



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**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**

Title - Sujet	
RFSO – Contemporary Architecture – National Parks and Historic Sites in the Province of Ontario.	
Solicitation No. - No. de l’invitation 5P301-16-0003	Date 2016-06-02
GETS Reference No. – No de reference de SEAG	
Client Reference No. – No. de référence du client	
Solicitation Closes L’invitation prend fin –	Time Zone Fuseau horaire -
at – á 02:00 PM on – le 2016-07-14 (yy-mm-dd)	Eastern Daylight Saving Time (EDT) / Heure Avancée de l’Est (HAE)
Address Inquiries to: - Adresser toute demande de renseignements à :	
Sheldon Lalonde (sheldon.lalonde@pc.gc.ca)	
Telephone No. - No de téléphone (613) 938-5948	Fax No. – No de FAX: (866) 246-6893
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:	
See Herein	

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

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

REQUEST FOR STANDING OFFER (RFSO)

TABLE OF CONTENTS

Front Page

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

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

General Instructions to Proponents (GI)

Standing Offer Particulars (SP)

Terms and Conditions

General Conditions (GC)

Supplementary Conditions (SC)

Terms of Payment (TP)

Consultant Services (CS)

Calculation of Fees (CF)

Standing Offer Brief - Required Services (RS)

Submission Requirements and Evaluation (SRE)

Appendix A - Declaration/Certifications Form

Appendix B - Price Proposal Form

Appendix C - Doing Business

Appendix D - Team Identification Format

Appendix E - Attestation and Proof of Compliance with Occupational Health and Safety

Annex A – Prequalified firms specializing in exhibit development

Annex B – Green Building Directive 2012

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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).

SI4 DIRECT DEPOSIT

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact the Contract Officer, identified herein, in order to obtain a Direct Deposit enrollment form.

Additional information on this Government of Canada initiative is available at:
<http://www.directdeposit.gc.ca>

GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Integrity Provisions - Proposal

- GI 1 Definitions
- GI 2 Introduction
- GI 3 Procurement Business Number
- GI 4 Contracting Authority and Departmental Representative
- GI 5 Quantity
- GI 6 PCA Obligation
- GI 7 Responsive Proposals
- GI 8 Communications - Solicitation Period
- GI 9 Overview of Selection Process
- GI 10 Submission of Proposal
- GI 11 Non-Acceptance of Electronically Transmitted Proposals
- GI 12 Evaluation of Price
- GI 13 Limitation of Submissions
- GI 14 Licensing Requirements
- GI 15 Rejection of Proposal
- GI 16 Not applicable
- GI 17 Insurance Requirements
- GI 18 Joint Venture
- GI 19 Late Submissions
- GI 20 Legal Capacity
- GI 21 Debriefing
- GI 22 Financial Capability
- GI 23 Revision of Proposal
- GI 24 Performance Evaluation
- GI 25 Proposal Costs
- GI 26 Conflict of Interest - Unfair Advantage
- GI 27 Limitation of Liability
- GI 28 Status and Availability of Resources

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/) (<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/) (<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/) (<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](http://laws-lois.justice.gc.ca/eng/acts/C-46/), 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](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/) (<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) (<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/) (<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/) (<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/) (<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-pwgs.gc.ca/ci-if/politique-policy-fra.html) (<http://www.tpsgc-pwgs.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-pwgs.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgs.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/) (<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/) (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the [Criminal Records Act](http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/), 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 Architecture consulting firms to submit proposals for Standing Offer for the provision of architecture services, Prime Consultant services with full engineering services. The selected consultants shall provide a range of services as identified in the Required Services section of this document.
2. Proponents shall be licensed or eligible to be licensed to practise in the **province of Ontario**. Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last **seven (7) 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 **five (5) 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 **\$20,000,000.00** (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

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), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI 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, **[10] %** for the 4th ranked consultant and **[5] %** for the 5th ranked consultant. In the event fewer than five (5) 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/) 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. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - (b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the *Consultant's* main office and branch offices or between the *Consultant's* offices and other team members offices;
 - (c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - (d) plotting;
 - (e) presentation material;
 - (f) parking fees;
 - (g) taxi charges;
 - (h) travel time;
 - (i) travel expenses; and
 - (j) local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the *Consultant*, that are related to the Services and approved by the *Departmental Representative*, shall be reimbursed to the *Consultant* at actual cost:
 - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - (b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - (c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>);

- (d) 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.
 - a. Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a **300 km** radius of each major city located in each Zone as detailed herein are to be calculated as an integral part of the hourly rates. For delivery of services outside of this **300 km** radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) as specified in Appendices B, C and D of the Treasury Board Travel Directive.
 - b. Major city in each zone as follow:
 - i. **Ottawa, (Ontario);**
 - ii. **Toronto, (Ontario).**

; and

- (e) other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

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 Ontario (ALAO), 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

RFSO – 5P301-16-0003

**Contemporary Architecture – National Parks and Historic
Sites in the Province of Ontario.**

Required Services (RS) / Project Brief

Table of Contents

1.	INTRODUCTION.....	59
2.	PROJECT OBJECTIVES.....	59
3.	CONSULTANT SERVICE REQUIREMENTS.....	60
BASIC SERVICES (BS)		68
BS1	PROJECT PLANNING SERVICES.....	68
BS2	PRE-DESIGN SERVICES.....	68
BS3	SCHEMATIC DESIGN SERVICES.....	70
BS4	DESIGN DEVELOPMENT SERVICES.....	73
BS5	EXHIBIT DESIGN SERVICES.....	77
BS6	CIVIL ENGINEERING SERVICES.....	83
BS7	GEOTECHNICAL ENGINEERING SERVICES.....	84
BS8	CONSTRUCTION DOCUMENT SERVICES.....	84
BS9	TENDERING SERVICES.....	86
BS10	CONSTRUCTION ADMINISTRATION SERVICES.....	87
BS11	COMMISSIONING.....	93
BS12	POST CONSTRUCTION SERVICES.....	95
BS13	PROJECT ADMINISTRATION REQUIREMENTS.....	95
BS14	PROJECT PARTICIPANTS.....	98
BS15	SUBMISSIONS, REVIEW AND APPROVAL PROCESS.....	98
ADDITIONAL SERVICES.....		100
AS1	INVESTIGATIONS AND REPORTS.....	100
AS2	FUNCTIONAL PROGRAMMING.....	101
AS3	FEASIBILITY STUDIES.....	103
AS4	INTERIOR DESIGN.....	104
AS5	ACCESSIBILITY AUDITS.....	111
AS6	SUSTAINABILITY STRATEGIES AND REPORTS.....	111
AS7	RESIDENT SERVICES DURING CONSTRUCTION.....	113
AS8	ESTIMATING AND COST PLANNING.....	117
AS9	RISK MANAGEMENT.....	122
AS10	CLOSURE REPORT.....	122
AS11	AS-BUILT DOCUMENTATION (DRAWINGS AND PHOTOGRAPHS) AND MEASURED DRAWINGS.....	123
AS12	MATERIALS AND SYSTEMS TESTING.....	124
AS13	COORDINATION OF OTHER SUB-CONSULTANTS AND SPECIALISTS.....	124
AS14	ADMINISTRATION OF MULTIPLE CONTRACTS.....	125
AS15	COMPLIANCE / TECHNICAL / PEER REVIEWS.....	125
AS 16	OTHER ADDITIONAL SERVICES.....	125
SPECIALIZED SERVICES (SS)		126
SS1	LANDSCAPE ARCHITECTURAL DESIGN.....	126
SS2	BUILDING ENVELOPE SPECIALIST.....	127
SS3	SUSTAINABLE DESIGN SPECIALIST.....	128
SS4	INFORMATION TECHNOLOGY SPECIALIST.....	129
SS5	BUILDING CODE SPECIALIST.....	130

SS6	AUDIO-VISUAL SPECIALIST	130
SS7	ACOUSTIC SPECIALIST	131
SS8	SECURITY SPECIALIST.....	131
SS9	SCHEDULING SPECIALIST.....	131
SS10	FOOD SERVICE / KITCHEN CONSULTANT	132
SS11	VERTICAL TRANSPORTATION SPECIALIST	132
SS12	SIGNAGE SPECIALIST (signage elements).....	133
SS13	OTHER SPECIALIZED SERVICES	133

1. INTRODUCTION

- 1.1. Parks Canada Agency (PCA) is inviting Architecture consulting firms to submit proposals for Standing Offer for the provision of architecture services, Prime Consultant services with full engineering services. This procurement will follow a one-phase submission process. The selected consultants shall provide a full range of professional services in Design, Construction and Post Construction stages for projects in the province of Ontario.
- 1.2. Projects may include renovation, demolition, rehabilitation and/or new construction of the following types of architecture, including but not limited to:
- Administration Buildings: office, warden office, administrative kiosk,
 - Residential: staff housing, bunkhouse, cabins etc.,
 - General Works and Utilities: compound, office, garage, trade shop, ancillary building/structure for maintenance, service, storage etc.,
 - Public Buildings: washroom, change/shower building, visitor centre, Interpretation or recreation space, canteen, amphitheatre, clubhouse, boathouse, etc.,
 - Day Use Areas facilities: washroom, picnic shelter, kitchen/cook shelter, information centre/kiosk, wayside exhibit, interpretation nodes etc.,
 - Light house, fire tower, observation tower, etc.
- 1.3. Consultants are required to assist PCA to provide a full range of professional services, including, but not limited to: investigation, planning, design, construction and post construction administration professional services.
- 1.4. The scope of work will vary from project to project as per each Call-up, but may include any combination of the services identified as basic services and/or additional services, including Sub-Consultants: landscaping architecture, hazardous material specialist, architecture, conservation architecture, civil engineering, surveying, environmental engineering, archaeological services, geotechnical engineering, structural engineering, conservation structural engineering, mechanical engineering, electrical engineering, exhibit/signage/interpretive elements planning/design and/or fabrication, code and life safety consultant, cost management, scheduling management, and any other specialty professionals' services.
- 1.5. Where exhibits, signage and other interpretive elements are involved, it should be anticipated that the scope of work will vary from project to project as per each Call-up and may include but is not limited to any combination of planning, concept design, drawings, detailed design, schematic design, research and content development, interactive, audio-visual components, interpretive writing, translations, illustration, graphics, photography, fabrication/construction, shipping/delivery, installation, training, etc.
- 1.6. This Request for Standing Offers (RFSO) does not apply to cultural resource structures of national historical importance and/or other heritage value, including (but not limited to) buildings designated by the Federal Heritage Buildings Review Office.

2. PROJECT OBJECTIVES

2.1. GENERAL OBJECTIVES:

- .1 Deliver the project utilizing best practices in support of PCA needs, respecting the approved scope, quality, budget and schedule.
- .2 Keep an open communication with all members of the project delivery team and stakeholders throughout all phases of the project life as identified by the Project Manager. All decisions that impact scope, quality, cost and schedule must be discussed with the Project Manager.

- .3 Provide rigorous quality assurance reviews during the design and construction administration stages, including the application of Value Architecture/Engineering reviews in the design. Timely response to correct problems as they occur.
- .4 Satisfy and where possible exceed the expectations and needs of PCA and stakeholders.
- .5 Maintain continuity of key personnel working in a dedicated effort for the project life.

2.2. Project delivery approach:

- .1 Traditional Design-Bid-Build approach.
- .2 PCA will tender contracts through several contracting authorities. All tenders will be managed through PCA.

2.3. Official languages:

- .1 Final products of the Interpretive and Exhibit services, and signage will be in both official languages.
- .2 Under this offer, services must be provided in English, unless otherwise specified.

3. CONSULTANT SERVICE REQUIREMENTS

3.0.1 In general, the Departmental Representative will act as the Project Manager, unless otherwise requested as Additional Service in the Call-up for the Consultant to provide Project Manager Service as the role of PCA Project Manager during Construction Administration stage.

3.0.2 The Consultant must adhere to the General Procedures & Standards established by Public Works and Government Services Canada (PWGSC) outlined in Appendix "C" of this Request for Standing Offers (RFSO), as may be applicable to each project (Include the Standard – see procurement). All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

3.0.3 The selected consultants shall be expected to provide a full range of relevant architecture and engineering services including, but not limited to, planning, design, construction administration and post construction services for construction projects in Ontario.

3.0.4 For Interpretive Exhibit services, Parks Canada, through its Exhibit Design, Fabrication and Installation Supply Arrangement, has prequalified firms specializing in exhibit development. These firms have expertise and extensive recent relevant experience providing exhibit services as required in this RFSO. A list of these pre-qualified firms is included in Annex "A" should the proponent wish to invite any of these specialized firms to be part of the proponent's team. Ensure their submission complies with this RFSO submission requirements.

3.1. CONSULTANT RESPONSIBILITIES

3.1.1. Prime Consultant

- .1 The Prime Consultant must provide Architectural Services.
- .2 The Prime Consultant is completely responsible for providing and coordinating the work of all professional disciplines required in the scope of the project Call-up, from the Project Planning, Design, Construction Administration, to the Post Construction Stages.
- .3 The Prime Consultant service is also responsible for coordinating projects with PCA's and stakeholders' needs, including but not limited to: furniture, exhibits, signage and other interpretive elements, graphic design, and temporary alternative solutions during the construction period.

- .4 The Prime Consultant team must be comprised of qualified registered professionals, and technical experts licensed to practise. The members of the team must also have extensive recent relevant experience in order to be capable of providing the services identified in the Standing Offer (RFSO) and Call-up for services.
- .5 The Prime Consultant company must be licensed and permitted to practise by the professional association in the province of Ontario.
- .6 The Prime Consultant and their key personnel are identified in the completed Team Identification Form. Key personnel will be involved and be responsible for every stage of the project.

3.1.2. Sub-Consultant

- .1 The Sub-Consultant will be required to maintain its team's expertise for the duration of the Standing Offer Agreement as identified in the bid offer.
- .2 The Sub-Consultant will be required to comply with and adhere to:
 - .1 all the requirements in the Standing Offer (RFSO) and Call-up for services,
 - .2 all commitments made and included in the Consultant's RFSO submission and in the completed Declaration Form.
- .3 The Sub-Consultant team must be comprised of qualified registered professionals, and technical experts licensed to practise. The members of the team must also have extensive recent relevant experience in order to be capable of providing the services identified in the Standing Offer (RFSO) and Call-up for services.
- .4 The Sub-Consultant company must be licensed and permitted to practise by the professional association in the province of Ontario.
- .5 The Sub-Consultant and their key personnel are identified in the completed Team Identification Form. Key personnel will be involved and be responsible for every stage of the project.

3.2. **CONSULTANT SERVICE REQUIREMENTS**

3.2.1. Overview

- .1 The Consultant must adhere to all the General Procedures and Standards outlined in the Standing Offer, as may be applicable to the projects and scope of work described herein.
- .2 The Consultant shall deliver integrated professional services, in distinct stages, as follows:
 - Project Planning/Interpretive Planning
 - Design:
 - Pre-Design/Concept Design
 - Schematic Design
 - Design Development
 - Construction Documentation
 - Construction Administration:
 - Tender Call and Bid Evaluation
 - Construction and Contract Administration
 - As-built record documents
 - Post Construction
- .3 The outline of deliverables and process, as presented in each stage, are intended as a general outline only. It is not exhaustive and does not preclude alternative or supplementary approaches as may be suggested by the Consultant for consideration by the Departmental Representative.
- .4 Consultant shall perform the Services described herein, in accordance with the terms and conditions of the Agreement.
- .5 Consultant shall grant the right to PCA for the use of the record drawing files for maintenance, repair and modify the building in the future.

3.2.2. Standard of Care

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

3.2.3. Interpretive/Exhibit Planning & Design Services scope and requirements:

- .1 The Consultant is to undertake the following work in the development of the Interpretive and exhibit component of this project.
 - .1 Interpretive Plan (minimum three versions)
 - .2 Exhibit Concept (propose three concepts, PCA chooses one, then up to three versions)
 - .3 Content Development—including writing of interpretive elements—can be included in concept or separate—two to three options, one style, direction approved, then up to three versions)
 - .4 Detailed Graphic Design (minimum three versions)
 - .5 Exhibit Schematic Design (minimum three versions)
 - .6 **Final Design (include fabrication budget)**
- .2 The Consultant is to engage the respective professional disciplines to ensure the work outlined is in the Interpretive and exhibit programming, includes but is not limited to: Creative Consultation, Concept Research and Development, Project Management, Art Direction and Graphic Design for exhibits and electronic media, Layout and Design Production, Writing, Editing and Proof-reading for exhibit and electronic media, Language Adaptation and Design rendering and Creative Illustration.
- .3 Creative Consultation, Research and Concept Development
 - .1 The Consultant must provide consultation, advice, brain storming and research services related to concept development.
- .4 Project Management
 - .1 the Consultant will provide project management services covering all aspects of project management required to coordinate and oversee the creative design, including but not limited to:
 - .2 design management including schematic and detailed design (traditional/multimedia) and related support infrastructure,
 - .3 manage the workflow and budget during the complete planning and design process,
 - .4 prepare accurate design and installation schedules,
 - .5 provide quality assurance of all work completed by the Interpretive and exhibit designer and/or work completed by Subcontractors,
 - .6 ensure Client and Sub-Consultant liaison and meetings, including seeking input and approvals of Client at key milestones,
 - .7 provide presentations as required,
 - .8 troubleshooting,
 - .9 supervise aspects of project management for writing, translation, editing and proof-reading, and
 - .10 provide communication updates and information management throughout project design process.
- .5 Art Direction and Graphic Design for exhibit and electronic media
 - .1 The Consultant will be required to provide the following as required by the PCA representative:
 - .1 develop the design and provide three (3) acceptable graphic design concepts based on consultation with the PCA Representative. The chosen graphic designs will become the property of the Crown.

- .2 provide art direction to designers to ensure a high-quality product in keeping with the approved concept and design.
 - .3 the Consultant must develop and submit a Creative Design Brief for the project.
- .6 Layout and Design Production
- .1 The Consultant will be required to complete the final layout, including but not limited to the following:
 - .1 translate electronic text files between programs;
 - .2 remove or correct formatting errors in the Supplier's own work;
 - .3 convert/format supplied text;
 - .4 remove or correct formatting errors in Client-supplied text as required by the Parks Canada representative;
 - .5 prepare typographical elements as part of the design and layout of text as required. All text will be of a suitable resolution according to current industry standards for the media and the trade;
 - .6 layout copy/text and/or images to final format;
 - .7 import charts, graphs and tables for inclusion in the layout as required;
 - .8 import images (illustrative, photographic etc.) for inclusion in the layout;
 - .9 problem-solve design issues as they arise during the layout and production;
 - .10 prepare final electronic artwork for production; and
 - .11 provide other related production support related to the project-specific media.
- .7 Writing, Editing and Proof-reading for exhibit and electronic media
- .1 as required by the Parks Canada Representative, the Consultant will research, write and edit texts in English for a wide range of media;
 - .2 the Consultant will provide proof-reading services for copy supplied by the Parks Canada Representative;
 - .3 providing proof-reading of text/copy created or revised by any of its Subcontractors is considered quality assurance steps that are the responsibility of the Consultant for all requirements.
- .8 Language Adaptation
- .1 the Consultant will provide language adaptation of copy written by the Consultant.
 - .2 the Consultant will provide language adaptation of text supplied by the PCA representative as a part of the creative graphic design, communication and marketing services.
 - .3 the Consultant will provide language adaptation services which are normally required for English/French requirements for the project.
- .9 Design rendering and Creative Illustration
- .1 the Consultant will create visual recordings of the concept development and the design interpretations resulting from the creative consultation.
 - .2 the Consultant will be required to (but not limited to) provide the following as required by the Parks Canada Representative:
 - .1 design preliminary design thumbnails (electronic and/or hard copy) for approval;
 - .2 design black & white sketches, if required;
 - .3 create full creative illustrations in the size indicated by the Parks Canada Representative;
 - .4 create graphs, tables and/or charts;
 - .5 create images for print or Web;
 - .6 scan supplied photos for print or Web using Web-safe colour palettes and formats;
 - .7 retouch supplied photographs and/or images as required;
 - .8 revise the selected concept to produce a final design for approval;
 - .9 prepare and provide comprehensive colour mock-ups of all design proposals and their subsequent revisions in hard copy and PDF, as per instructions from the Project Authority;

- .10 design, create and/or modify PDF files;
- .11 convert documents to HTML or from HTML to text format as required;
- .12 produce animation and flash for Web and multimedia projects.

