological Engineer:</b>	-----	-----	-----
Senior Engineer	50	\$	\$
Intermediate Engineer	20	\$	\$
Junior Engineer	20		
<b>Environmental:</b>	-----	-----	-----
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	20	\$	\$
Junior Environmental Scientist	20	\$	\$
<b>Archaeologist:</b>	-----	-----	-----
Senior Archaeologist	50	\$	\$
Intermediate Archaeologist	20	\$	\$
Junior Archaeologist	20		
<b>General Drafting Autocad:</b>	-----	-----	-----
Draftsman	100	\$	\$
Junior Draftsman	50	\$	\$
<b>Field Personnel:</b>	-----	-----	-----
Senior Supervisor	100	\$	\$
Intermediate Supervisor	100	\$	\$
Junior Supervisor	100	\$	\$
Surveyor (includes equipment and vehicle)	100	\$	\$
Quality Assurance and materials testing	20	\$	\$
Quantity Surveyor Estimator	50	\$	\$
Construction Clerk	10	\$	\$
Labor	10	\$	\$
<b>(a) Total for Evaluation – Option Year One (1) of Standing Offer</b>			\$



**TABLE FOUR: STANDING OFFER – OPTION YEAR TWO**

Category of Personnel Standing Offer Option Year Two (2)	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
<b>Project Manager</b>	200		
<b>Landscape Architecture:</b>	-----	-----	-----
Senior Landscape Architect	200	\$	\$
Intermediate Landscape Architect	300	\$	\$
Junior Landscape Architect	100		
Senior Landscape Architectural Technician	200	\$	\$
Intermediate Landscape Architectural Technician	200	\$	\$
Junior Landscape Architectural Technician	100		
<b>Architecture:</b>	-----	-----	-----
Senior Architect	200	\$	\$
Intermediate Architect	100	\$	\$
Junior Architect	100		
<b>Civil Engineer (includes municipal, structural):</b>	-----	-----	-----
Senior Engineer	100	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50		
<b>Geological Engineer:</b>	-----	-----	-----
Senior Engineer	50	\$	\$
Intermediate Engineer	20	\$	\$
Junior Engineer	20		
<b>Environmental:</b>	-----	-----	-----
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	20	\$	\$
Junior Environmental Scientist	20	\$	\$



<b>Archaeologist:</b>	-----	-----	-----
Senior Archaeologist	50	\$	\$
Intermediate Archaeologist	20	\$	\$
Junior Archaeologist	20		
<b>General Drafting Autocad:</b>	-----	-----	-----
Draftsman	100	\$	\$
Junior Draftsman	50	\$	\$
<b>Field Personnel:</b>	-----	-----	-----
Senior Supervisor	100	\$	\$
Intermediate Supervisor	100	\$	\$
Junior Supervisor	100	\$	\$
Surveyor (includes equipment and vehicle)	100	\$	\$
Quality Assurance and materials testing	20	\$	\$
Quantity Surveyor Estimator	50	\$	\$
Construction Clerk	10	\$	\$
Labor	10	\$	\$
<b>(a) Total for Evaluation – Option Year Two (2) of Standing Offer</b>			\$

**TABLE FIVE: STANDING OFFER – OPTION YEAR THREE**

Category of Personnel Standing Offer Option Year Three (3)	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
<b>Project Manager</b>	200		
<b>Landscape Architecture:</b>	-----	-----	-----
Senior Landscape Architect	200	\$	\$
Intermediate Landscape Architect	300	\$	\$
Junior Landscape Architect	100		
Senior Landscape Architectural Technician	200	\$	\$
Intermediate Landscape Architectural Technician	200	\$	\$
Junior Landscape Architectural Technician	100		



<b>Architecture:</b>	-----	-----	-----
Senior Architect	200	\$	\$
Intermediate Architect	100	\$	\$
Junior Architect	100		
<b>Civil Engineer (includes municipal, structural):</b>	-----	-----	-----
Senior Engineer	100	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50		
<b>Geological Engineer:</b>	-----	-----	-----
Senior Engineer	50	\$	\$
Intermediate Engineer	20	\$	\$
Junior Engineer	20		
<b>Environmental:</b>	-----	-----	-----
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	20	\$	\$
Junior Environmental Scientist	20	\$	\$
<b>Archaeologist:</b>	-----	-----	-----
Senior Archaeologist	50	\$	\$
Intermediate Archaeologist	20	\$	\$
Junior Archaeologist	20		
<b>General Drafting Autocad:</b>	-----	-----	-----
Draftsman	100	\$	\$
Junior Draftsman	50	\$	\$
<b>Field Personnel:</b>	-----	-----	-----
Senior Supervisor	100	\$	\$
Intermediate Supervisor	100	\$	\$
Junior Supervisor	100	\$	\$



Surveyor (includes equipment and vehicle)	100	\$	\$
Quality Assurance and materials testing	20	\$	\$
Quantity Surveyor Estimator	50	\$	\$
Construction Clerk	10	\$	\$
Labor	10	\$	\$
<b>(a) Total for Evaluation – Option Year Three (3) of Standing Offer</b>			\$

**Total:**

**Year 1 (a) + Year 2 (b) + Option Year one (c) + Option Year two (d) + Option Year three (e) =**

\$ \_\_\_\_\_





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## **APPENDIX C**

### **DOING BUSINESS GUIDE**



The Procedures and Standards established by PWGSC are attached as a separate PDF document. All reference to the Department of Public Works and Government Services Canada should be deleted and replaced with Parks Canada Agency.





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## ***APPENDIX D -***

### ***TEAM IDENTIFICATION FORMAT***



# TEAM IDENTIFICATION FORMAT

# Appendix "D"

For details on this format, please see item 3.1.4 of the SRE.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

## 1. Prime Consultant (Offeror):

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 2. Key Sub-Consultants / Specialists:

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 2. Key Sub-Consultants / Specialists (cont.):

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:



---

---

---

---

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:

---

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---

---

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:

---

---

---

---

**Firm:** Name: \_\_\_\_\_

Key Individuals and provincial/territorial professional licensing status:

---

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### 3. Example of Experience Table:

For details on this format, please see item 3.1.4 of the SRE.

#	Description:	Name:	Years:	License:
1	Project Manager			
2	Senior Landscape Architect			

For details on this format, please see item 3.2.4 of the SRE.

#	Description:	Name:	Years:	License:
1	Intermediate Landscape Architect			
2	Senior Landscape Technician			
3	Intermediate Landscape Technician			
4	Senior Environmental Scientist			
5	Intermediate Environmental Scientist			
6	Superviseur de chantier principal			
7	Senior Architect			
8	Senior Archaeologist			
9	Senior Civil Engineer			
10	Surveyor			
11	Materials Tester (Soils, Concrete, asphalt)			



Parks Canada  
Parcs Canada



## APPENDIX E

### ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY



# ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY

## Appendix "E"

***The following form must be completed and signed prior to commencing work on Parks Canada Sites.***

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work
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General Description of Work to be Completed
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Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_