3.2.4. Cost Management Services

- .1 Prepare and update work breakdown structure throughout the project.
- .2 Throughout all project development stages, the Construction Cost Estimate prepared by the Consultant shall not exceed the Construction Cost Limit.
- .3 Budget Management Services are required to provide Class D, C, B and A level estimates at different stages.
- .4 Cost estimating and budget management shall be provided by an experienced professional architect and/or quantity surveyor.
- .5 The Class C and Class B cost estimates shall be submitted in Elemental Cost Analysis format. The standard of acceptance for this format is the current issue of the Elemental Cost Analysis format issued by the Canadian Institute of Quantity Surveyors. The Class A cost estimate shall be submitted in trade cost breakdown format.
- .6 Cost estimates shall include a summary, plus full back-up documents showing items of work, quantities, unit prices and amounts.
- .7 Cost estimates shall also include Life Cycle Cost and Life Cycle Analysis to ensure sustainable design objectives are met.
- .8 In the event that the Consultant considers that the Construction Cost Estimate will exceed the Construction Cost Limit, the Consultant shall immediately notify the Departmental Representative, and
 - .1 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
 - .2 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.
- .9 Evaluate bids and assist in negotiation. 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. The Consultant shall modify the construction documents as necessary to comply with the Construction Cost Limit.
- .10 During the construction stage, provide assistance and advice to evaluate Contemplated Change Notice value and recommend Contemplated Change Notice.
- .11 During the construction stage, provide assistance to assess progress claims.

3.2.5. Schedule Management Services

- .1 Schedule Management Services are required to prepare and monitor the project schedule through to the completion of the design process and to monitor construction progress. Schedule Management shall generally be provided using industry accepted software to provide detailed bar charts and/or critical path schedules.
- .2 Submit in a timely manner to the Departmental Representative, for review, a time schedule for the consultant services to be performed, in detail appropriate to the size and complexity of the project, and in a format acceptable to the Departmental Representative.

- .3 Cooperate and coordinate all schedule information with the General Contractor for incorporation into the master schedule during construction.
- .4 Adhere to the approved time schedules and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and submit to the Departmental Representative for approval.
- .5 Coordinate project schedule with project cash flow to assist Departmental Representative to manage funding through multiple government financial years.

3.2.6. Project Information, Decisions, Acceptances & Approvals

- .1 The Departmental Representative will provide, in a timely manner, project information, written decisions and requests, including acceptances and approvals relating to the Services provided by the Consultant.
- .2 No acceptance nor approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional, technical or financial responsibility for the Services provided by the Consultant.

3.2.7. Changes in Services

- .1 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.
- .2 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.

3.2.8. Codes, Regulations, Bylaws, Licences, Permits and PCA Directives

- .1 Comply with the latest versions of laws, codes, governmental 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. The permits to be obtained include but are not limited to Development Permit, Demolition Permit, Building Permit and Occupancy Permit.
- .2 Compliance with National Codes, Acts and Regulations are mandatory requirements. PCA will also voluntarily comply with the applicable provincial/territorial Codes, Acts and Regulations. Where there is a conflict among the requirements, the most stringent requirements shall apply.
- .3 PCA will also voluntarily comply with the Local Provincial and Municipal Codes, Standards Bylaws and Regulations. Where there is a conflict among the requirements, the most stringent requirements shall apply.
- .4 Comply with all PCA directives, regulations, guidelines, policies, standards, process and other related requirements. Where there is a conflict among the requirements, Consultant shall clarify with Department Representative to determine which requirements will take precedence.
- .5 The Code and Life Safety Consultant will provide reports at project milestones to ensure the project conforms to the codes, regulations and bylaws.

3.2.9. Provision of Staff and Sub-Consultant Services

- .1 For proposed changes to the roles of any and all persons, including principals and key personnel, to be employed by the Consultant or Sub-Consultant to provide the Services for the Project, submit in writing, to the Departmental Representative for approval, the names, addresses, qualifications and experience of the proposed individual(s).
- .2 When fees are on a Payroll Cost basis, submit to the Departmental Representative, for approval, a statement of Payroll Costs, and any amendments thereof, for all persons to be employed by the Consultant or Sub-Consultant to provide the Services for the Project.

3.2.10. Project Monitoring Reporting

- .1 Provide a system for documentation and project monitoring and reporting through each stage of project delivery, for approval by the Departmental Representative.
- .2 Prepare and submit monthly progress reports in a format agreed to with the Departmental Representative. The purpose of the report will be to review and monitor the progress of the work by the Consultant. The report shall:
 - .1 identify the progress of all deliverables,
 - .2 identify all instances where the schedule or cost plan is not being met,
 - .3 outline remedial measure being taken, and
 - .4 identify any anticipated or potential problems and provide solutions to address them.

3.2.11. Value Architecture/Engineering Analysis

- .1 During Design stage, the Consultants shall:
 - .1 Conduct studies that provide a well-balanced emphasis on total determination of investment value that not only reduce capital and operating costs, but also provide a better overall product.
 - .2 Provide the best alternatives in terms of a value-added quality performance, operating costs, environmental issues, etc.
 - .3 Provide these alternatives in addition to the three (3) alternative solutions to be presented for review at the Schematic Design stage of work required in the Standing Offer.
 - .4 Conduct Value Architecture/Engineering and Analysis studies during the early design stage to allow sufficient time for adoption of recommended alternatives without having any adverse effect on project schedule.
 - .5 Conduct Value Architecture/Engineering and Analysis studies using the following or similar acceptable methodology:
 - .a Approach issues in terms of OUTPUTS, rather than INPUTS, i.e., what is to be achieved rather than what needs to be done.
 - .b Create new ideas through brainstorming at the Integrated Design sessions with PCA staff, PCA Field Unit maintenance staff, stakeholders, Consultant members including Sub / Specialist Consultants, and industry specialists.
 - .c Evaluate ideas and obtain consensus with all concerned on a short list of preferred value-added alternatives.
 - .d Estimate Life Cycle costs of suggested alternatives.
 - .e Rate each idea against advantages and disadvantages.
 - .f Prepare with the PCA Field Unit and other interested parties, a Risk Assessment list of consequences if individual ideas are adopted or rejected.
 - .g Develop ideas into practical alternative concepts which suit current conditions.
 - .h Prepare final report of recommendations to the Departmental Representative for consideration and approval.
 - .6 Incorporate approved ideas into design and construction documents in a timely manner.
 - .7 Monitor and report on implementation during the construction stage of work.

3.2.12. Final Artwork and Source Files for all Exhibit, Signage and Interpretive Elements

- .1 The Supplier will provide all final artwork and source files in native, fully editable, platform-independent, backward compatible format. In addition, all files must be supplied in EPS format with fonts converted to outlines on all vector artwork.
- .2 Parks Canada Agency will own all designs, drawings and files once projects are completed. This will ensure PCA can recreate any of the products if and when needed to ensure a cohesive look and to ensure maintenance, and or future modifications can be done.

3.2.13 Additional Services:

- .1 Project Management Services during construction
 - .1 Provide Project Management Service for the construction contract at the request of the Departmental Representative in the Call-up.
 - .2 When requested to do so, provide all services to manage the Contract on behalf of the Departmental Representative (who is also the PCA Project Manager), taking on the role of the PCA Project Manager and all the activities and responsibilities associated with that role, at the construction stage of the project.
- .2 Other additional Services, if required, shall be determined in the manner set out in each Standing Offer Call-Up.

BASIC SERVICES (BS)

BS1 PROJECT PLANNING SERVICES

GENERAL REQUIREMENTS

- BS1.1.1** The purpose of this stage is to ensure the Consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provided alternative strategies, presented and received approval on a Project scope, delivery process, schedule and estimate required to deliver a cohesive quality project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.
1. The following list identifies those reports which are required for the project and must be produced/provided by the Consultant.
 - .1 Preliminary Project Reports
 - .1 Feasibility Studies;
 - .2 Options;
 - .3 Analysis or Assessment (including, but not limited to FHBRO review process, Environmental Impact Analysis etc.);
 - .4 Interpretive Exhibit Plan includes; Objectives, Target Audience, Interpretive Themes, Messages, Story lines.
 - .2 Building Audit Report
 - .1 Conditions Report
 - .2 Detailed Investigation Report
 - .3 Investigation and Report (I&R)
 - .3 Cost and Scheduling Reports
 - .1 Implementation Strategy and Schedule Report
 - .2 Order of Magnitude (Class D) Cost Report
 - .4 Environmental and Sustainable Design Reports (including, but not limited to: Environmental Impact Assessment, Environmental Impact Analysis etc.).

BS2 PRE-DESIGN SERVICES

1. GENERAL REQUIREMENTS

- 1.1. Based on the Call-up prepared by the PCA Departmental Representative, the scope of services including analysis of project requirements and review of deliverables.
- 1.2. Obtain written authorization from the Departmental Representative before proceeding with Pre-Design Services (Analysis of project requirements).
- 1.3. Review and report on all aspects of the project requirements. The Consultant will further review and analyze all available program information, consult with PCA and Authorities having Jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. This report will form the basis for the scope of work for the remainder of the project and will be utilized throughout the project to guide the project delivery.

2. RESPONSIBILITIES OF THE CONSULTANT

- .1 The scope and activities shall include, but are not limited to the following:
 - Administrative:
 - .1 Provide information and advice during the Project Start-up meetings, workshops;
 - .2 Outline the quality management process for the Consultant;

- .3 Confirm that all necessary pre-design documentation required for this project are available and confirm that all information is still current and up-to-date. Notify the Departmental Representative of any missing and /or out-of-date reports.
- .2 Code and Regulatory Analysis:
 - .1 Identify and verify all Authorities Having Jurisdiction over the project;
 - .2 Identify applicable codes, acts, regulations and standards; and
 - .3 Prepare the “Codes and Regulatory Analysis” section of the “Pre-Design Report”.
- .3 Program Analysis:
 - .1 Review and analyze all available reports, studies and data provided by PCA or others.
 - .2 Prepare the “Codes and Regulatory Analysis” section of the “Pre-Design Report”
- .4 Site Analysis:
 - .1 Review and analyze all available reports, studies and data provided by PCA
 - .1 Existing site conditions;
 - .2 Existing site plans;
 - .3 Subsurface reports (geotechnical);
 - .4 Surface reports (survey);
 - .5 Municipal infrastructure: Note any field investigations that will be required to verify and / or confirm existing site utilities and their capacities;
 - .6 Historical site features and National Historic Site cultural resources;
 - .7 Archaeological features;
 - .8 Environmental features, including Sustainable Design strategy (e.g., storm water), wildlife and Environmental Impact Analysis;
 - .2 Prepare Site Analysis section of the “Pre-Design Report”.
- .5 Building Analysis:
 - .1 including all functional considerations and future uses for interior and exterior of building/project
 - .2 floor plans, elevations
 - .3 construction zone
 - .4 building massing
- .6 Budget, Schedule and Risk Analysis:
 - .1 Review and analyze the project budget and schedule data, constraints and opportunities;
 - .2 Advise and recommend budget and schedule modifications, and outline risk implications and mitigation strategies;
 - .3 Prepare Class “D” estimate;
 - .4 Prepare risk implications and mitigation strategies; and
 - .5 Prepare “Budget, Schedule and Risk Analysis” section of the “Pre-Design Report”.

3. DELIVERABLES

- .1 Pre-Design Report:
 - .1 Prepare and submit an integrated Pre-Design Report which includes all functional considerations for review and approval by the Departmental Representative.
 - .2 Revise as required by the Departmental Representative and resubmit for acceptance.
 - .3 The Report will consolidate the “Service Requirements” identified above and will be utilized as the benchmark project control document to monitor progress of the project.
 - .4 The Report will be used as a basis for monthly reporting of progress and will require supplements and modifications to reflect changes in project parameters as may be identified and approved throughout the project life cycle.
- .2 Pre-Design Report Content - The Pre-Design Report shall include but is not limited to the following:

- .1 Executive Summary, which is intended to provide a précis of the Pre-Design Report and outline any recommendations requiring PCA approval
- .2 Codes and Regulatory Analysis
- .3 Program Analysis
- .4 Site Analysis, including Environmental Analysis, and criteria provided by Parks Canada for FHBRO considerations in the case of a heritage building/structure
- .5 Building Analysis, including all functional considerations and future uses for interior and exterior of building/project and applicable Standards
- .6 Interpretive/Exhibit program analysis
- .7 Budget, Schedule and Risk Analysis
- .8 Rebuttal to PCA Quality Assurance Report
- .9 Prepare and submit a written response to all comments provided by PCA

BS3 SCHEMATIC DESIGN SERVICES

1. GENERAL REQUIREMENTS

- .1 The Consultant must obtain written authorization from the Departmental Representative before proceeding with Schematic Design.
 - .1 The objective of the Schematic Design stage is to explore three distinctly different design schemes, to allow comparison, analysis against project requirements and selection of a design direction for preparation of a final design concept.
 - .2 Schematic Design is to be presented in sketch format (single line, to scale), fully integrated and supported by three distinctly different architectural solutions, along with massing models, site photographs and narrative description.
 - .3 The Departmental Representative will choose one option to be further developed. Although the Consultant is required to identify a preferred option, the Departmental Representative will determine and advise the Consultant on the most appropriate option.

2. RESPONSIBILITIES OF THE CONSULTANT

- .1 The Consultant scope and activities shall include but are not limited to the following:
 - .1 Architectural:
 - .2 Administrative:
 - a. Run the integrative design workshops and give them information and advice;
 - b. Confirm the quality management process for the Consultant.
 - .3 Regulatory:
 - a. Prepare Preliminary code analysis and regulations analysis.
 - .4 Site analysis and design options: Prepare site plans including:
 - a. Site features and restrictions, based on recent survey drawings;
 - b. Influences, and existing structures;
 - c. Subsoil characteristics;
 - d. Historical site and building features;
 - e. Archaeological characteristics of the site;
 - f. Environmental features including sustainable design strategies (e.g., storm water management, hard and soft landscaping, including parking, waste management [garbage bin location and ease of access for maintenance staff], Environmental Impact Assessment etc.).
 - .5 Prepare 3 Design Options:
 - a. Provide detailed functional considerations for the various designs created;
 - b. Schematic building floor plans showing main entrance, reception, and information space including spatial linkages, office space for staff, washroom locations, theatre and Exhibit/Interpretive space, links between interior and exterior spaces;

- c. Sketch elevations and sections indicating basic design approach and aesthetic philosophy;
 - d. Sketch perspectives and massing studies;
 - e. Gross building areas and summary of main accommodation areas required and proposed.
- .6 Budget, Schedule and Risk Analysis: prepare the following elements and keep them updated:
- a. Updated budget (and provide Class “C” estimate for each design option);
 - b. Milestone the project schedule including allowances for reviews and approvals for each stage of the project life cycle; and
 - c. Risk implications and mitigation strategies.
- .7 Design considerations, including but not limited to:
- a. Incorporate visitor safety in the design (e.g., location of garbage cans in relation to kitchen shelters to minimize animal/visitor conflicts, lighting, dark corners, no back doors in washroom buildings);
 - b. Look for all opportunities for PCA to incorporate and reflect branding and/or interpretive elements and theme decor into its products (generic look and feel);
 - c. Design for CPTED – crime prevention through environmental design;
 - d. Incorporate sustainable material, technology and approaches into designs;
 - e. All design concepts must consider and minimize ongoing maintenance, consider ease of cleaning and costs and consider replacement cost of materials.
- .2 Interpretive and exhibit:
- .1 For exhibit, signage and interpretive elements, conduct creative consultation, research and prepare an interpretive plan, 3D design brief and graphic design brief.
- .1 In general, the designer will be required to develop and submit three acceptable concept options, each including 3D and graphic design concepts, based on consultation with the Project Manager unless otherwise requested by the Project Manager. The chosen concept and design will become property of the Crown.
- .3 Structural:
- .1 Proposed or alternative structural systems including foundation methods, explanatory sketches, etc. and a copy of the site investigation report on which the design is based:
- .2 Initial seismic and loading analysis based on site specific features and climatic conditions.
- .4 Mechanical:
- .1 The schematic design submission shall include a description of specific mechanical requirements and function for each area (room) in the project. Identify any unique or specialized equipment required by the subject facility. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.
- .2 Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
- .3 Identify the volume of outdoor air to be supplied per person.
- .4 Identify the delivery rate of supply air to occupied spaces.
- .5 Identify whether full-time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility.
- .6 Identify size, capacity and location of existing and proposed entry points into the building for each mechanical service.

- .7 Identify in square metres the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical horizontal and vertical spaces in the building.
 - .8 Present an analysis of alternative mechanical schemes at the schematic design stage to reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative. Life-cycle cost analyses shall be based on a projected building life of 50 years.
 - .9 Carry out energy analysis on mechanical system alternatives.
 - .10 Establish an energy budget for the building and compare it to energy consumption of other similar buildings. Total energy consumed in the building shall be expressed in kWh/m².
 - .11 Submit a complete energy analysis using a Canadian recognized energy analysis tool.
 - .12 Identify the type of boilers to be used (i.e. cast iron sectional, fire tube, etc.) and provide an economic and technical explanation of the reason for the type of boiler to be used.
 - .13 Prepare and estimate of water consumption and waste water amounts for the design of the building systems and describe tie-in with available utility lines.
 - .14 Propose radon gas mitigation design.
- .5 Electrical:
- .1 Describe existing and proposed basic electrical systems of significance to the preliminary design, including but not limited to: life safety, power (regular/emergency), lighting, communications (radio/voice/data), TV cable/satellite, and security.
 - .2 Site plan showing existing location of equipment and service entrances.
 - .3 Proposed site plan showing location of proposed equipment and service entrances.
 - .4 Distribution diagram showing single line diagrams to distribution centres.
 - .5 Floor plans complete with locations of major electrical equipment and distribution centres.
 - .6 Communication systems: identify existing communication systems including radio, emergency, phone, data and cable systems. Proposed systems description.
 - .7 Propose Communication Rooms, conduits, radio and telecommunication cable systems, layout and requirements.
 - .8 Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department Representative. Include feasibility and economic studies of proposed systems complete with cost figures and loads; power consumption, systems protection and energy management.
- .6 Commissioning:
- .1 Define Commissioning Requirements and Commissioning Team.
 - .2 Provide preliminary Commissioning Plan.
 - .3 Identify in square metres the area and locations to be provided to maintenance personnel, including storage and workshops for mechanical, electrical and housekeeping.
 - .4 Define project verification archives (data storage and retrieval system).
- .7 Environmental:
- .1 Update an Environmental Assessment (Environmental Impact Analysis), if required under and a Canadian Environmental Assessment Act 2012 (CEAA 2012) Screening Report; or incorporate the requirements as set out in the Evaluation of Environmental Effects (EEE) letter or report produced by PCA.
 - .2 Prepare a Waste Management Plan.
 - .3 Confirm site-specific requirements with the Departmental Representative.

3. DELIVERABLES

- .1 Schematic Design Report:
 - .1 Schematic Design documents illustrate the functional relationships of the project elements as well as the project's scale and character, based on the final version of the functional program, the schedule and the budget.
 - .2 The Consultant shall prepare and submit a Draft Schematic Design Report including a minimum of three options for review and acceptance by the Departmental Representative.
 - .3 Revise as requested by the Departmental Representative and resubmit for formal acceptance.
 - .4 The Report will update the "Pre-Design Report", consolidate the "Service Requirements" identified above and will continue to be utilized as the benchmark project control document to monitor progress of the project. The Schematic Design Report shall be "Web-enabled".
 - .5 The Consultant shall deliver presentations at sessions arranged by the Departmental Representative.
- .2 Schematic Design Report Content - The Schematic Design Report shall include but is not limited to the following:
 - .1 Executive Summary: it is intended to provide an outline of any recommendations requiring Departmental Representative approval,
 - .2 Codes and Regulatory Analysis,
 - a. Prepare Preliminary code analysis and regulations analysis,
 - b. Identify Authorities having Jurisdiction,
 - .3 Program Analysis and Options,
 - .4 Exhibits, signage and interpretive elements: Interpretive plan, Concept Design including 3D Design brief and Design brief,
 - .5 Analysis and Schematic Design Drawings:
 - a. Site Analysis and Design Options,
 - b. Building Analysis and Design Options,
 - .6 Budget, Schedule and Risk Analysis and Class C estimate
 - .7 Rebuttal to PCA Quality Assurance Report
 - .8 Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA,
 - .9 Environmental Impact Analysis,
 - .10 Commissioning Plan.

BS4 DESIGN DEVELOPMENT SERVICES

1. GENERAL REQUIREMENTS

- .1 The objective of the Design Development stage is to further refine and develop the design option selected at the Schematic Design stage.
- .2 The Consultant must obtain written authorization from the Departmental Representative before proceeding with Design Development.

2. RESPONSIBILITIES OF THE CONSULTANT

The Consultant scope and activities shall include but are not limited to the following:

- .1 Architectural:
 - a. Administrative:
 - .1 Manage and provide information and advice during integrated Design Workshops and meetings;

- .2 Confirm quality management process for the Consultant; and
- .3 Update quality management process for the Consultant.
- b. Regulatory – prepare, develop and refine:
 - .1 Detailed code analysis.
 - .2 Detailed regulations analysis.
 - .3 Present design to the authorities having jurisdiction and obtain their preliminary review comments.
- c. Building Design:
 - .1 The Consultant is responsible for all design activities including but not limited to:
 - .1 Site and Landscape plan:
 - .1 Site features and restrictions (topographical features, climatic influences, setback requirements, servitudes or easements, right-of-ways, existing buildings and/or structures, parking layout, wayside exhibits, exterior signage, interpretation panels/nodes, etc.);
 - .2 Subsurface features, and above grade and subsurface infrastructure/services, including type, capacities and limitations (storm water drainage, fire protection, domestic water, sewer, power, telecommunications etc.);
 - .3 Archaeological features;
 - .4 Environmental features including sustainable design strategies (surface water management, garbage removal management, storm water management, landscaping etc.);
 - .2 Floor Plans of each floor showing all spaces required with room names and calculated areas, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Indicate building grids, modules, etc., and key dimensions;
 - .3 Fixture, Furniture and Equipment plans which include, but are not limited to: a report detailing the functional considerations for the space/building – how those would look, where they would be situated, recommendations for best material;
 - .4 Exhibit, signage and/or interpretation element design;
 - .5 Roof Plan showing slope, drainage, roof top equipment;
 - .6 Cross Sections through the building(s) to show floor levels, room heights, exterior grade elevations and roof height;
 - .7 Detail Sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods;
 - .8 Demolition plans, partition plans, reflected ceiling plans, finish schedules, door/window schedules;
 - .9 Elevations showing proportion/massing, material types and sizes, colours, textures, finishes, floor levels, exterior quality;
 - .10 Standard details and special details;
 - .11 Summary of sustainable design strategies;
 - .12 Provide NMS specifications, including identification of all components and finishes, and sustainable procurement strategies.
 - .2 Floor Plans of each floor showing all spaces required with room names and calculated areas, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Indicate building grids, modules, etc., and key dimensions;
 - .3 Fixture, Furniture and Equipment plans which include, but are not limited to: a report detailing the functional considerations for the space/building – how those would look, where they would be situated, recommendations for best material;
 - .4 Exhibit, signage and/or interpretation element design;
 - .5 Roof Plan showing slope, drainage, roof top equipment;
 - .6 Cross Sections through the building(s) to show floor levels, room heights, exterior grade elevations and roof height;
 - .7 Detail Sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods;
 - .8 Demolition plans, partition plans, reflected ceiling plans, finish schedules, door/window schedules;
 - .9 Elevations showing proportion/massing, material types and sizes, colours, textures, finishes, floor levels, exterior quality;
 - .10 Standard details and special details;
 - .11 Summary of sustainable design strategies;
 - .12 Provide NMS specifications, including identification of all components and finishes, and sustainable procurement strategies.
- d. Budget, Schedule and Risk Analysis Prepare and update the following:
 - .1 Budget and Class “B” estimate;
 - .2 Project schedule modifications, including allowances for reviews and approvals for each stage of the project life cycle;
 - .3 Risk implications and mitigation strategies.

Details of other Required Services to be determined at the time of each individual Call-up.

- .2 Geotechnical:
 - a. If required, Consultant will be responsible to advise Departmental Representative of the scope of work for procuring geotechnical engineering services required for the specific project identified at the time of each individual Call-up.

- .1 Provide advice on scope of services required for geotechnical engineering expertise to respond to project objectives;
- .2 Review and coordinate the Geotechnical Engineering expert's services required within the project parameters.
- b. The following are some examples of the type of projects where the geotechnical engineering specialist would be required:
 - .1 Prepare scope of work for geotechnical engineering services on a particular project;
 - .2 Recommend location of bore holes for the proposed building;
 - .3 Review soil testing results and provide recommendations to the Departmental Representative.

Details of other Required Services to be determined at the time of each individual Call-up.

- .3 Civil :
 - .1 Provide advice on the requirements for the type of services required to engage the civil engineering professional to meet the project objectives;
 - .2 The Architect must engage a Civil Engineer as a Sub-Consultant;
 - .3 The Architect must review and coordinate the civil engineering services required within the project parameters.
- .4 Structural:
 - a. Drawings indicating the proposed structural framing system, structural materials, and standard, significant or unusual details proposed. Provide separate structural drawings. Include a copy of the structural load/data analysis on which the design is based;
 - b. Update seismic and loading analysis based on site specific soil conditions and climatic conditions.
- .5 Mechanical:
 - a. Site Plan showing service entrances for water supply, sanitary and storm drains and connections to utility services, including all key invert elevations;
 - b. Drawings showing preliminary sizing of ventilation, cooling and heating installations, and all major equipment arrangements in mechanical rooms;
 - c. Drawings of plumbing system, showing routing and sizing of major lines and location of pumping and other equipment where required;
 - d. Drawings of the fire protection systems showing major components;
 - e. Produce preliminary designs based on the approved schematic design. Update the energy analysis and energy budget established at the schematic design stage;
 - f. Update the schedule of requirements;
 - g. Provide information on all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget;
 - h. Analyze selected equipment and installations with schematics and calculations sufficient to justify the economic benefits of the selected systems;
 - i. Describe the mechanical systems needed and the components of each system. Describe the planned operation of the mechanical systems;
 - j. Explain what competencies the operating staff will need to operate the building systems and the expected functions of the operation staff;
 - k. Describe the building systems control architecture. Provide preliminary EMCS network architecture, mechanical control schematics, and sequence of operation;
 - l. Explain what acoustical and sound control measures are to be included in the design.
- .6 Electrical:
 - a. Provide drawings showing advanced development of all the systems.

- b. Provide the following data:
 - .1 Total connected load.
 - .2 Maximum demand and diversity factors.
 - .3 Sizing of standby load.
 - .4 Short-circuit requirements and calculations showing the ratings of equipment used.
- c. Electrical drawings showing the following elements:
 - .1 Floor elevations and room identification.
 - .2 Legend of all symbols used.
 - .3 Single line diagram of the power circuits with their metering and protection, including:
 - .1 Complete rating of equipment.
 - .2 Ratios and connections of CT's and PT's.
 - .3 Description of relays when used.
 - .4 Maximum short-circuit levels on which design is based.
 - .5 Identification and size of services.
 - .6 Connected load and estimated maximum demand on each load centre.
 - .4 Circuit numbers at outlets and control switching identified.
 - .5 All conduit and wire sizes except for minimum sizes which should be given in the specification.
 - .6 A panel schedule with loadings for each panel.
 - .7 Telephone conduits system layout for ceiling/floor distribution.
 - .8 Riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
 - .9 Elementary control diagrams for each system.
 - .10 Schedule for motor and controls.
 - .11 Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting.
 - .12 Electric heating layout and schedule.
- .7 Commissioning:
 - a. Define Commissioning and Operation Requirements and Commissioning Team.
 - b. Provide preliminary Commissioning Plan.
 - c. Prepare a Commissioning Brief describing major commissioning activities for mechanical, electrical and integrated system testing.
 - d. Define and establish project-specific archives.
- .8 Environmental:
 - a. Update an Environmental Assessment (Environmental Impact Analysis), if required under the Canadian Environmental Assessment Act 2012 (CEAA 2012) and a Screening Report; or incorporate the requirements as set out in the Evaluation of Environmental Effects (EEE) letter or report produced by PCA.
 - b. Update Waste Management Plan.
 - c. Develop the design and explore positive environment strategies.

DELIVERABLES

- .1 Design Development Report:
 - .1 The Consultant shall prepare and submit a Draft Design Development Report for review by the Departmental Representative.
 - .2 Revise as requested by the Departmental Representative and resubmit for formal acceptance.
 - .3 The Report will update the "Schematic Design Report", consolidate the "Service Requirements" identified above and will continue to be utilized as the benchmark project control document to monitor progress of the project. The Design Development Report shall be "Web-enabled".

- .4 The Consultant shall attend presentation sessions arranged by the Departmental Representative.
- .2 Design Development Report Content - The Design Development Report shall include but is not limited to the following:
 - .1 Executive Summary: intended to provide an outline of any recommendations requiring Departmental Representative approval.
 - .2 Codes and Regulatory Analysis - update analysis of codes and regulations.
 - .3 Prepare and submit a written response to the Departmental Representative, to comments provided by PCA.
 - .4 Coordinate discipline drawings.
 - .5 Coordinate and update Exhibit, signage and interpretive elements.
 - .6 Update Budget, Schedule and Risk Analysis and Class B estimate.
 - .7 Rebuttal to PCA Quality Assurance Report
 - .8 Update Environmental Impact Analysis.
 - .9 Update Commissioning Plan.
 - .10 Prepare Development Permit submission package, including but not limited to: drawings, specifications, required reports and documents, in both digital copy and paper copies along with three (3) duplicate copies of the material finishes and colour board.
 - .11 Confirm with the Development Officer of the PCA development review process. If Advisory Development Board (ADB) review is required, prepare ADB Plans and all the required documents. Attend ADB and public meetings and assist by providing answers to equerries when requested.
 - .12 Assist Departmental Representative to apply for Development Permit, follow thru with the Permit process and provide assistance until the Permit is issued. Update approved Permit submission and resubmit as required.

BS5 EXHIBIT DESIGN SERVICES

Parks Canada, through its Exhibit Design, Fabrication and Installation Supply Arrangement, has prequalified firms specializing in exhibit development. These firms have expertise and extensive recent relevant experience providing exhibit services as required in this RFSO. A list of these pre-qualified firms is included in Annex "A" should the proponent wish to invite any of these specialized firms to be part of the proponent's team. Ensure their submission complies with this RFSO submission requirements.

Statement of Work

The Supplier shall offer Parks Canada project managers "turnkey" graphic design, production, communication and marketing services as and when needed. The work will focus mainly on the design, production and installation of traditional and multimedia exhibits (indoor and outdoor) intended for regular visitors as well as new audiences.

1. Deliverables

The Supplier shall offer a comprehensive range of one-stop services including graphic design, production, communication and marketing using a wide variety of autonomously operating media. As mentioned above, the work will focus mainly on the design, production and installation of traditional and multimedia exhibits. Additionally, the RFSO will be used to supply other deliverables including, but not limited to:

- Brochures / Leaflets
- Bookmarks
- Posters

- Maps, graphics, charts
- Illustrations and images (printed black & white, mixed custom colours and 4-colour)
- Interactive multimedia experiences incorporating various media including, but not limited to, audio recordings, videos, animations, images, etc.
- Electronic media, including the development and design of Web content and graphics, PDF documents, electronic newsletters, presentations, interactive content, Flash animations, html files, etc.
- Design for video (does not include video production).

Details of the specific requirements of each project will be communicated to the Supplier by Parks Canada project managers. Depending on the project, Parks Canada may also provide guidelines regarding the overall design in terms of theme, visuals and aesthetics.

2. Services

Some or all of the following services may be required:

- Creative Consultation, Research and Concept Development
- Project Management
- Exhibit Design, Development, Fabrication and Installation
- Art Direction and Graphic Design for print media, exhibits and electronic media
- Layout and Production
- Drafting, revision and correction of proofs for print media, exhibits and electronic media
- Language Adaptation
- Rendering and Creative Illustration
- Print Management and Production

2.1. Creative Consultation, Research and Concept Development

The Supplier shall offer creative consultation and research services, and provide advice and ideas to develop concepts for a wide range of autonomously operating media intended for regular visitors and new audiences at historic sites. Consultation services will be required on-site as needed, at the PCA Project Manager's discretion, including personal attendance at PCA or site offices or at the Contractor's premises, as well as participation in teleconferences to develop or present creative concepts based on guidelines and instructions provided by the Project Manager for the particular project.

In general, the Project Manager will require at least three (3) options.

2.2. Project Management (excluding printing)

The Supplier shall provide project management services covering all essential aspects for coordinating and overseeing graphic design, fabrication, communication and marketing work, and to ensure successful completion including but not limited to the following:

- Design Management, including the design and fabrication of exhibits (traditional and multimedia), construction work, associated installations, and supporting infrastructure.
- Workflow and budget management, from start to finish of a process, to ensure that the timeline and budget for each project is met.
- Preparation of detailed timelines for design and installation work.
- Quality Assurance for all work performed by the Supplier and its Subcontractors.

- Client-Supplier relationship management, including organizing necessary meetings, obtaining Client feedback, and obtaining Client approval at key project milestones.
- Presentations as required.
- Troubleshooting.
- Management of comprehensive writing, translation, revision and proof correction services.
- Information communication and management throughout the project.
- Web publishing and development of multimedia content.

2.2.1. Art Direction and Graphic Design for Print Media, Exhibits and Electronic Media

The Supplier must provide to the Parks Canada Project Manager, as needed, the following services including but not limited to:

- Prepare the design and submit three (3) acceptable graphic concepts after consulting the Project Manager for the particular project, unless otherwise instructed by the Project Manager. The graphic concept adopted shall become the property of the Crown.
- Provide artistic guidance for designers with the goal of producing high-quality deliverables that comply with the approved concepts and models.
- The Supplier must prepare and present a design brief for every design project.

2.2.2. Layout and Production

Assemble all elements so they are ready to be used by the Project Manager, printer, exhibit fabricator, and Webmaster to create the finished product.

The Supplier must produce the final page layout by carrying out work including but not limited to:

- Ensuring that text files are compatible with the various computer applications.
- Deleting or correcting formatting errors in the Supplier's own work.
- Converting/formatting text files provided.
- Deleting or correcting formatting errors in texts provided by the Client in accordance with the Project Manager's requirements.
- Preparing typographical elements as part of the design and layout of text as required. The resolution of all text must meet the industry standards applicable to media and commerce.
- Providing the definitive layout of text and images.
- Importing charts, graphs and tables for inclusion in the layout as required.
- Importing images (illustrative, photographic etc.) for inclusion in the layout.
- Solving design problems that arise during layout and production.
- Preparing the final electronic iconography for production.
- Ensuring the provision of other media production support services needed for each project.

2.2.3. Drafting, Revision and Correction of Proofs for Print Media, Exhibits and Electronic Media

As required by the Parks Canada Project Manager, the Supplier must research, write and edit texts in French and English for a wide range of media. The Supplier must also check and correct proofs provided by the Parks Canada Project Manager. The checking and correction of proofs drafted or revised by the Supplier or its Subcontractors are considered part of the Supplier's quality assurance responsibilities.

2.2.4. Language Adaptation

The Supplier must translate and localize into other language(s) the text that it drafts as well as text supplied by the PCA Project Manager as a part of the creative graphic design, communication and marketing services. In general, these are language adaptations into French and English but may also be into other languages.

2.2.5. Design rendering and Creative Illustration

The Supplier shall produce visual recordings of the concept development and design interpretations resulting from the creative consultation. The Supplier must provide to the Parks Canada Project Manager, as needed, the following services, including but not limited to:

- Designing preliminary thumbnails / storyboards (in electronic and printed form) for approval purposes.
- Designing black & white sketches.
- Producing final graphical illustrations adjusted to the dimensions indicated by the Parks Canada Project Manager.
- Creating diagrams, charts and graphics.
- Creating images for print media and the Web.
- Digitizing photos provided by the Project Manager for print and Web using Web-safe colour palettes and formats.
- Retouching photos and images provided by the Project Manager as needed.
- Refining the adopted concept to provide a final version for approval.
- Making and presenting full-size colour mock-ups of all proposals and later revised versions in print and PDF format in accordance with the Project Manager's instructions.
- Designing, creating and modifying PDF files.
- Converting text files to HTML or vice-versa.
- Producing Flash animations for Web and multimedia projects.
- Fulfilling other print requirements as needed.

2.2.6. Print Management and Production

The Supplier must provide prepress production services, including all proof-passing (detailed plans, PDF files, colour proofs) and print services management including quality-checking, troubleshooting and print-output inspection in accordance with the Parks Canada Project Manager's requirements. The Supplier must also provide print coordination services (for a design project) to ensure final delivery of a multi-component project (printing must be related to a graphic design project).

The Supplier must comply with the following procedure:

- To follow up a print services RFP that it coordinates and invoices, the Supplier must obtain at least three (3) print estimates from printers capable of doing the required work. The Supplier will then choose the lowest submitted price. Printers' prices must include the cost of printing, packaging, shipping, and delivery to destination (FOB).
- The Supplier's response to a request for a price or proposal must be accompanied by three (3) estimates issued by the printers approached.
- The Supplier is responsible for all matters relating to production, planning, delivery and quality assurance.
- The Supplier must invoice the work done by the printer at cost price. No surcharge or profit margin is permitted. The supporting documentation accompanying the Supplier's invoice must include one (1) copy of the printer's invoice.

2.3. Design, Development, Fabrication and Installation of Exhibits

The Supplier must ensure the graphic and technical design, as well as the fabrication and installation of traditional and multimedia exhibits (indoor and outdoor). This includes the fabrication, delivery and installation of all exhibit elements. All exhibits must be accompanied by a detailed information kit intended for Parks Canada personnel.

For all exhibit projects, the Supplier will receive a description of the intended exhibit space and the Supplier will have to assess it on-site. The Supplier will also receive a description of the target audience and will have to show how the Supplier will meet its requirements at all stages of the development of the exhibit.

The Supplier will have to prepare and present two acceptable concepts including a 3D concept and graphical concept, after consulting the Project Manager, unless indicated otherwise. The chosen concept becomes the property of the Crown.

2.3.1. Preparation of an Interpretive Plan and Design Brief

After the Project Manager approves the concept, the Supplier will draft the exhibit text, in accordance with requirements, as follows:

- Prepare a set design or interpretive plan of the exhibit, as well as the graphic and 3D design brief.
- In narrative form, describe the visitor experience and indicate how the exhibit will appeal to various segments of the target audience.
- Classify the content into topics.
- Offer supporting media, including artefacts, as well as other objects, images, videos and audio recordings.
- Offer new supporting media that will expand the space of the exhibit (i.e., elements that could be accessible over the Internet or that would permit Internet access from the exhibit area).
- Design the exhibit modules.
- Offer text content.
- Offer interactive content.
- Make a functional or virtual model of the exhibit which, without going into details, shows the layout of the site, exhibit route, location of the various exhibit units, communication means, and rest areas.
- Provide presentation documents that include the layout of the site, as well as elevation drawings (in colour), showing the ambience in the exhibit hall and in each of the areas, as well as the visitor experience.
- Submit for the Project Manager's approval a definitive scale map of the layout and elevation drawings, indicating the exhibit mounting principles, finishes and colours, location of communication systems and multimedia presentations, the exhibit route, the location of rest areas, as well as structural and acoustic details.
- Submit for the Project Manager's approval the design and graphic grids for each type of message.
- Submit for the Project Manager's approval the specifications of audio-visual/multimedia productions.
- Design and define the specifications for sound and lighting, and submit a plan and list of materials for the Project Manager's approval.
- Submit for the Project Manager's approval a scenario describing the treatment and communication methods proposed for using 3D designs based on themes, sub-themes, messages, as well as the recommended approach.
- Prepare the final scenario, interpretive plan and design brief.

Taking into account the physical and technical constraints of the exhibit space, the Supplier must ensure that:

- the exhibit offers an experience that will attract the target audience and meet its needs;
- the exhibit offers a memorable experience;
- the exhibit is novel, innovative and impressive and conducive to discovery and learning;
- the exhibit has areas and elements that make the most of the personal interpretive programs offered (places for groups and interpretive programs – videoconferences, theatre, videos, etc.).
- the ambience must be appropriate and timeless;
- the space and the experience must reflect the Parks Canada brand image.

The Supplier must also ensure that the exhibit complies with the requirements regarding:

- visitor safety;
- accessibility for all visitors regardless of age or physical ability.

2.3.2. Final Design and Fabrication

Once the final design and interpretive plan are approved, the Supplier must manage all the exhibit production stages including but not limited to the following:

- Making the decorations, set, scenery and graphic presentation, including signage, illustrations and graphics.
- Making the visual elements, including the final page layout of the text, legends and illustrations.
- Providing the final detailed breakdown of project costs, including equipment, production and installation, as well as a work completion timeline.
- Preparing specifications that include maintenance instructions for material and equipment (including user guides for audio-visual equipment), cleaning instructions, a list of parts suppliers, as well as a parts replacement schedule.
- Preparing clear, accurate and detailed technical factsheets, as well as specifications for the construction of the supporting structure, the fabrication of furniture, set decoration and graphic elements necessary to build and install the exhibit.
- Submitting for the Project Manager's approval, before fabrication, the technical and electrical installation plans (including power requirements in start-up amps) for all exhibits.
- Submit for the Project Manager's approval, before fabrication, all samples for making final choices of materials and colours, as well as the corresponding technical requirements.
- Prepare the specifications for final installation.
- Execute and supervise the production and completion work.

2.3.3. Quality Criteria

All exhibits must meet or exceed the following quality criteria:

- Interactive units and exhibit modules must be robust and durable and able to withstand heavy use by various audiences for a period of five to ten years.
- All fabrication must be of excellent quality. Structures and their operation must comply with the Canadian Electrical Code and CSA requirements.
- Assembly and installation must be plumb, square and level, correctly aligned, precisely adjusted, and assembled solidly with strong joints. Surfaces must be smooth with no perceptible faults.
- Modules and interactive units must be easy to clean and use.
-

- The sound output of each unit at full capacity must comply with applicable requirements and standards.
- The parts and components of modules must be easy to replace.
- As much as possible, materials and equipment must be chosen with due consideration to the environmental impact of the fabrication process, their recyclability and environmentally safe disposability at the end of the exhibit's life cycle.
- Structures must be warranted against fabrication faults and premature collapse.

2.3.4. Installation

Under the supervision of the Project Manager, the Supplier shall carry out all stages of installation, including but not limited to the following:

- Planning all installation stages, recommending a timeline and coordinating the work of all Subcontractors so that the exhibit is installed in accordance with projected completion deadlines.
- Preparing site and equipment reports.
- Supervising the work during installation periods.
- Supplying all materials, equipment and items, as well as the labour and usual tools necessary to carry out the work.
- Applying finish coats, etc., as required.
- Transporting the fabricated exhibit items to the predetermined locations in accordance with the agreed timeline.
- Ensuring that Parks Canada personnel receive training in the design of the exhibit and how to use the equipment.
- During installation, ensuring that the exhibit space is kept clean and tidy, minimizing disruption for visitors, collecting and removing waste, etc.

2.3.5. Follow-up and Warranties

Three months after the exhibit opens, the Supplier must carry out a follow-up assessment to review all aspects of the exhibit and ensure that they are all working optimally. The Supplier must offer a 12-month construction and labour warranty, and all manufacturers' warranties must be assigned to Parks Canada.

In the event of a breakdown or malfunction attributable to inadequate materials or construction defects, Parks Canada shall immediately notify the Supplier. The Supplier shall immediately make the necessary repairs or changes, at its own cost, so that the exhibit is fully functional, or replace it as promptly as possible.

2.3.6. Final Original Illustrations and Documents

Final original illustrations and documents must be sent to Parks Canada in their original format, must be modifiable, platform-independent, and compatible with earlier versions. In addition, all files must be supplied in EPS format with fonts converted to outlines on all vector artwork.

BS6 CIVIL ENGINEERING SERVICES

If required, the Consultant will be responsible for the provision, management and coordination of a civil engineering professional to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage a civil engineering professional to meet the project objectives;
2. Engage a Civil Engineer as a Sub-Consultant;
3. Review and coordinate the civil engineering services required within the project parameters. The following are some examples of the type of services where the civil engineering specialist could be required:
 - .1 Provide advice and design, contract documents for a specific project.

Details of other Required Services to be determined at the time of each individual Call-up.

BS7 GEOTECHNICAL ENGINEERING SERVICES

If required, the Consultant will be responsible to advise the Departmental representative of the scope of work for procuring geotechnical engineering services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on scope of services required for geotechnical engineering expertise to meet project objectives;
2. Review and coordinate the Geotechnical Engineering expert's services required within the project parameters.

The following are some examples where the services of a geotechnical engineering specialist would be required:

1. Prepare scope of work for geotechnical engineering services required for a particular project;
2. Recommend location of bore holes for the proposed building;
3. Review soil testing results and provide recommendations to the Departmental Representative.

Details of other Required Services to be determined at the time of each individual Call-up.

BS8 CONSTRUCTION DOCUMENT SERVICES

1. GENERAL REQUIREMENTS

The Construction Document stage includes preparation of tender ready construction drawings and specifications, setting forth in detail all the requirements for the construction of the project along with a Class A cost estimate.

The Consultant must obtain written authorization from the Departmental Representative before proceeding with Construction Documents.

2. RESPONSIBILITIES OF THE CONSULTANT

The Consultant scope and activities shall include but are not limited to the following:

- .1 Administrative:
 - .a Manage and provide information and advice during integrated Design Review Sessions and meetings;
 - .b Update the quality management process for the Consultant.

- .2 Regulatory:
 - .a complete detailed code and regulations analyses;
- .3 Scope and Activities:
 - .a Submit drawings and specifications at 33%, 66%, 99% and 100% stages.
 - .b Obtain acceptance for each submission at 33%, 66%, 99% and 100%.
 - .c Provide a written response to all review comments and incorporate them into construction documents.
 - .d Confirm format of drawings and specifications.
 - .e Clarify special procedures (i.e. phased construction).
 - .f Advise as to the progress of cost estimates and submit updated cost estimates as the project develops.
 - .g Update the project schedule.
 - .h Prepare a final Class 'A' estimate.
 - .i Submit all architectural and engineering calculations. Calculations submitted might not be reviewed. They are required for record purposes and in certain instances to assist in the understanding and interpretation of designs. Calculations shall be submitted in a format that is legible, neat and easily understandable.
 - .j Review and approve materials, construction processes and specifications to meet sustainable development objectives.
- .4 Technical and Production Meetings:
 - .a Production of construction documents will be reviewed during the meetings arranged by the Departmental Representative and the Consultant.
 - .b Representatives from PCA will be present as arranged by the Departmental Representative.
 - .c The Consultant shall ensure that its staff and the Sub-Consultant representatives attend the technical and production meetings.
 - .d The Consultant shall ensure all documents are coordinated with all Sub-Consultants and disciplines.
 - .e The Consultant shall arrange for all necessary progress prints, data, product information, etc.
 - .f The Consultant shall prepare minutes of the meetings and distribute copies to all participants.
 - .g Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA.

3. GENERAL DELIVERABLES

Deliverables are similar at all three intermediate milestone work completion stages (33%, 66% and 99%).

Deliverables at 100% stage must be ready for tender and construction permit issuance requests..

4. 33%, 66%, 99% MILESTONE SUBMISSION DELIVERABLES

Completeness of the work must reflect the stage of each submission at 33%, 66% and 99%.

Aspects to be included (but are not limited to) are identified below for each submission stage.

For 99% submission:

- .1 Submit written response to the Departmental Representative to review comments made at previous submission (66%).
- .2 Submit a final report on the application of Sustainable Development principles and strategies during the project.
- .3 Submit one copy of updated Cost Plan, draft Class "A" ($\pm 5\%$) cost estimate.
- .4 Submit one copy of updated project schedule.
- .5 Provide final code analysis. Information on drawings must fully comply with codes, Federal standards, PCA requirements and all other requirements in the Consultant Agreement.
- .6 Drawings and Specifications:

- .a All construction drawings and edited specifications, fully complete.
- .b Complete set of coordinated construction drawings and specifications, including all necessary details, suitable for final review and funding approval.
- .c Written contributions specific to the tender form and Invitation to Tender, as may be required.

5. 100% SUBMISSION STAGE – FINAL TENDER DOCUMENTS

Deliverables:

- .1 Written response to the Departmental Representative to review comments made at 99% stage.
- .2 All original reproducible drawings and specifications for tendering purposes, reviewed and coordinated to 100%, incorporating all PCA comments made at the 99% stage, either in the documents themselves, if time allows, or as addenda during the tendering period.
- .3 All specification sections and an index of specifications. The specifications shall consist of typed and edited NMS sections.
- .4 Updated project implementation schedule.
- .5 Final Class "A" cost estimate.
- .6 Two (2) duplicate copies of signed and stamped, digitized specifications and drawing files on CD or DVD disk(s), in original and PDF (Portable Document Format), bookmarked by section to Departmental Representative for tender and construction.
- .7 Plans and specifications required by Inspection/Safety Code Authorities for approval before tender call.
- .8 Assist the Departmental Representative to apply for Building Permit, follow through with the Permit process and provide assistance until the Permit is issued. Update approved Permit submission and resubmit as required.

BS9 TENDERING SERVICES

1. GENERAL REQUIREMENTS

PCA will undertake public tendering of the project.

- .1 The Consultant's original construction documents (signed and stamped) will be displayed on the government's documents service Website (www.buyandsell.gc.ca/) as templates for drafting construction tender packages.

2. BIDDERS CONFERENCE

- .1 During the tender period, the Contracting Authority may, at the request of a potential offeror, arrange a Bidders Conference to clarify its requirements. The Consultant with its Sub-Consultants and Specialist Consultants, must attend any tender meeting, mandatory/optional site meeting.
- .2 Questions arising in such meetings will be answered by written addenda only, issued by the Contracting Authority.
- .3 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 Contracting Authority will obtain technical answers through the Departmental Representative and will publish both questions and answers to all bidders at the same time, and will issue clarifications without publication.

3. DOCUMENT INTERPRETATION

- .1 Provide the Departmental Representative with all information required by tenderers to fully interpret the construction documents, including sample boards, colour boards and other special reports.

4. ADDENDA

- .1 Addenda to Tender Documents are to be prepared, as required, by the Consultant and submitted to the Departmental Representative, who will forward them to the Contracting Authority.
- .2 Addenda to Tender Documents are to be issued through the Contracting Authority to all recipients of the Tender Documents.
- .3 The Contracting Authority will issue all addenda in writing (no information is to be issued orally), and may issue an addendum by facsimile.
- .4 Normally, addenda are issued no later than seven working days before the tenders close.

5. TENDER OPENING

Tenders are opened at the location stated in the advertisement.

6. PRICE NEGOTIATION

If the low bid exceeds the Consultant's final Construction Cost Estimate (Class 'A' estimate), PCA may negotiate with the lowest tenderer to reduce the price to an acceptable level without making fundamental changes to the scope of work.

If price reduction involves changes in the scope of work the Consultant shall:

- .1 Advise the Departmental Representative which items can be changed and the reduction in cost to be expected by negotiation.
- .2 Meet with the Contracting Officer, the Departmental Representative and the low tenderer, as required to provide information and advice during the negotiations.

7. RE-TENDERING

- .1 If no satisfactory reduction can be negotiated with the low tenderer or if the desired price reduction entails significant changes in the scope of work or the character of the design, PCA may re-tender the Project.
- .2 If the Project has to be re-tendered, the Consultant shall provide advice and information to the Departmental Representative as how the re-tender should be done.
- .3 Consultant is not entitled to an additional fee in this case.

8. RE-WORK

- .1 Consultant shall revise or amend the construction documents to bring the cost of the work within the limits stipulated.
- .2 Consultant is not entitled to an additional fee in this case.

BS10 CONSTRUCTION ADMINISTRATION SERVICES

1. GENERAL

- .1 Monitor the progress of the Consultant's work, compliance with all drawings and specifications, time schedules, quality standards and prepare progress reports, through site reviews during the construction period.
- .2 Review reports on Health and Safety strategies for the construction stage of work.
- .3 Notify the Departmental Representative immediately if Human Remains, Archaeological Remains or Items of Historical or Scientific Interest are discovered on the site and obtain further information on action to be taken.
- .4 Review and process shop drawings.
- .5 Prepare and provide to the Departmental Representative, detailed drawings, clarification advice, Site Instructions, Contemplated Change Notices and Change Notices and other related consultant input documents.
- .6 Reply to Requests for Information.

- .7 Observe quality assurance testing, review and accept test reports.
- .8 Report on contractors maintaining specified quality and schedules, ensuring that contractors are monitoring delivery of critical materials and equipment.
- .9 Review and make recommendations on progress claims.
- .10 Issue interim and final deficiency reports.
- .11 Finalize project documentation and accounts.
- .12 Ensure compliance with Commissioning Plan.
- .13 Recommend the release of holdback upon satisfactory completion.
- .14 Issue interim and final certifications.
- .15 Review and accept Operation and Maintenance Manuals.
- .16 Follow-up on any problems identified during the warranty period.
- .17 Provide Project Management Service at the request of the Departmental Representative.
- .18 **The Prime Consultant must refer to the various construction contracts for which Canada demands a controlling voice. In the case of a discrepancy between the construction clauses and this RFSO, the construction clauses shall take precedence.**

2. CONSTRUCTION SAFETY

- .1 All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety and Health Act and Regulations and/or Provincial/Territorial Regulations, whichever is more restrictive.
- .2 Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction.
- .3 Notify the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time.
- .4 Ensure the Contractor is mandated to comply with FCC 301 and 302 and by the Fire Protection Engineer.

3. PROJECT MEETINGS

- .1 The Departmental Representative will arrange meetings every two weeks or as deemed suitable, throughout the entire construction period, for representatives from:
 - .1 Stakeholders
 - .2 PCA in-house staff
 - .3 Prime Consultant
 - .4 Prime Consultant's Sub-Consultants and Specialist Consultants as determined by Departmental Representative
 - .5 Contractor and their Consultants and Subcontractors
- .2 The Consultant shall include in the contract documents, for provision by the contractor, requirements for a heated meeting room of sufficient size, appropriate furniture and equipment, to hold Project Meetings.
- .3 The Consultant shall record the issues and decisions and prepare and distribute minutes to all attendees within two (2) working days of the meeting.
- .4 The Prime Consultant and their proposed Sub/Specialist Consultants, should be personally available to attend all construction meetings and respond to inquiries within one (1) working day of the Departmental Representative's request, in the locality of the place of the work, from the date of the award of the Consultant agreement, until final inspection and turnover.
- .5 Review minutes for errors in fact, omissions or other discrepancies and report to the Departmental Representative.

4. PROJECT SCHEDULE

- .1 Upon receipt of the project schedule from the Contractor, after Contract award, review and verify whether the schedule is reasonable and has all detailed components of work shown separately.
- .2 Provide review comments and advice to the Departmental Representative prior to the Consultant's approval of the project schedule.

- .3 Use the project schedule as the basis for monitoring and evaluating the progress of the work.
- .4 Assist the Contractor to avoid delays by providing timely reports and advice.
- .5 Keep accurate records of causes of delays.
- .6 Record all discrepancies and recommend remedial measures to the Departmental Representative.
- .7 Any request for Time Extensions shall be submitted to the Department Representative who will forward to the Contracting officer. Only the Contracting officer may approve requests for Time Extensions.

5. BUDGET/FORECAST/CASH FLOW

- .1 Review the value of progress of work against the approved cost breakdown. When each trade is regularly reviewed against the project schedule and the cost breakdown, it quickly becomes apparent whether the Contractor is on budget and providing the appropriate cash flow for the work.
- .2 Record all discrepancies and agreed remedial measures.
- .3 Provide project financial planning/advice to the Departmental Representative, including funding commitment for the government fiscal year.

6. SHOP DRAWINGS

- .1 Review and process shop drawings in a timely manner.
- .2 Monitor and record the progress of shop drawing review. Record parties designated for action and follow-up.
- .3 Verify the number of copies of shop drawings required. Print additional copies for others such as Fire Protection Engineer's office and Permit Officer.
- .4 Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
- .5 On completion of project, include final shop drawings in the Operating and Maintenance Manuals. Verify that shop drawings include the project number and are filed in sequence.

7. CLARIFICATIONS DURING CONSTRUCTION

- .1 The Consultant must provide clarifications on Drawings and Specifications or site conditions, as required in order that the project not be delayed.
- .2 Record contractor's acknowledgement of receipt of all clarifications.
- .3 Verify and record whether an impact on cost or schedule may be expected and advise the Departmental Representative.
- .4 Provide to the Departmental Representative, any additional detail drawings, as and when required, to properly clarify or interpret the contract documents, in a timely manner.

8. WORK MEASUREMENT

- .1 If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.
- .2 When a Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work. Record dimensions and quantities.

9. INSPECTIONS AND SITE REVIEW

- .1 Provide construction inspection services by experienced and qualified personnel to verify compliance with contract documents. These personnel must be fully knowledgeable of the technical and administrative requirements of the project.
- .2 This construction review personnel must play a major role in the inspection and monitoring of the details of the Work.
- .3 Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.

- .4 Immediately after awarding of the Construction contract and before Work begins on site, the Architect will attend and take minutes of the pre-construction meeting. The Consultant should also attend this meeting.
- .5 Assess quality of work and identify, in writing to the Departmental Representative, all defects and deficiencies observed at time of such inspections.
- .6 Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- .7 Any recommendations, clarifications or deficiency lists shall be issued in writing to the Departmental Representative, with a copy to the Contractor.
- .8 Keep the Departmental Representative informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site reviews.
- .9 The Contractor is responsible for recording any and all changes from the original Contract on a marked-up hard copy of drawings and then at the end of the project, check and verify the changes with the Subcontractors and after that forward to the Consultant. The Consultant is responsible for updating the drawing files and provides electronic version of the as-built Drawings and Specifications.
- .10 In the case of an emergency where safety of persons or property is concerned, or Work is endangered by the actions of the Contractor or the elements, to safeguard the interests of PCA, the Architect shall give immediate written notice to the Departmental Representative and to the Contractor of the possible hazard. The Architect shall, if necessary, stop the work to protect the safety of the workers or Crown property or give orders for remedial work, and contact the Departmental Representative immediately for further instruction.
- .11 The Architect shall not: Authorize deviations from the contract documents; enter into the area of the responsibility of the Contractor's Field Superintendent; stop the work unless convinced that an emergency exists as noted above; authorize any payments.

10. CONSTRUCTION CHANGES

- .1 The Consultant does NOT have authority to change the work or the price listed in the Contract. Approved Change Orders must be issued to cover all changes, including those NOT affecting the cost of the project (schedule, substitutions, etc.).
- .2 The Consultant must prepare Contemplated Change Notices (CCNs), review quotations associated with Change Orders (CO's). This must include monitoring and recording the progress of CCN's and CO's. Where Work must proceed pending issue of a Change Order, the Consultant must record time and materials expended.
- .3 Proposed changes that affect costs or design or otherwise alter the terms of the Contract must be accepted and approved by the Departmental Representative to process. Upon approval from the Departmental Representative, detailed quotations must be obtained from the Contractor. Prices are then reviewed and recommendations forwarded to the Departmental Representative.
- .4 The Departmental Representative will then forward the CCN to the Contracting Authority to issue the COs to the Contractor, with a copy to the Consultant.
- .5 The practice of "tradeoffs" is not allowed.

11. CONTRACTOR'S PROGRESS PAYMENTS

- .1 Each month, the Contractor will submit a progress claim for work and materials delivered to the site as required in the Contract. The claims are made by completing the following forms where applicable:
 - .1 Request for Construction Payment with supporting invoices/documents in government format;
 - .2 Cost Breakdown for Unit and/or combined Price Contract;
 - .3 Cost Breakdown for Fixed Price Contract;
 - .4 Statutory Declaration: Progress Claim, and
 - .5 Work accident compensation organization clearance letter.
- .2 The Consultant must determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.

- .3 The Consultant must review and sign designated government forms and promptly forward claims to the Departmental Representative for processing. Obtain the following information from the Contractor and submit with each progress claim:
 - .1 Updated schedule of the progress of work

12. PAYMENT FOR MATERIALS ON SITE

- .1 The Contractor may claim for payment of material on site, but not yet incorporated in work.
- .2 Material must be stored in a secure place and protected from weather as designated by the Departmental Representative.
- .3 A detailed list, checked and verified by the Consultant, of materials with Supplier's invoice showing price of each item must accompany each claim.
- .4 Items must be listed separately on the Detail Sheet showing the cost breakdown list and total.

13. TESTING

- .1 Prior to tender, the Consultant must provide the Departmental Representative with a recommended list of tests to be undertaken, including on site and factory testing. These tests are to be included in Contract specifications.
- .2 Prepare a list of allowances for the tests in the specifications, identify with a detailed breakdown of the types of testing and amount.
- .3 The Consultant shall propose a testing agency to Departmental Representative for approval prior to arrange for the testing agency's services. Arrange testing, distribute test reports, and coordinate with Contractor and others involved for the tests.
- .4 The Consultant must review all test reports and take necessary action with Contractor when work fails to comply with Contract requirements. The Departmental Representative must be immediately notified when tests fail to meet project requirements and when corrective work will affect the schedule.

14. PROTOTYPES, MOCK-UPS AND SAMPLE INSTALLATIONS

- .1 Specify explicitly the need for prototypes, mock-ups and sample installations where required to gain installation knowledge and specialized testing of technically advanced assemblies.
- .2 Ensure that specifications are very clear on full requirements for such prototype work including:
 - .1 Specify time frames and weather conditions under which this work will be carried out.
 - .2 Note area on site plan where this is to be done.
 - .3 Bring this item to the attention of the Contractor at construction start meeting, and approve his/her methodologies and time frames for such work.
 - .4 Involve all necessary consultant disciplines, trades, suppliers, product manufacturers, testing agencies, Authorities, for a comprehensive review of the requirements and installation time periods.
 - .5 Note where necessary, requirements for submitting of shop drawings, product information and samples well in advance, so as not to disrupt project work schedule.
- .3 Ensure sufficient observation reports, photos or videos of work undertaken are available to avoid misunderstandings at a later stage.

15. INTERIM COMPLETION

- .1 The Contractor shall propose the site review when the project is at Interim Completion stage and provide a list of deficiencies prior to the site review. Commissioning must be completed. Commissioning Report must be reviewed and accepted by the Consultants and Departmental Representative.
- .2 The contractor shall arrange for an Interim Site Review with the Departmental Representative, PCA representatives, stakeholders, Consultants and major Subcontractors.
- .3 Consultants will prepare an Interim Completion report and a list of deficiencies. Upon reviewing the report, if satisfied that the Work complies with Contract requirements and confirming the

- value of remaining work, Consultants will recommend the acceptance of Interim Completion by signing the Interim Certificate.
- .4 When PCA is also satisfied that the construction work is substantially complete, the Departmental Representative will also co-sign and issue the Interim Certificate of Completion to the Contractor; provided that the Work remaining to be done under the Contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than:
 - .1 3% of the first \$500,000, and
 - .2 2% of the next \$500,000,
 - .3 1% of the balance of the value of the Contract at the time this cost is calculated.
 - .5 Payment to the Contractor requires completion and signing, by the parties concerned, of the following documents:
 - .1 Interim Certificate of Completion (Government form).
 - .2 Interim Site Review report and Acceptance.
 - .3 Progress Claim including holdback amount to be released.
 - .4 Cost Breakdown for the Fixed Price Contract and the cost for the remaining Work.
 - .5 Cost Breakdown for Unit and/or Combined Price Contract.
 - .6 Project Schedule for the remaining Work.
 - .7 Statutory Declaration for Interim Certificate of Completion.
 - .8 Clearance Certificate from the work accident compensation organization.
 - .6 The Consultant must verify that all items are correctly stated and ensure that completed documents and any supporting invoices/documents are given to the Departmental Representative for processing.

16. FINAL COMPLETION

- .1 The Contractor shall inform the Department Representative when satisfied that all work under the Contract has been completed, including correction of all deficiency items listed during the Interim Inspection.
- .2 Contractor shall apply and obtain Occupancy Permit issued by the Authority Having Jurisdiction prior to the Final Site Review.
- .3 The contractor shall arrange for the Final Site Review with the Departmental Representative, PCA representatives, stakeholders, Acceptance Board, Consultants and major Subcontractors.
- .4 If the Work complies with Contract requirements and is satisfactory, upon recommendation from the Consultant, the Acceptance Board will accept of completion of the project.
- .5 Payment to the Contractor requires completion and signing, by the parties concerned, of the following documents:
 - .1 Interim Certificate of Completion (Government form).
 - .2 Final Certificate of Completion (Government form), Final Site Review report and Acceptance.
 - .3 Progress Claim including holdback amount to be released.
 - .4 Cost Breakdown for Fixed Price Contract.
 - .5 Cost Breakdown for Unit and/or Combined Price Contract.
 - .6 Statutory Declaration for Final Certificate of Completion.
 - .7 Work accident compensation organization Clearance Certificate.
 - .8 Trades' Certificates as appropriate.
 - .9 Occupancy permit.
- .6 The Consultant must verify that all items are correctly stated and ensure that completed documents and any supporting invoices/documents are given to the Departmental Representative for processing.
- .7 The Consultant shall continue to monitor the situation and communicate with the Departmental Representative to ensure that he/she is aware of any deficiency work being delayed beyond reasonable time frames.

17. RECORD AS-BUILT DRAWINGS AND SPECIFICATIONS

- .1 The Consultant must produce as-built drawings for areas that show deviations in construction from the original Contract drawings, including as-built information, changes shown on Post Contract Drawings, changes resulting from Change Orders or from on Site Instructions.
- .2 Include final survey drawing in the as-built record.
- .3 Check and verify all as-built records for completeness and accuracy prior to submitting to the Departmental Representative.
- .4 Submit Record Drawings and Specifications within three (3) weeks of Final Completion acceptance. Electronic versions are required for both Drawings and Specifications, in both original and PDF formats.

18. OPERATION AND MAINTENANCE MANUALS

- .1 The Prime Consultant must submit Operation and Maintenance Manuals to the Contractor for review and acceptance prior to Interim Completion, with the exception of work that is scheduled to be performed.
- .2 Submit four (4) duplicate hard copies and two (2) duplicate electronic copies of the Operation and Maintenance Manuals to Departmental Representative within three (3) weeks of Final Completion acceptance.
- .3 Ensure that the project name, project number, project address, building number, contractor's name and contact information are printed on all pages.
- .4 Ensure that manuals are organized in 3-ring binders and separated into the different specification sections by coloured dividers.
- .5 Ensure that a complete set of as-built Drawings and Specifications are included.
- .6 Ensure that a copy of the Real Property Report, signed and sealed by the Canadian Surveyor, is included.
- .7 Ensure that a copy of the commissioning report is attached.
- .8 Ensure that a copy of all information on products, materials, equipment and fixtures (including name and contact information of sub-trade, Supplier and manufacturer etc.), test/approval information documents, operating instruction and maintenance information/schedule related to spare parts, certificates, warranty and site-specific final shop drawings etc., are attached.

BS11 COMMISSIONING

1. INTENT:

The Consultant shall provide commissioning services to verify that the department's functional requirements are correctly interpreted during the design stage and contract documents, and that the building systems operate consistently at peak efficiencies, and within the specified energy budget.

As a member of the Parks Canada team, the Commissioning Manager represents the Owner's and User's interests, and is responsible for overseeing all commissioning activities during the development, implementation and post construction stages of the project.

Throughout this stage, the Consultant and Consultant's representatives on site will work closely with the Commissioning Manager, Parks Canada and the Contractor to implement commissioning activities and create useful, well-integrated drawings, reports and manuals, in compliance with contracted Documents.

- .1 To define the operational and performance requirements of the Owner and User.
- .2 To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents.
- .3 To ensure that appropriate and start-up and checkout procedures are employed for components, subsystems, including meaningful documentation for and certification of Quality Control reports and techniques under the normal **or enhanced** basic services and contractual procedures.
- .4 To ensure that the final product meets the specified requirements and the criteria set out in the project brief.
- .5 To document the operations, maintenance and management requirements, and transferring the completed works to qualified facility operators.

- .6 To minimize the life cycle operating and maintenance costs.
- .7 To verify that the department's functional requirements are correctly interpreted during the design stage, and that the building systems operate consistently at peak efficiencies, under all normal load conditions of the design intent, and within the specified energy budget.

2. SCOPE AND ACTIVITIES:

- .1 The Consultant shall provide the services that include but not be limited to the following activities:
 - .1 Provide complete documentation on operations and maintenance requirements;
 - .2 Prepare the Standard Operations Procedures (SOP) manuals..
 - .3 Carry out various checks and tests to determine if the new facilities function in accordance with the contract documents;
 - .4 Attend the commissioning testing to ensure that proper protocols are being maintained.
 - .5 Identify Contractor and Sub-contractor commissioning, performance verification (PV) and testing responsibilities;
 - .6 Plan the PV activities, develop the installation checklists and PV report forms, and prepare a detailed verification schedule. PV tests will be performed by the Contractor and supervised by the Consultant. Maintain detailed development reports and review with the Contractor for special systems such as the Energy Monitoring and Control System (EMCS), telecommunications and safety.
 - .7 PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Commissioning Manager.
 - .8 Ensure that the documentation and testing reports from the Commissioning Manager are submitted to the Departmental Representative in a proper, timely and organized fashion.
 - .9 Prepare a training plan for the O&M staff to be trained on the operation of the new facilities. The training plan shall recognize both short-term and long-term requirements and shall employ both paper documents and visual techniques.

3. SCOPE AND ACTIVITIES - DETAILS

- 1. The project will be accepted and the Certificate of Substantial Completion will be issued only after the Contractor meets the requirements of the Contract and:
 - a. Successful completion of integrated systems tests, life safety support systems tests and after meeting all requirements of the authority having jurisdiction.
 - b. All test certificates, commissioning reports and commissioning documentation have been approved by the Departmental Representative.
- 2. During the Construction Phase, the Consultant shall:
 - a. Monitor and report on Contract commissioning activities,
 - b. Review and certify verification sheets as they are completed by the contractor,
 - c. Review commissioning schedule,
 - d. Attend all component, system and integrated systems tests,
 - e. Review and comment on commissioning test results,
 - f. Provide advice and recommendations for fine-tuning,
 - g. Finalize the Design Intent Report and Client / Users O&M Manual to reflect as-commissioned operation and maintenance of each system.

4. DELIVERABLES

The Consultant shall provide the following:

- 1. Commissioning Plan,
- 2. Division 01 Commissioning Specifications,

3. Curriculum vitae sheets to be filled in by the Contractor,
4. PVT (Performance Verification Testing) Sheets to be filled in by the Contractor,
5. Reviewed and Accepted Commissioning (Evaluation) Report.

BS12 POST CONSTRUCTION SERVICES

1. GENERAL

1. All work under the Construction Contract carries a standard twelve (12) month warranty commencing on the effective date of the issuing of Interim Certificate of Completion. Certain parts of the work, such as seals and bearings, roofing, windows and exterior doors, landscaping may have extended warranties as specified.
2. The roofing warranty must be at least 30 years and extended to the same warranty period as the specified roofing product being used.
3. Window and exterior door warranties must be at least 10 years and extended to the same warranty period as the specified product being used.
4. Landscaping warranty must cover two (2) full growing seasons.
5. The Contractor is responsible for correcting and/or replacing all defects in the work during the warranty period, except for damage caused by misuse, abuse or neglect by others.
6. The Departmental Representative must promptly notify the Consultant in the event that defects or alleged defects appear in the work of the Contractor.
7. The Consultant shall investigate all defects and alleged defects in the work promptly and issue appropriate information and advice to the Departmental Representative.
8. The Consultant shall arrange a lesson-learned meeting with the Contractor, Departmental Representative, stakeholders within four (4) weeks of Final Completion. The Consultant shall provide information, advice, improvement, suggestions, constructive comments and lessons learned for the benefit of the future projects.

2. 12-MONTH WARRANTY INSPECTION

1. Nine months after Interim Completion acceptance, the Consultant shall arrange a 12-month warranty site inspection with the Departmental Representative, Consultant and Sub-Consultants, Contractor, Mechanical and Electrical Subcontractors, stakeholders, PCA Maintenance staffs.
2. Prepare deficiency list with the Departmental Representative for the Contractor's correction/adjustment prior to the site inspection and distribute to the site inspection participants.
3. Update the deficiency list during the site inspection and distribute to the site review participants.
4. Inform Departmental Representative in writing when all items listed on the 12-month Warranty Inspection report have been completed satisfactorily.

BS13 PROJECT ADMINISTRATION REQUIREMENTS

1. PROJECT MANAGEMENT

1. The Departmental Representative assigned to the project is the Project Manager unless noted otherwise.
2. The Departmental Representative is directly concerned with the project and is responsible for its progress. The Departmental Representative is the liaison officer with the Consultant, PCA, stakeholders and Contractor.
3. Unless stated otherwise by the Departmental Representative, the Consultant is responsible for obtaining information on and meeting all Federal and Provincial/Territorial requirements, permits and approvals necessary for the work.

4. Departmental Representative might assign the Project Management role to PWGSC or the Prime Consultant as indicated in each Standing Offer Call-up request.

2. LINES OF COMMUNICATION

1. Unless otherwise requested by the Departmental Representative, the Consultant shall communicate with the Departmental Representative only.
2. During the Construction Tender stage, the Contracting Authority shall conduct all correspondence with bidders and then award the Contract with assistance from the Departmental Representative.
3. During the construction stage, the Departmental Representative shall submit the CCN with Contractor's quote to the Contracting Authority who will issue the Change Orders.

3. MEDIA

1. The Consultant shall not respond to request for project-related information or questions from the media. Such inquires are to be directed to the Departmental Representative.

4. GENERAL DELIVERABLES

1. Where deliverables and submissions include summaries, reports, drawings, plans, specifications or schedules, one (1) copy shall be provided to the Departmental Representative in electronic PDF format. A copy of the original format and hard copies might be required as requested by the Departmental Representative.

Deliverable submissions including, but not limited to the following:

Document	Deliverable format
.1 Written reports and studies:	Microsoft Word, Excel & PowerPoint
.2 Electronic spreadsheets and budgets:	Microsoft Word, Excel & PowerPoint
.3 Presentations:	Microsoft Word, Excel & PowerPoint
.4 Schedules	Adobe PDF
.5 Drawings:	AutoCAD and Adobe PDF
.6 Specifications:	NMS Editable
.7 Exhibit/Interpretive Element	Adobe Creative Suite CS6 or higher, and Adobe PDF and EPS
.8 Web content	Adobe PDF
.9 Internet	HTML, Macromedia Flash
.10 Alternatively, the Consultant may submit the work in PDF format. Except that final drawings (at any stage) and record drawings must be in AutoCAD and PDF formats.	
.11 All drawings will be generated and distributed in a format using layering and file transfer protocols as prescribed in Standards and Procedures.	

5. ACCEPTANCE OF CONSULTANT DELIVERABLES

1. While the Departmental Representative acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles Departmental Representative to review the Consultant's work.
2. The Consultant must obtain Departmental Representative approval at each Project stage. The Departmental Representative reserves the right to reject non-conforming or unsatisfactory Consultant work.
3. Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. Acceptance does not relieve the Consultant of professional responsibility for the project and compliance with the terms and conditions of the Contract.

4. Departmental Representative acceptances do not prohibit rejection of work which is determined to be unsatisfactory at later stages of review. If progressive design development or technical investigation reveals that earlier acceptances should be withdrawn, the Consultant is responsible for revising work and resubmitting for acceptance at the Consultant's cost.

6. COORDINATION WITH SUB-CONSULTANTS

The Consultant shall:

- .1 Throughout all phases of the project, assume responsibility for coordinating the work of any Sub-Consultants and specialists retained by the Consultant or by the Departmental Representative.
- .2 Ensure clear, accurate and ongoing communication of design concept, budget, scheduling issues (including changes) and that all project information is provided to the Sub-Consultants and specialists in a timely manner.
- .3 Coordinate input for the Departmental Representative's Risk Management Plan.
- .4 Coordinate the Quality Assurance process ensuring that submissions of Sub-Consultants and specialists are complete and signed-off by the designated senior reviewer.
- .5 Ensure Sub-consultants and specialists provide adequate site review services and attend all required meetings.

7. PROJECT RESPONSE TIME

Key personnel of the Consultant and Sub-Consultants or specialist firms must be personally available to attend meetings or respond to inquiries within one (1) working day.

8. DESIGN MEETINGS

- .1 The Departmental Representative will arrange meetings generally every two weeks throughout the design and tendering stages of the project, to bring together the following:
 - .1 Departmental Representative,
 - .2 Parks Canada Agency representatives,
 - .3 Stakeholders,
 - .4 Consultants.
- .2 Meetings will normally be by conference call. On occasions face-to-face meetings will be required.
- .3 The Consultant shall:
 - .1 Attend the meetings,
 - .2 Record the issues and decisions,
 - .3 Prepare and distribute minutes within 48 hours of the meeting.
- .4 Standing agenda items shall include: schedule, cost, risk, quality, health and safety, sustainable development, environment, ecology, as well as site-specific and project-specific issues.
- .5 On occasion, there may be urgent meetings to solve problems. The Consultant must be available to attend such meetings with 24 hours' notice.

9. CONSTRUCTION MEETINGS

- .1 The Departmental Representative will arrange meetings generally every two weeks throughout the construction period, to bring together the following:
 - .1 Departmental Representative,
 - .2 Parks Canada Agency functional area representatives,
 - .3 Stakeholders,
 - .4 Consultants,
 - .5 Contractor,
 - .6 Major sub-trades.
- .2 Meetings will normally be held on site, at the contractor's site office.

- .3 The Consultant shall:
 - .1 Attend the meetings,
 - .2 Record the issues and decisions,
 - .3 Prepare and distribute minutes within 48 hours of the meeting.
- .4 Standing agenda items shall include: schedule, project progress, cost, changes, risks, quality, health and safety, sustainable development, environment, ecology, as well as site-specific and project-specific issues.
- .5 On occasion, there may be urgent, problem-solving meetings. The Consultant must be available to attend such meetings with 24 hours' notice.

10. QUALITY ASSURANCE / VALUE FOR MONEY REVIEWS

- .1 In concert with the Integrated Design process, the Departmental Representative will conduct Value Architecture/Engineering for Money/Quality Assurance reviews on design and construction documents prepared by the Consultants. Consultants and Sub-Consultants must respond in writing to Departmental Representative's comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- .2 Departmental Representative reviews are not intended as a check against errors or omissions contained within the documents submitted. Consultants are responsible for checking and correcting any such errors or omissions prior to submission, and regardless of any review comments by Departmental Representative.

BS14 PROJECT PARTICIPANTS

1. FEDERAL PROJECT TEAM

The Federal Project Team includes:

- .1 The Project Leader, who represents the Owner (PCA), identifies requirements and initiates projects, develops requirements in both functional and operational terms, obtains approvals and funding, and participates in the selection of consultants.
- .2 The Departmental Representative, who is assigned by the Project Leader and is responsible for the day-to-day management of the project. The Departmental Representative will be the Consultant's single point of contact for all project requests.
- .3 PCA representatives. There may be numerous representatives involved in the project. These representatives will be responsible for functional issues on the project, related to their respective organizations.
- .4 PWGSC representatives, if required.

BS15 SUBMISSIONS, REVIEW AND APPROVAL PROCESS

1. SUBMISSIONS:

- .1 Provide all required submissions, either to, or as identified by the Departmental Representative.
- .2 Provide a draft report to the Departmental Representative for review at the Integrated Design sessions, prior to the last meeting of the Pre-design, Schematic Design and Design Development stages.
- .3 Provide required sets of Construction Drawings and Specifications to the Departmental Representative for review at the Integrated Design sessions, at 33%, 66%, 99% and 100% stages.
- .4 Provide Construction Drawings and Specifications to the Departmental Representative ready and suitable for Tender.

2. PCA DESIGN REVIEW COMMITTEE

- .1 The purpose of the review and approval process is to ensure compliance with the project program, adherence to good design practice and technical quality assurance.
- .2 The Departmental Representative will schedule review sessions by the committee at the completion of the Pre-Design, Schematic Design, Design Development and 99% of the Construction Documentation stages.

3. OTHER AUTHORITIES HAVING JURISDICTION

- .1 Although the Federal Government does not formally recognize jurisdictions at other levels of government, voluntary compliance with the requirements of these other levels of government is a requirement.
- .2 Codes, regulations, bylaws and decisions of Authorities Having Jurisdiction will be observed. In cases of conflicts, the most stringent will apply. The Consultant shall identify other jurisdictions appropriate to the project.
- .3 PCA will voluntarily comply with the applicable provincial/territorial Occupational Health and Safety Acts and Regulations, in addition to the related Canada Occupational Safety and Health Acts and Regulations.

ADDITIONAL SERVICES (AS)

The Consultant shall coordinate and manage the additional services, listed below, provided by in-house resources, Sub-Consultants and /or Specialists* and required to complete project requirements in support of the requested services under a Call-Up.

* “Sub-Consultants and/or Specialists” refers to Consultants outside of those included in the Consultant’s Team Identification, attached at Appendix D, and as identified under TP 10.1. (d) Disbursements.

The Consultant may be requested to provide one or more of the following services, either independently or as part of the project for the specific project Call-up:

AS1 INVESTIGATIONS AND REPORTS

AS.1.1 INTENT

The Consultant may be requested to investigate a site condition or building condition to determine the life expectancy of the building system or component, the cause of a problem such as water leakage, structural or envelope deficiency, malfunction of mechanical and/or electrical systems; analyze the situation; record the conditions; and provide a recommendation for repairs or improvement of the situation, or generate strategic options for future investment considerations to the property or building.

AS.1.2 SCOPE AND ACTIVITIES:

- .1 The Consultant shall perform on-site investigations and provide reports as required by the Department Representative, including but not limited to the following:
 - a. Research and review original construction documents and any historical documents describing modifications to the site or building;
 - b. Review site and/or building conditions and compare conditions to existing documents.
 - c. Pursue more detailed investigation of site and/or building conditions which may include: deconstruction of components, with permission from the Departmental Representative, to determine a more comprehensive understanding of the existing conditions such as the composition of built-in elements or the cause of the problem;
 - d. Record findings of the investigation by recording in detail, including drawings and photographs, the location of the problem or situation and providing a description of the condition, the design capacity of the building system;
 - e. Identify all deficiencies, potentials and constraints with the existing systems;
 - f. Recommend alternative remedial measures for deficiencies and/or options for improvements;
 - g. Prepare a report which includes the results of site investigations, review of the project scope of work and recommendations of alternative remedial measures for deficiencies and/or options for improvements and the associated cost and schedule implications of each option.

AS 1.3 DELIVERABLES

- .1 The Consultant shall, based on the specific requirements of the Call-up, provide the following:
 - a. Building Condition Report (BCR)
 - b. Investment analysis report (IAR), as necessary
 - c. Building Assessment report

AS2 FUNCTIONAL PROGRAMMING

AS 2.1 INTENT

The purpose of a functional program is to ensure the Consultant has gathered sufficient information to analyze the Departmental Representative's functional and operational requirements, developed an understanding of the requirements for the building infrastructure and applied the Parks Canada Fit-up Standards. At the time of Call-up, the Departmental Representative will identify the specific services required from Functional Programming Services and incorporate all of the information into the Functional Program Document.

AS 2.2 SCOPE AND ACTIVITIES:

The Consultant shall:

- .1 Interview users and stakeholders to determine the Departmental Representative's functional and operational requirements for staffing, support areas; requirements for expansion or downsizing of the operation, special purpose areas, spatial relationships and adjacencies; and the impact of these requirements on the building's basic infrastructure.
- .2 Attend meetings, communicate with and coordinate the other consultants and specialists.
- .3 Develop the format for the Functional Program Document and draft 'Table of Contents'. The submission must also include as a minimum the formatting for spreadsheets, room data sheets, cost estimates, and reports. Submit for review. Revise as required. Resubmit for final approval.
- .4 Prepare, coordinate and assemble the following sections of the Functional Program Document, as required by the specific Call-up:
 - a. Administrative Space Recommendations Report
 - b. Support Space Recommendations Report
 - c. Special Purpose Space Recommendations Report
 - d. Security Recommendations Report
 - e. Communications/Data Recommendations Report
 - f. Audio-Visual Recommendations Report
 - g. Room Data Sheets
 - h. Zoning (Bubble) Diagram
- .5 Consolidate the sections of the Functional Program Document

AS 2.3 DELIVERABLES - DETAILS:

The Consultant shall, based on the specific requirements of the Call-up, provide the following:

1. ADMINISTRATIVE PREMISES RECOMMENDATIONS REPORT
 - .1 Analyze information gathered and make recommendations in accordance with the Government of Canada Fit-Up Standards:
 - a. Identify opportunities for space consolidation;
 - b. Draft a document indicating the effects of each of the proposed planning alternatives, based on the Client Department mission statement, functional requirements, space allocation, and project budget. Provide written justification and rationale for each proposed change.
 - .2 Submit for review. Revise as required. Resubmit for final approval.
2. SUPPORT SPACE RECOMMENDATIONS REPORT

- .1 Gather and document (text and images) the Client Department's support space requirements;
 - .2 Analyze information gathered and make recommendations regarding support space in accordance with the Government of Canada Fit-Up Standards;
 - a. Identify opportunities for space consolidation.
 - b. Draft a document indicating the effects of each of the proposed planning alternatives, based on the Client Department mission statement, functional requirements, space allocation, and project budget. Provide written justification and rationale for each proposed change.
 - c. Requirements for off-site support spaces, if applicable, must also be included and clearly noted as such.
 - .3 Submit for review. Revise as required. Resubmit for final approval.
3. SPECIAL PURPOSE SPACE RECOMMENDATIONS REPORT
- a. Prepare a comparative (i.e. quantitative and qualitative) analysis between existing special purpose space and each of the proposed changes in sufficient detail to facilitate selection by the Agency Representative and identify options for space optimization, and use of multipurpose spaces, etc.
 - b. Identify requirements for off-site special purpose spaces, if applicable, must also be included and clearly noted as such.
 - c. Prepare a workflow diagram.
 - d. Obtain approval of the special-purpose space from the appropriate Departmental Representative (e.g., Accommodation Manager), through the Departmental Representative.
- .4 Draft a document indicating the effects of each of the proposed changes, based on the Client Department mission statement, functional requirements, space allocation, and project budget. Provide written justification and rationale for each proposed change.
 - .5 Submit for review. Revise as required. Resubmit for final approval.
4. SECURITY RECOMMENDATIONS REPORT
- .1 Prepare a report to document the Client Department's current and future security requirements and the effect these may have on other functional requirements and proposed changes.
 - .2 Submit for review. Revise as required. Resubmit for final approval.
5. COMMUNICATIONS/DATA RECOMMENDATIONS REPORT
- .1 Prepare a report to document the Client Department's current and future communications/data requirements and the effect these may have on other functional requirements and proposed changes. The report must be in accordance with the Government of Canada Fit-Up Standards.
 - a. Prepare recommendations and determine all necessary modifications to the base building. Assess the impact of those modifications on overall space, time and budget.
 - b. Coordinate work performed by Mechanical and Electrical Sub-Consultants and incorporate them into the Communications/Data Recommendations Report.
 - c. Submit for review. Revise as required. Resubmit for final approval.
6. ROOM DATA SHEETS
- .1 Compile all the data per room function (number of occupants; area in square metres; critical dimensions; functional and operational requirements; essential proximity; unique characteristics or features of space; architectural requirements: wall type, STC rating, fire resistance rating, wall finishes, floor and ceiling finishes, doors/door frames and interior glazing, prefabricated millwork, specialties [i.e., tackboards, whiteboards, tack strips, chair rail, corner guards]; structural requirements; mechanical requirements: HVAC, plumbing; electrical requirements: power and lighting; Telecommunications requirements: voice, data and equipment; furniture and equipment requirements; security requirements: door hardware,

duress alarm, security system such as motion detector, door contact, card access, camera; audio-visual requirements: equipment, black out blinds, projector screen, remote control, lighting control; signage requirements; other special requirements) for each typical and special-purpose room and prepare room data sheets as per the approved room data sheet format.

- .2 Submit for review. Revise as required. Resubmit for final approval.

7. ZONING (BUBBLE) DIAGRAM

- .1 Prepare zoning (bubble) diagrams based on the Client Department's functional program, space allocation and horizontal zoning plans, for all spaces forming part of the project.
- .2 Number of diagrams to be identified at time of Call-up.
- .3 Zoning (bubble) diagrams are to include as a minimum the following:
 - a. Identification and location of hard walls/partitions.
 - b. Identification of primary and secondary circulation paths; calculations for length of routes.
 - c. Identification of (group and position titles/position levels or names) and area designation (in square metres) for workstations (by group/position names); and
 - d. Identification and area designation (in square metres) for support spaces and special purpose spaces.
- .4 Submit for review. Revise as required. Resubmit for final approval.

8. CONSOLIDATION OF FUNCTIONAL PROGRAM DOCUMENT

- .1 Consolidate the functional requirements information, including Sub-Consultant and specialist work into the Functional Program Document as per the approved format.
- .2 When conflicting requirements or recommendations occur, provide an integrated recommendation together with adequate justification.
- .3 Submit for review. Revise as required. Resubmit for final approval.

AS3 FEASIBILITY STUDIES

AS 3.1 INTENT

The Consultant shall prepare feasibility studies for building requirements, site plan and space planning designs for both new buildings, and proposed additions. Cost studies, graphic representations, etc. are to accompany the text document to further clarify or explain the rationale for decisions.

The Consultant shall attend Client and stakeholder meetings to gather and present information. The Consultant shall also record and distribute minutes at a frequency to be determined in conjunction with the Departmental Representative.

AS 3.2 SCOPE AND ACTIVITIES:

The Consultant shall provide:

- .1 a written verification of project requirements that includes objectives, parameters, timelines and budget, with reference to roles and responsibilities, lines of communications, and submission requirements for approvals, presentations, reviews;
- .2 a project schedule with periodic updating as determined with the Departmental Representative;
- .3 assistance in preparing a risk management report for the Departmental Representative;
- .4 implementation strategies that document task/activities, milestones, process for information gathering, project goals and deliverables;
- .5 an existing Building Condition Report where there is an intention to renovate;
- .6 a security recommendations report of the Departmental Representative's current and future security requirements and the effect they may have on the feasibility studies;
- .7 a Communication/Data Recommendations Report of the Departmental Representative's current and future requirements and the effect they may have on the feasibility studies;

- .8 verification of on-site conditions through the preparation and updating of master drawings to scale and in an approved AutoCAD format;
- .9 building capability recommendations report to address current and future interior and exterior conditions, systems, access, conveying systems, washrooms, and other items that are likely to affect the Departmental Representative's requirements;
- .10 preliminary sustainability recommendations report which may include information related to reuse, recycling, waste diversion, energy and water efficiency in facilities and use of durable materials;
- .11 horizontal zoning plans per floor that are based on the Departmental Representative's approved functional program;
- .12 cost estimates (Elemental Cost Analysis) in a format acceptable to the Departmental Representative;
- .13 mechanical and electrical engineering design concept and solutions to be based on Departmental Representative's project requirements (number of options to be determined at time of Call-up);
- .14 feasibility Study Document that consolidates all the requirements of the 3 viable options of the complete exercise with allowance for resubmission for final approval after predetermined reviews by the Departmental Representative.

AS4 INTERIOR DESIGN

AS 4.1 INTENT

The Consultant shall prepare concept designs for space planning and furniture layout leading to contract documents that are compliant with the latest version of building codes and fire codes. Colour boards and material selection that address sustainable initiatives, PCA corporate imagery, and fit-up standards are to be included in the scope of work. Document and assist in identifying all requirements that exceed or are NOT part of the standards. All non-compliant components must respect the Government of Canada Approval and Fit-up Standards process. Estimates and specifications including phasing strategy for swing space are to be addressed and represented in graphic fashion, with presentations made to the Client group and Departmental Representative. Designated substance reports are to be reviewed for impact on finishes removal. Recycling initiatives for furniture and screens, as well as coordination of the relocation of mechanical, electrical and telecommunications items are to be included in the overall submission package.

AS 4.2 SCOPE AND ACTIVITIES:

The Consultant shall:

- .1 attend all meetings and presentations required for the project. Additional Consultant team members shall be required to attend project team meetings to address their particular areas of expertise during the different delivery stages for each Call-up. The number and frequency of project team meetings will be determined at time of Call-up.
- .2 ensure all Sub-Consultants attend as required throughout the various phases of the project;
- .3 record the issues, decisions and action items (with responsibility) at each meeting and prepare and distribute meeting minutes within 72 hours of the meeting. Meeting minutes must clearly identify the status of the project as well as any problems raised during the presentation that has an effect on costs, risks and scheduling.
- .4 make presentations as identified under the RS sections to support the review and approval process; prepare and distribute status reports to the Departmental Representative on a monthly basis.
- .5 draft monthly status reports on work progress and submit them to the Departmental Representative. Status reports must clearly identify any issues raised during the project the impacts on costs, risk and schedule for the project.
- .6 coordinate the scope of work and design with other disciplines;
- .7 if applicable, review and coordinate the work of other contracts, such as the purchasing of furniture, audio-visual, security systems and IT/telecommunications equipment, and inform the Departmental Representative if the work of other contracts will impact the design layouts or the work of other disciplines before proceeding with the implementation of the changes.

AS 4.3 DELIVERABLES – DETAILS

The purpose of this section is to describe interior design services that may be identified and requested by the Departmental Representative at the time of Call-up.

1. MASTER DRAWINGS

- .1 Verify site conditions by preparing or updating master scale drawings in an AutoCAD format approved in accordance with Appendix C (attached) entitled "Doing Business" ensuring in particular that existing architectural/interior design, mechanical, electrical, structural, and communication elements, as well as data transmission devices placed on the underside of suspended ceilings, are correctly indicated.
- .2 Submit for review. Revise as required. Resubmit for final approval.

2. BUILDING CAPABILITY RECOMMENDATIONS REPORT

- .1 The intent of the Building Capability Report is to investigate, assess and analyze how well the building(s) meets Client Department requirements, and make recommendations to suit the Client Department's requirements. This report must not be confused with a Building Condition Report (BCR) which identifies the capital improvement requirements necessary to maintain an asset at a specified level, from the beginning to the end of a set planning horizon.
- .2 The Consultant must assess the capability of the existing building infrastructure and systems including as a minimum architectural, interior design, mechanical, electrical, structural, communication/data, and security, to determine how effectively the building(s) meets Client Department requirements.
- .3 Prepare the Building Capability Report in reference to the Client Department's functional requirements. The report must include but will not necessarily be limited to:
 - a. Results of site investigations and comprehensive review of the project requirements;
 - b. Location and capability of existing infrastructure and building systems including architectural/interior design, mechanical, electrical, structural, communications/data and security systems;
 - c. Deferred maintenance; curable/incurable equipment obsolescence; design problems and deficiencies that are likely to affect Client requirements;
 - d. Identification of all deficiencies, potentials and constraints with the existing building systems to support the Client Department's functional requirements and proposed planning alternatives;
 - e. Areas of concern including an assessment of their impact on space, time and budget;
 - f. Preliminary recommendations and alternative remedial measures for areas of concern;
 - g. Preliminary assessment of the building's conformance with the PARKS CANADA Sustainable Development Strategy;
 - h. In buildings or floor spaces where existing construction and/or fit-up exist and are to be reused, assess building conformance with the Government of Canada Fit-Up Standards.
- .4 Coordinate work performed by Mechanical and Electrical engineering Sub-Consultants and incorporate into the report on communications and data. Mechanical and electrical engineering services must be complete in that they identify all issues that will have a significant impact on the project.
- .5 Submit for review. Revise as required. Resubmit for final approval.

3. SUSTAINABILITY RECOMMENDATIONS REPORT

- .1 The Sustainability Recommendations Report will include but will not necessarily be limited to the following:
 - a. Identification of construction, renovation and demolition waste materials diversion target (minimum is 75% or more);
 - b. Recommendations for sustainable sound construction materials (renewable, recycled content, durable materials);

- c. Energy and water efficiency in facilities (including heating, ventilation, lighting, low water consumption sanitary appliances, etc.); and,
 - d. Complete sustainability checklist using either Green Globes Fit-up or LEED Commercial Interiors tool. The checklist must include the projected Sustainability Goal intended to be achieved and the rationale for including and excluding specific elements on the checklist.
- .1 Coordinate work performed by Mechanical and Electrical engineering Sub-Consultants and incorporate the results into preliminary report.
 - .2 Submit for review. Revise as required. Resubmit for approval.

4. SCHEMATIC PLANS

- .1 At the time of Call-up and based on Government of Canada Fit-Up Standards, prepare a maximum of two (2) schematic plans of one floor (or portion, depending on the size of the floor plate).
- .2 The schematic plans must reflect the approved Client Department's overall functional requirements but not necessarily any particular group, division, etc.
- .3 The schematic plans must contain sufficient detail to graphically illustrate the Government of Canada Fit-Up Standards, and the functional program requirements established in RS 2.2.2 Functional Programming.
- .4 The following must be included:
 - a. Identification of all partition including door swings;
 - b. All circulation paths;
 - c. Proposed workstation layouts for both enclosed offices and open areas;
 - d. Support space for both enclosed areas and open areas;
 - e. Special purpose spaces as required to illustrate the overall design strategy; and
 - f. Identification of all rooms and areas including name, numbers and size.
- .5 Provide a written justification and summary for each option including as a minimum: number of workstations and enclosed offices according to size and level, total number of end users, types and number of support spaces, types of special purpose spaces, percentage of circulation, percentage of building loss factor and percentage of open offices versus closed offices.
- .6 The schematic plans must reflect the space allocation, approved functional program and project budget.
- .7 The plans must be consistent with the building's configuration and systems including as a minimum: mechanical, electrical, structural, communications/data, security.
- .8 Submit schematic plans for review. Revise as required. Resubmit for final approval pending review and approval by authorities having Jurisdiction.

5. MECHANICAL AND ELECTRICAL ENGINEERING DESIGN CONCEPT

- .1 Prepare mechanical and electrical engineering design concept documents in sufficient detail to illustrate the mechanical and electrical engineering design concept and to demonstrate compliance with the project requirements. Develop an alternative design concept solution that accommodates the Client Department's requirements; respond to the existing building, its surrounding context and the project budget. Provide option analysis complete with life-cycle cost analysis.
- .2 Number of options to be identified at time of Call-up.
- .3 Design Concept and alternative solutions must adhere to the Government of Canada Fit-Up Standards.
- .4 Prepare mechanical and electrical engineering drawings to include analytical diagrams, schematic bubble diagrams, plans, elevations and sections. Perspective sketches may be requested.
- .5 Submit for review. Revise as required. Resubmit for final approval.

6. REVIEW AND APPROVAL BY AUTHORITIES HAVING JURISDICTION

- .1 Submit Client approved schematic plans and required completed Human Resources and Social Development Canada (HRSDC) forms (HRSDC's Advice of Transmittal Form, Occupancy Fit-Up Data Sheet and the Building Code Data Sheet).
- .2 Submit Client approved schematic plans to the Federal Heritage Buildings Review Office (FHBRO) as required by the project.
- .3 Revise plans as required and provide written response to comments received from authorities having Jurisdiction.
- .4 Coordinate review and approval process by Authorities having Jurisdiction with Mechanical and Electrical engineering Sub-Consultants and ensure written responses to comments are provided.
- .5 Submit schematic plans for review. Revise as required. Resubmit for final approval.

7. FEASIBILITY STUDY

- .1 Prepare a report that examines the viability and practicality of a project, where feasibility study services or deliverables are required above and beyond those described in RS 2.2.3 Additional Services.
- .2 Make detailed and specific recommendations. Provide analysis and justification as required.
- .3 Submit for review. Revise as required. Resubmit for approval.

8. VERIFICATION OF FUNCTIONAL PROGRAM

- .1 Review, update and/or complete Functional Program Document prepared by others. Refer to RS 2.2.2 Functional Programming and coordinate with Departmental Representative to determine list of services and deliverables required for Functional Program Document.
- .2 Ensure content of Functional Program Document prepared by others includes required deliverables described in RS 2.2.2 of this Standing Offer and that the deliverables are complete and still current, i.e. up-to-date and approved by the Departmental Representative.
- .3 Update the functional program deliverables as required.
- .4 Submit for review. Revise as required. Resubmit for approval.

9. VERIFICATION OF SCHEMATIC PLANS

- .1 Review, update and/or complete the Schematic Design deliverables prepared by others. Refer to RS 2.1.2 Design Concept (Schematic Design) of Basic Services for list of services and deliverables.
- .2 Ensure Schematic plans prepared by others includes the deliverables described in RS 2.1.2 Design Concept (Schematic Design) of Basic Services, and that the deliverables are still current, i.e. up-to-date and are approved by the Client Department.
- .3 Provide a detailed list of all requirements that exceed the Government of Canada Fit-Up Standards. Assist Parks Canada in the reconciliation and approval process for non-conforming components.
- .4 Update schematic plans, as required.
- .5 Submit schematic plans for review. Revise as required. Resubmit for final approval.

10. TEST PLANS

- .1 Develop test plans of one (1) floor plate (or portion, depending on the size of the floor plate) in sufficient detail to test the viability of the workstations/work settings layouts and support space options being considered. Include special purpose space options as required.
- .2 Number of options to be identified at time of Call-up.
- .3 Test plans must reflect Client Department's overall functional requirements but not necessarily any particular group, division, etc.
- .4 Test plans must include circulation paths, building loss factor.
- .5 Submit for review. Revise as required. Resubmit for final approval.

11. INVENTORY AND ASSESSMENT OF EXISTING FURNITURE AND EQUIPMENT

- .1 Prepare a detailed furniture and equipment inventory report including drawings of existing furniture and equipment layouts and a chart indicating counts, sizes of furniture and equipment, list of furniture components and equipment, a description of existing finishes and colours, photographs of each typical furniture component and equipment, and an assessment of the condition of existing furniture for the following areas:
 - a. Workstations/work settings;
 - b. Enclosed offices;
 - c. Support space; and,
 - d. Special purpose space.
- .2 Furniture and equipment layouts described above must include identification of existing location, and user's name or workstation number, if applicable.
- .3 All information gathered under items 1 and 2 above must be assembled into a report.
- .4 Submit for review. Revise as required. Resubmit for approval.

12. FREE-STANDING FURNITURE

- .1 Provide generic requirements for new free-standing furniture required for the project. Including but not limited to the following:
 - a. Identification of furniture by type (i.e. single pedestal desks, credenzas, filing, chairs, etc.);
 - b. Dimensions;
 - c. Total number of units;
 - d. Typical layouts if applicable;
 - e. Technical requirements if applicable;
 - f. Finishes;
 - g. Associated unit price ranges and budget information.
- .2 Submit for review. Revise as required. Resubmit for final approval.

13. SYSTEMS FURNITURE

- .1 Provide generic requirements for new systems furniture to be procured through the Standing Offer or other government internal procurement methods including as a minimum the following:
 - a. Identification of furniture type (e.g. desking or panel hung systems etc.);
 - b. Description of components (e.g. overhead bins, file pedestal etc.);
 - c. Dimensions;
 - d. Typical layouts;
 - e. Total number of each layout type and/or total component count;
 - f. Technical requirements (e.g. panel height(s), mobility, height adjustability, electrical requirements etc.);
 - g. Finishes; and
 - h. Associated unit price ranges and budget information.
- .2 Submit for review. Revise as required. Resubmit for final approval.

14. REFURBISHMENT OF EXISTING FURNITURE

- .1 Provide a detailed inventory of existing furniture to be refurbished through the Standing Offer process including as a minimum the following:
 - a. Identification of furniture by manufacturer and type (e.g. work surfaces, desks, chairs, file cabinets etc.);
 - b. Total number of units;
 - c. Existing/new finishes; existing/new location; and,
 - d. Associated budget information.

- .2 Submit for review. Revise as required. Resubmit for final approval

15. COLOUR BOARDS

- .1 Develop colour schemes boards that clearly demonstrates the intended use of materials including as a minimum architectural finishes, interior design finishes, paint colours, and finishes for furniture and furnishings.
- .2 In a written format, identify the colour, pattern, texture, name, manufacturer and reference number for each finish and colour identified.
- .3 Submit colour schemes and material samples for review. Revise as required. Resubmit for final approval.

16. PRESENTATION BOARDS

- .1 Prepare for presentation purposes the approved schematic plans, vertical stacking diagrams, horizontal zoning plans, and/or final furniture plans.
- .2 The presentation technique selected by the Consultant must clearly communicate both the functional and aesthetic aspects of the proposed fit-up developed for the Client Department. All presentation boards must be completed at an appropriate scale, mounted on boards, and colour rendered. Elevation and perspective views, as required, must include human figures for scale.
- .3 Present the material to the Departmental Representative, Architecture and Engineering Resources (if applicable) and the Client Department.
- .4 Submit comments from presentation(s), if any, in the form of meeting minutes.
- .5 Revise the presentation material as required. Resubmit for final approval.

17. PRESENTATION TO UPPER MANAGEMENT

- .1 Assist the Departmental Representative or appropriate representative from the Client Department in preparing a presentation to upper management of the Client Department, to achieve an executive level understanding of the project, to present progress status reports, obtain feedback, and/or seek approval.
- .2 Attend the presentation and provide all required assistance.
- .3 Submit the findings from the presentation in the form of meeting minutes. Revise as required. Resubmit.

18. EMPLOYEE INFORMATION SESSION

- .1 Assist the Departmental Representative or appropriate representative from the Client Department in the preparation of an information session for employees of the Client Department to explain the following:
 - a. Objectives of the project;
 - b. Employee involvement;
 - c. Communication strategy for disseminating project information; and/or
 - d. Project schedule.
- .2 Attend the presentation and provide all required assistance.
- .3 Submit findings from the employee information session in the form of meeting minutes. Revise as required. Resubmit.

19. FOCUS GROUP SESSIONS

- .1 Prepare, coordinate and conduct focus group sessions with participants chosen by the Client Department, to assist in the information-gathering process, and/or to assess the viability of proposed planning alternatives. Participants may include representatives from property management, human resources, labour relations, information technology, corporate communications, security and representatives from various divisions (i.e. directorates, branches, sectors, units, etc.).

- .2 Submit findings from the focus group sessions in the form of meeting minutes. Revise as required. Resubmit.

20. RELATED PUBLIC SPACES

- .1 Provide functional program services described in the Required Services (RS) section of this document that are applicable to upgrading the base building outside the office space described in the Call-up. These related public spaces might include, as a minimum, lobbies, washrooms, and/or elevator cabs. This does not include areas within the office fit-up space where higher interaction with the general public might occur (i.e. reception area, service counter).
- .2 Confirm project budget related to the fit-up of related public spaces and provide justification regarding functional and technical requirements along with Class 'D' estimates.
- .3 Submit for review. Revise as required. Resubmit for final approval.

21. DETAILED COMMUNICATION STRATEGY

- .1 Prepare a detailed communications strategy in relation to the functional program. Report to include as a minimum:
 - a. Written and verbal communication strategy within the project team
 - b. Written and verbal communication strategy outside the project team; and
 - c. Other communication strategies, as required.
- .2 Submit for review. Revise as required. Resubmit for final approval.

22. TRANSFER OF INFORMATION

- .1 The Consultant is required to present a formalized presentation/summary of Required Services and deliverables in order to provide a historical context and a complete overview of the project parameters to the project team.
- .2 The Consultant must provide the following deliverables, which will include as a minimum:
 - a. Proposed agenda for formal approval by the Departmental Representative;
 - b. A written narrative/overview to identify and describe all significant factors which have influenced the decision-making process during the project life cycle; and a briefing on the last document submission;
 - c. After completion of the presentation, the written narrative/overview must be submitted to the following:
 - i) one (1) hard copy to the Departmental Representative;
 - ii) one (1) hard copy to the Client Department; and
 - iii) one (1) hard copy and one (1) electronic non-PDF copy to the Architecture and Engineering Resources (where applicable).

23. CLASS 'D' COST ESTIMATE

- .1 Prepare a Class 'D' cost estimate (Elemental Cost Analysis). Estimate must be summarized in an agreed and consistent elemental format, by discussion with the Departmental Representative.
- .2 Cost estimate is to include as a minimum architectural, interior design, mechanical and electrical. The Class 'D' estimate is to isolate and show separately the cost of base building costs, fit-up costs and Client Department costs (refer to the funding accountabilities identified in the Government of Canada Fit-Up Standards and submit for review). Revise as required. Resubmit for final approval.

24. COORDINATION OF OTHER CONTRACTS BY OTHERS

- .1 The Consultant is to review and coordinate with the Sub-Consultants and specialists the scope of work of other contracts (scope of work procured by Parks Canada or another department for security systems, audio-visual equipment, telecommunication cabling, system furniture, high density mobile storage, etc.) with the scope of work within the project of the specific Call-up.

- .2 The Consultant shall inform the Departmental Representative of any discrepancies or conflicts that would impact the project and recommend to the Departmental Representative various options to resolve the conflicts.

AS5 ACCESSIBILITY AUDITS

AS 5.1 OBJECTIVE

The Consultant shall conduct an accessibility audit of both exterior and interior spaces using the audit templates provided by the Departmental Representative to indicate basic or enhanced accessibility requirements, associated costs, and corrective action. Photographs and diagrams are to be included to identify scope areas.

AS 5.2 SCOPE AND ACTIVITIES

The Consultant shall:

- .1 attend all meetings and presentations required for the project. Additional Consultant team members shall be required to attend project team meetings to address their particular areas of expertise during the different delivery stages for each Call-up. The number and frequency of project team meetings will be determined at time of Call-up.
- .2 ensure that Sub-Consultants participate in the different project stages, as needed; record the issues, decisions and action items (with responsibility) at each meeting and prepare and distribute meeting minutes within 72 hours. Meeting minutes must clearly identify the status of the project.

AS 5.3 DELIVERABLES

The Consultant shall provide the following:

- .1 Written reports including the audit templates, photographs of existing conditions, drawings and recommendations for rectification of recommendations beyond those of existing norms, as needed..

AS6 SUSTAINABILITY STRATEGIES AND REPORTS

AS 6.1 OBJECTIVE

The Consultant, as strategic adviser for the project, is to research and investigate a wide range of sustainability strategies for the specific project with the objective of achieving the assessment tool targets that conform to PARKS CANADA's various green building targets as described in "PARKS CANADA - Strategic Framework for Sustainability in Buildings" including; but, not limited to:

- .1 Recycling and reuse of materials, systems, equipment;
- .2 Procurement of "green" materials;
- .3 Energy reduction and management;
- .4 Water management;
- .5 Waste reduction and management;
- .6 Life cycle costing, cost benefit analysis;
- .7 Integrated Design process.

AS 6.2 SCOPE AND ACTIVITIES

The Consultant shall:

- .1 Research and investigate sustainable development strategies in the context of the project and make recommendations.
- .2 Prepare a detailed inventory of existing non-contaminated materials, systems, equipment for reuse or recycling. Include target markets for recycled material and make recommendations. Verify with Departmental Representative. Revise as required. Obtain approval.
- .3 Investigate and identify potential “green” building materials and products for the project include sourcing (i.e. In order to meet government objectives, sole source may be necessary). Verify with Departmental Representative. Revise as required. Obtain approval.
- .4 Investigate and analyze potential to exceed the Model National Energy Code by 30% to 90 %. Make recommendations for an Energy Reduction and Management plan.
- .5 Investigate and analyze potential to increase energy efficiency, and strategies to decrease water run-offs.
- .6 Develop a non-hazardous and hazardous waste reduction and management plan. Make recommendations. Verify with Departmental Representative. Revise as required. Obtain approval.
- .7 Based on the recommendations included in 1 to 4, perform a cost / benefit and life cycle costing analysis for the Sustainability Strategy for the project.

AS 6.3 SCOPE AND ACTIVITIES - DETAILS

1. At the Analysis Stage:

The Consultant shall prepare sustainability development strategies and a report that includes the following aspects as a minimum:

- .1 Review potential for environmental impacts and application of the Canadian Environmental Assessment Act (CEAA).
- .2 Review and confirm the proposed assessment of Sustainable Development Design standards to be applied to the project, such as achieving LEED certification.
- .3 Establish a policy for the project to minimize environmental impacts consistent with the project objectives and economic constraints.
- .4 Identify sustainable design opportunities, strategies, targets, preliminary budgets (i.e. energy, water, waste, etc.).

2. At the Design Concept Stage:

The Consultant shall provide a Sustainable Design Strategy that includes the following as a minimum:

- .1 Provide sustainable design opportunities, strategies, preliminary budgets (i.e. energy, water, waste, etc.). Demonstrate life cycle costing for a sustainable design allowance to demonstrate that investment in sustainable technologies and processes return a value to PARKS CANADA.
- .2 Identify which LEED water efficiency credits, energy credits, material credits, indoor environmental quality credits will be pursued. For those credits identified, provide a short description on how they will be achieved.

3. At the Design Development Stage:

The Consultant shall provide, as a minimum:

Updated sustainable design opportunities, strategies, updated budgets (energy, water, waste, sustainable procurement strategies, etc.).

- .1 Updated energy analysis and energy budget established for all disciplines at the Design concept stage.

- .2 Information on all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget.
- .3 LEED target (as per the Strategic Framework Summary Tables of PARKS CANADA - Strategic Framework for Sustainability in Buildings) for the determined system scorecard indicating which credits the design meets or will meet.

AS 6.4 DELIVERABLES

The Consultant shall:

- .1 Submit the Sustainability Strategy for review, in a report.
- .2 Revise as required.
- .3 Resubmit for final approval.

AS7 RESIDENT SERVICES DURING CONSTRUCTION

AS 7.1 OBJECTIVE

The purpose of the Resident Site services is to ensure the presence of the Consultant's full-time representative on site to inspect, to coordinate, and to monitor all aspects of the work during the construction of the facility, as well as to liaise with the Contractor, Parks Canada, and other stakeholders as appropriate to the work.

More than one person may be required to suit the hours of construction, the skills required depending on the nature of the work being executed, and on the advancement phase of construction work on site.

The Consultant Resident Site Representative is responsible for providing continuous (including overtime when construction operations perform multiple shifts per day) site review for all aspects of the project, maintaining daily records of all construction work done. He or she is to ensure regular communication among the PARKS CANADA Property Manager or representative, the Project Manager, design agencies, Contractor, Regional Fire Commissioner and the Provincial Department of Labour.

The Consultant Resident Site Representative shall:

- .1 be directly responsible to the Consultant and to all members of the Consultant's team of specialist Sub-Consultant disciplines.
- .2 liaise with the Departmental Representative, the Contractor, and with other project team members and stakeholders.
- .3 become thoroughly familiar with the contract documents, the National Building Code and all Fire Commissioner of Canada Standards for Construction operations (incl. FCC No. 301 dated June 1982 and the Standard for Welding and Cutting FCC No. 302 dated June 1982).
- .4 The Consultant Resident Site Representative shall also be aware of all Federal, Provincial and Municipal standards for the health and safety of construction workers.
- .5 become thoroughly familiar with the requirements of the Consultant Project Brief and project responsibilities of others which relate to the Consultant's services.

AS 7.2 SCOPE, ACTIVITIES AND DELIVERABLES

1. General:

The Consultant Resident Site Representative(s) shall:

- .1 Provide full-time resident inspection, clarification, coordination and monitoring during the construction work and be responsible to the Consultant. In addition, the Departmental Representative may delegate additional responsibilities subject to Consultant's agreement.

- .2 Maintain daily records of all construction work placed and ensure constant communication with the PARKS CANADA Property Manager, the Project Manager, the Regional Fire Commissioner, the Consultant, the Contractor, the PARKS CANADA Representative and consultants.
- .3 Supervise an assistant approved by PARKS CANADA.
- .4 In case of emergencies, the Consultant Resident Site Representative(s) is (are) empowered to stop work, or give orders to protect the safety of the workers or Crown property.

2. Inspection and Reporting

The Consultant Resident Site Representative shall inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, and Departmental Representative any discrepancies between the work, the contract documents and accepted construction procedures. He or she shall keep a daily log of such inspections and shall issue a weekly written report to the Consultant, for distribution, in the form directed. The Resident Site representative shall make any other reports or surveys as may be requested by the Project Manager through the Consultant.

3. Interpretation of the Contract Documents

Interpretation of the contract documents shall be the responsibility of the Consultant. The Consultant may, however, delegate specific duties while maintaining responsibility.

It shall be the duty of the Resident Site representative to assist the Consultant and to further inform the Consultant of any anticipated problems which may delay the progress of the work. The method for relaying such information shall be determined by the Consultant.

4. Changes in the Work

The Resident Site representative shall not authorize or order any change in the work which will constitute a change in design or in the value of the Contract except as requested by the Departmental Representative.

The Consultant may call upon the Resident Site representative to assist in the evaluation of changes in the work, where a knowledge of job conditions is required.

5. Communication and Liaison

The Resident Site representative shall:

- .1 Convey the Consultant's instructions regarding the required standards of workmanship to the Contractor(s);
- .2 Verify whether the work on site is in accordance with the construction documents, confer and obtain guidance on these findings with the Consultant. The matter is then to be brought to the attention of the Contractor's Superintendent. Although informal discussions with Sub-trade Superintendents are permissible (but only with the agreement of the Contractor), the Resident Site representative should not deal directly with foreman or tradesmen, or interfere with the progress of the work.
- .3 Communicate formally with the contractor in writing, and immediately transmit to the Departmental Representative and the Consultant.
- .4 Contact the Consultant immediately when it is apparent that information or action is required of the Consultant (e.g. general instructions, clarifications, approval of shop drawing, requisitions, contemplated Change Orders, site instructions, details, drawings, etc.)
- .5 Accompany PARKS CANADA representatives on inspections and report as required on the Consultant responses to the project requirements, comments or instructions of PARKS CANADA's representatives. Note that the Resident Site representative should request that such requirements, comments or instructions be provided to him or her in writing.
- .6 Consider and evaluate any suggestions or modifications to the documents offered by the Contractor and immediately report these to the Consultant with comments.

- .7 Ensure that PARKS CANADA and the Consultant are notified promptly when key pieces and/or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.

The Resident Site representative will investigate, schedule and approve in writing, all temporary or permanent connections into any of the buildings' systems prior to the work being done. He or she shall provide advanced forecasts and advise the PARKS CANADA Property Manager of any interruption of normal building services with a minimum 24 hours notice prior to the work being undertaken, where this work cannot be done during the silent hours.

6. Daily Log

The Resident Site representative shall:

- .1 keep a daily log recording:
 - a. weather conditions, particularly unusual weather relative to construction activities in progress;
 - b. workforce on site: construction firms on site, work being done by each firm, number of workers per firm, equipment on site (used and unused);
 - c. any instructions given to the Contractor;
 - d. major material and equipment deliveries and removals;
 - e. daily activities and major work done;
 - f. start, stop or completion of activities; quantities of each type of work done and in progress, shutdowns (time start and end/firms/workers affected);
 - g. presence of inspection and testing firms, tests taken, results, etc.;
 - h. explicit confirmation of expected site conditions encountered, or a full description of unusual site conditions experienced;
 - i. significant developments, remarks, etc.;
 - j. special visitors or events on site;
 - k. authorities given to contractor to undertake certain or hazardous works;
 - l. environmental incident/accidents;
 - m. safety incidents/accidents;
 - n. record of significant inspections of work performed;
 - o. reports, instructions from Appropriate Authorities Response Actions. Note: The log is the personal property of the Resident Site representative. Certified copies of the log book are to be provided to PARKS CANADA and the Consultant at the end of the project.
- .2 Provide copies of the daily log to the Departmental Representative on a daily basis.
- .3 Maintain a collection of electronic photographs, taken on a daily basis, that illustrate daily activities on site, including deficiencies, progress, special conditions, etc.
- .4 Incorporate date taken onto the photographs and into file names.
- .5 At the end of construction, submit a report to the Departmental Representative containing all daily logs and photographs compiled in a sequential manner.

7. Weekly Records

The Resident Site representative shall prepare weekly reports for the Consultant in the form directed, including:

- a. work progress relative to schedule;
- b. major activities started or completed during the week; main activities in progress;
- c. major deliveries of materials and/or equipment;
- d. difficulties encountered which may cause delays in completion;
- e. materials and labour needed immediately;
- f. cost estimates of work completed and materials delivered (for cost plus contracts) as may be requested by PARKS CANADA;

- g. any outstanding information or action required by Consultant or PARKS CANADA;
- h. work force;
- i. weather;
- j. other remarks;
- k. accidents on site;
- l. life safety or building hazards caused by the work, the contractor or his agents.

8. Site Records

The Resident Site representative shall maintain orderly and updated files at the site for the use of PARKS CANADA, Consultant and himself or herself as follows:

- a. Contract and Tender Documents.
- b. Approved Shop Drawings.
- c. Approved Samples.
- d. Samples.
- e. Site Instructions.
- f. Contemplated Change Orders.
- g. Change Orders.
- h. Memoranda.
- i. Test and Deficiency Reports.
- j. Correspondence and Minutes of Meeting.
- k. Names, addresses, telephone numbers of Client representatives, Consultant and all Contractors, sub-trades key personnel associated with the Contract; including home telephone numbers in case of emergencies.

In addition, the Resident Site representative shall maintain an updated progress schedule. A reproduction of the original Contract drawings shall be carefully preserved and shall be kept marked up to date with all addenda, Change Orders, site instructions, details, as-built conditions, etc., issued subsequent to the award of the Contract.

9. Inspection of the Work

The Resident Site representative shall make on site observations and spot checks of the work to determine whether the work, materials and equipment conform with the contract documents and supplementary conditions. The Consultant's Site representative shall advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Consultant and PARKS CANADA Construction Representative any of these issues on which the Contractor is tardy or refuses to correct.

The Resident Site representative shall arrange for the Consultant's architectural, structural, mechanical, electrical and other consultants to make the periodic inspections required by the Consultant's Contract, and for these inspections to be made timely with respect to the progress of the work.

The Resident Site representative shall also report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.

The Resident Site representative shall assist in the preparation of all deficiency reports, interim, preliminary, and final, in collaboration with PARKS CANADA and Consultant's representatives.

The Resident Site representative shall be responsible for the measurement of all work to be done on a unit-cost basis.

10. Site Meetings

The Resident Site representative shall attend all job-site meetings.

11. Inspection and Testing

The Resident Site representative must see that the tests and inspections required by the contract documents are conducted, and should observe these tests and report the results in the daily log.

The Consultant should be notified if the test results do not meet the specified requirements, or if the Contractor does not have tests undertaken as required.

12. Emergencies

In the case of emergency where safety of persons or property is concerned, or work is endangered by the actions of the contractor of the elements, to safeguard the interests of PARKS CANADA, the Resident Site representative shall give immediate written notice to the Contractor of the possible hazard. He or she shall further, if necessary, stop the work or give orders for remedial work, and contact the Consultant immediately for further instruction.

13. Limitations

The Resident Site representative shall not:

- .1 Authorize deviations from the contract documents.
- .2 Conduct tests.
- .3 Approve shop drawings or samples.
- .4 Advise the PCA representative in any matter without obtaining guidance from the Consultant.
- .5 Accept any work or portions of the building.
- .6 Enter into the area of responsibility of the Contractor's Field Superintendent.
- .7 Stop the work unless convinced that an emergency exists as noted above.

14. Hazardous Construction Operations

It is the duty of the Resident Site representative to examine all site conditions and methods to be used by the Contractor undertaking hazardous operations.

Give written authority to undertake hazardous operations to the Contractor, when fully satisfied that all necessary precautions and actions have been taken by the Contractor to safeguard the life safety of the workers and building occupants and Crown property. Written authority shall be countersigned by the Contractor to acknowledge that the latter is aware of the Resident Site representative's instructions and requirements and both parties will retain copies of the authority document signed mutually by them.

The Resident Site representative shall inspect the areas where hazardous work is under way to ensure that the Contractor is maintaining the agreed safety standards. Any infractions may result in the Resident Site representative stopping the work. All infractions, or work stoppages ordered shall be reported in writing and verbally to the Consultant and PARKS CANADA Construction Supervisor.

15. Building Security

Special precautions must be taken at all times to prevent unauthorized entry of the building. The Resident Site representative is to ensure that all contractor-made openings and means of access, are firmly secured when the contractor leaves the site.

The Resident Site representative will liaise closely with the Consultant and PWGSC Departmental Representative on all security and/or safety problems that may arise due to the contractor's operations.

AS8 ESTIMATING AND COST PLANNING

AS 8.1 OBJECTIVE

1. Cost Estimating Specialist

Delivering the project on time and within budget is a high priority. A fully qualified cost estimating, cost planning and cost control team, referred to herein as the Cost Specialist, with a demonstrated record of successful cost management on large construction projects is required. This Cost Specialist will be conversant with all aspects of construction cost estimating during the design stages including the use of Elemental Cost Analysis, Risk Analysis, Life Cycle Costing and Value Engineering/Management techniques.

The purpose of cost planning and cost control is to assist in the accomplishment of project cost objectives. It is a continuous and interactive process involving planning, action, measurement, evaluation and revision.

AS 8.2 SCOPE OF SERVICES

The Cost Specialist shall provide an interactive and continuous cost consulting service from the commencement of project design through to construction completion, including the preparation of complete estimates for all construction trades, escalation, inflation and contingency costs.

The Cost Specialist shall provide to PARKS CANADA and the Consultant, a cost advising, and cost monitoring/reporting service.

The Cost Specialist shall attend all project meetings throughout the design phases and be prepared to present and defend the estimates directly to the Departmental Representative.

The fee proposal should be based on one lump-sum fixed-price construction contract. Should the Departmental Representative decide to deliver the project by project management, construction management, phased construction or other means, the Cost Specialist will negotiate any fee adjustment with the Consultant that is acceptable to PARKS CANADA, prior to commencing adjustment of estimates and reporting systems.

Other services may be provided at additional cost, if requested.

AS 8.3 SERVICES – BASIC ACTIVITIES

The Cost Specialist shall work with and advise the Consultant team and PARKS CANADA of the costs of individual building components and costs of various design systems. Estimates should be prepared in detail and summarized using an Elemental Analysis format. Acceptable formats are noted under the Submission Standards section following.

2. Reporting

a) Milestone Reporting:

At each of the Milestones specified in this document, provide a complete submission including the required Elemental Summaries, supported by all back-up work sheets clearly detailing the process used in preparing the estimate. The detailed work sheets will be the prime basis on which estimates will be reviewed by Parks Canada. Cost comparisons and cost reports identifying and explaining the differences between each succeeding cost estimate and their cost effect are also required.

In addition, the Cost Specialist shall fully coordinate all estimates with schedules.

A typical Milestone Report will contain:

- .1 Project Estimate Summary;
- .2 Elemental Estimate Summary;
- .3 Estimate Back-Up Detail:

- Basis for escalation, inflation and contingency calculations;
- Detailed measurement and pricing;
- .4 Narrative:
 - Outline description of estimate basis;
 - Description of information obtained and used in the estimate including the date received;
 - Listing of notable inclusions;
 - Listing of notable exclusions; listing of items/issues carrying significant risk;
 - Notes on past and forecast Cost Specialist activity;
 -
- .5 Estimate Reconciliation:
 - With last submission;
 - With Construction Cost Plan.
- .6 All other relevant information.

b) Monthly Report

In addition to the Milestone Reports, submit a Monthly Report outlining activities during the previous month, identifying areas of concern and new information received etc., along with forecast and proposed revisions to the current estimate. This report shall also contain a full up-to-date Elemental Cost Summary:

- .1 Project Estimate Summary;
- .2 Elemental Cost Summary;
- .3 Narrative;
- .4 Description of the basis for estimate revision;
 - Description of new information used in the estimate including the date received;
 - Listing of notable inclusions;
 - Listing of notable exclusions;
 - Listing of items/issues carrying significant risk;
 - Notes on past and forecast Cost Specialist activity

c) Exception Report

The Cost Specialist is to provide continuous cost monitoring, timely identification and early warning of all changes that affect or potentially affect the estimated construction costs of the project.

If the estimate falls short of or exceeds the Construction Cost Plan due to such changes, the Cost Specialist with the Consultant team shall fully advise the Departmental Representative.

The Cost Specialist with the Consultant team shall submit to PARKS CANADA proposed alternative design solutions and revise the most recent monthly estimate.

An Exception Report will include sufficient description and cost detail to clearly identify:

- .1 Scope Change: Identifying the nature, reason and total cost impact of all identified and potential project scope changes affecting Construction Cost Estimate.
- .2 Cost Overruns and Underruns: Identifying the nature, the reason and the total cost impact of all identified and potential cost variations.
- .3 Options Enabling a Return to Construction Cost Estimate: Identifying the nature and potential cost effects of all identified options proposed to return the project within Construction Cost Estimate.

3. Submission Standards

a) Summary Format

- .1 Elemental Analysis: All estimates shall be summarized in an agreed and consistent Elemental format. Several variations in format may be acceptable to Parks Canada (by discussion) but those following the ASTM (USA), and CIQS (Canada), 2014 MasterFormats are preferred.

- .2 Trade Summary: Where a trade summary is required, those following the Masterformat are preferred, except where local practice provides a more suitable alternative.
- .3 Project Cost Subdivision: The estimate shall isolate the costs of each phase of construction. All estimates within these phases shall further isolate and show separately the cost of individual building blocks and/or the accommodation sections listed here:
 - New Construction;
 - Renovation, layout.

b) Media

- .1 Provide three (3) hard copies of all reports including estimate summaries, and one (1) additional hard copy of the full report including the additional estimate support information to PARKS CANADA.
- .2 Provide one electronic copy of the total estimate, summary and supporting documentation.

c) Timelag

Recognizing that estimates must follow the design decisions they represent, such estimates may lag. The cost portion of the Milestone Reports may follow, but by no more than two weeks unless otherwise determined by the Departmental Representative.

d) Use of all available information

The Cost Specialist is responsible for providing a complete cost estimate even though the information provided during the concept, design development and early working drawing stages is incomplete. Where requirements are not firmly defined, the Cost Specialist shall make assumptions, confirm them with the Consultant and either list them as assumptions, or have them incorporated in an outline specification modified by the Consultant.

4. Techniques

The Cost Specialist is required to be familiar with and make use of a broad range of cost techniques, especially the following:

1. **Risk Analysis:** All construction estimates (except the final pre-tender estimate) shall include and identify design, estimating, inflation escalation and currency exchange allowances as are deemed necessary in light of the current information available. The Cost Specialist shall provide a satisfactory explanation of the level and/or amount of all such sums included within any estimate.
2. **Scheduling:** The Cost Specialist shall assist the Time Specialist by providing building quantities, building systems information, and other quantifiable parameters deemed appropriate to the calculation of a reasoned project time schedule. The Time Specialist shall assist the Cost Specialist by maintaining an up-to-date schedule of all design activities along with an agreed bidding and Construction Schedule that will be incorporated by the Cost Specialist within the estimates on a timely basis.
3. **Life Cycle Costing:** In advising the Consultant of the cost information for alternative materials, methods and systems, the Cost Specialist must use all available information to ensure that a complete cost picture is made available, upon which design and construction decisions will be made.
4. **Continuing Estimate Process:** A process of continual adjustment of previous estimates may be used in place of total remeasurement at each milestone reporting point. This is acceptable, provided that at each monthly reporting point a full and up-to-date Elemental Cost Summary is provided and that at each milestone reporting point this Elemental Cost Summary is supported by complete, detailed, stand alone back-up/support documentation, as previously described.
5. **Project Research:** The Cost Specialist shall visit the proposed or alternative construction sites to become familiar with site conditions, site access, etc., analyze local labour and material supply conditions, local bidding practices and competition to establish pricing levels. A written report detailing this reconnaissance activity is expected.

6. **Value Engineering/Management:** Parks Canada may request a Value Engineering/Management Study to be undertaken. The Consultant team will not be major players in this process, but shall answer questions and/or provide additional information called for by the Value Management team if requested to do so. The Cost Specialist shall assist the Value Management team by providing copies of the latest cost estimate and any additional cost information that may be required.

No allowance should be made for this activity in the fee proposal as payment for this activity shall be on a negotiated basis and paid separately by PARKS CANADA.

AS 8.4 SERVICES – SPECIFIC ACTIVITIES

a) **Project Analysis Stage**

Review, report on, and propose revisions to the existing Class “D” estimate. Do not proceed until the Cost Specialist, the Consultant and PARKS CANADA have accepted the revised Class “D” estimate.

The revised Class “D” estimate shall become the Construction Cost Plan.

b) **Concept Design**

A Class “C” estimate will be prepared at the highest level of detail commensurate with the available information using elemental and additional detailed costs.

c) **Design Development**

Upon completion of design development prepare a Class “B” estimate representing the increased level of design detail available. The report shall be prepared using detailed (elemental) costs i.e. measured quantities with minimal allowances or lump sums.

Upon final acceptance, the Class “B” estimate shall become the Construction Cost Plan.

d) **Contract Documents**

During the production of the contract documents a process of continuing cost control progressively more detailed is required. At each review of contract documents, an up-to-date estimate shall demonstrate compliance with the Construction Cost Plan. Non-compliance with the Construction Cost Plan will require revisions to the contract documents.

e) **Pre-Tender**

Upon completion of the contract documents a pre-tender Class “A” cost estimate will be prepared using 100% measured quantities.

Provide a trade breakdown of the pre-tender estimate for use in reviewing the submitted bids and the successful Contractor’s estimate breakdown.

f) **Tender Stage**

1. **Tender Award:** During the tender period, examine and report on any cost impact created by the issue of tender/Contract addenda. Incorporate the results of such addenda review into the final pre-tender estimate (both elemental and trade versions) prior to receipt of bids.
2. **Bid Review and Analysis:** Assist the Departmental Representative, as required, by analyzing and reconciling any differences between the pre-tender estimate and the submitted bids.
3. **Negotiation:** Should it be necessary to negotiate with a bidder prior to awarding the Contract, the Cost Specialist shall provide cost information as needed and participate in the negotiations if requested.
4. **Reconciliation:** Upon the signing of a Contract with the successful Contractor, the Cost Specialist, if necessary, will reconcile both the elemental and trade estimates, in

detail, with the agreed Contract sum. These reconciled estimates will be used by the Construction Team during the construction phase of the project.

g) Cost Specialist Services through Construction

During construction, the Cost Specialist shall assist the Construction Team with cost advice if requested.

If required, payment will be made on an agreed, negotiated basis. Such activity may well encompass the following activities:

- Evaluation of Change Orders;
- Evaluation of claims;
- Evaluation of work completed;
- Evaluation of cash flow.

h) Post Contract

The Cost Specialist may be required to assist with the provision of details needed for an evaluation of the project, regarding the Project's cost performance.

If required, this work will be paid for on an agreed, negotiated basis.

AS9 RISK MANAGEMENT

AS 9.1 OBJECTIVE

The Consultant shall provide support to the Project Manager in identifying risks throughout the project life cycle.

AS 9.2 SCOPE AND ACTIVITIES

- a. Identify risk events based on past experience and using proposed checklist or other available lists;
- b. Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
- c. Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
- d. Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
- e. Implement risk mitigation.

AS 9.3 DELIVERABLES

- f. Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Documents stages.
- g. Include input from all Sub-Consultants, and from Client.
- h. Take steps to implement risk mitigation as required. This may include (but is not limited to) further recommendations, analysis, investigations, site meetings, site supervision, etc.

AS10 CLOSURE REPORT

As needed, the Consultant shall submit closure reports generally comprising of the following:

1. Introduction:

- a. Project history.
- b. Scope of work.
- c. Description of design intent.
- d. Design Development.
- e. Tendering process and award of Contract.

2. Project implementation:

- a. Start-up meeting.
- b. Work plan and schedule of work.
- c. Field testing and quality control.
- d. Progress meetings and minutes.
- e. Site Instructions.
- f. Change Orders.

3. Issues and difficulties encountered during implementation:

- a. Delays in the work
- b. Lessons Learned.

4. Conclusion and Summary.

5. List of Appendices.

- a. Copy of specifications.
- b. Contractual drawings in CAD and PDF format.
- c. List of Subcontractors and suppliers.
- d. Digital photographs.
- e. As-built drawings (electronic version) in CAD and PDF format.
- f. Record drawings and specifications.
- g. Post Contract drawings.
- h. Any other drawings related to the project.
- i. Geotechnical report if applicable.
- j. Any environmental report.
- k. Any other report related to the project.

AS11 AS-BUILT DOCUMENTATION (DRAWINGS AND PHOTOGRAPHS) AND MEASURED DRAWINGS

AS 11.1 OBJECTIVE

1. The Consultant may be requested to review the field on a more frequent basis to record the as-built conditions during the construction, beyond what the contractor will be submitting in the basic services. The scope of this activity is to be determined at time of Call-up.
2. The Consultant may be also requested to prepare measured drawings based from on-site measurements of an existing building or space. The purpose of these measured drawings can be for a building to which additions or alterations will be made; or for spaces which are intended for lease and from which drawings, the areas for lease purposes will be calculated.
3. The request for this service may be part of the Integrated Design service or a stand-alone service.

AS 11.2 SCOPE AND ACTIVITIES

The Consultant shall:

1. Review the field, take photographs and measurements, as required, record the measurements and details.
2. For as-built conditions, confirm with the contractor for the accuracy of the “as-built” conditions during the construction.
3. Check and verify that all as-built conditions, to the best of his/her knowledge, are recorded accurately and completely. Request for photographs of the areas from the contractor, prior to enclosing the areas.
4. Prepare as-built and scale drawings in AutoCAD format, in accordance with the appended specifications.

AS 11.3 DELIVERABLES

The Consultant shall provide:

1. As-built drawings in CAD and PDF format;
2. Photographs of completed work.

AS12 MATERIALS AND SYSTEMS TESTING

The Consultant shall:

1. Prepare scope of work for procurement of testing services
2. Procurement of Testing Services (i.e. concrete testing, review rebar installation, compaction testing, soil testing, domestic water line testing, sprinkler water line testing, during construction)
3. Review Analysis of Testing:
4. Review results of testing and inform Departmental Representative of any impacts to the project.

AS13 COORDINATION OF OTHER SUB-CONSULTANTS AND SPECIALISTS

AS 13.1 OBJECTIVE

The Consultant shall coordinate and manage the services of additional Sub-Consultants/Specialists required to complete project requirements in support of the requested services under a Call-up.

AS 13.2 SCOPE AND ACTIVITIES

The Consultant shall prepare a documentation and reporting structure for the coordination of the Sub-Consultants and/or specialists to include minutes, Change Orders, site instructions, shop drawing log and other items of the design process to facilitate project completion, commissioning and close-out. The Consultant shall:

1. represent the Client during the design and construction phase, leading up to the close-out of the project, including the completion and submission of the necessary warranty reviews. The Consultant shall also be involved in advising the Client on dispute resolution with respect to construction quality, scheduling, progress payments and the submission of claims documents.

AS 13.3 DELIVERABLES

The Consultant shall provide:

1. a written verification of project requirements that includes objectives, parameters, timelines and budget, with reference to roles and responsibilities, lines of communications, and submission requirements for approvals, presentations, reviews;
2. a project schedule with periodic updating as established by the Departmental Representative.
3. assistance in preparing a risk management report for the Departmental Representative;
4. implementation strategies that documents task/activities, milestones, process for information gathering, project goals and deliverables;
5. site inspection and field reports to the authorities having Jurisdiction;
6. minutes that record the problems, decisions and actions items (with responsibility) as discussed at each presentation and prepare and distribute minutes of the presentation within 72 hours;
7. status reports distributed to the Departmental Representative on a monthly basis. Status reports must clearly identify any issues raised during the project, detailing the impacts on cost, risk and schedule for the project.

AS14 ADMINISTRATION OF MULTIPLE CONTRACTS

The Consultant may be asked to coordinate the requirements of a project with the scope of multiple contracts managed by the Departmental Representative and/or the Client. The Consultant shall inform Departmental Representative and/or the Client of the discrepancies between the multiple contracts and the specific project. The Departmental Representative and/or the Client will determine which scope of work will be changed to rectify the conflict.

Details of Required Services to be determined at the time of each individual Call-up.

AS15 COMPLIANCE / TECHNICAL / PEER REVIEWS

The Consultant may be asked to review the design of a project prepared by another consultant or to review a project built by a contractor for compliance to specific standards. The Consultant and Sub-Consultants / specialists will be advised of the applicable standards, building codes and regulations at the time of the Call-up. It is essential that the Consultant and Sub-Consultants / specialists fully understand the applicable standards, building codes and regulations.

Details of Required Services to be determined at the time of each individual Call-up.

AS 16 OTHER ADDITIONAL SERVICES

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

SPECIALIZED SERVICES (SS)

References to “Departmental” should be understood as referring to the Parks Canada Agency.

The Consultant shall coordinate and manage the specialized services, listed below, provided by Sub-Consultants and /or Specialists and required to complete project requirements in support of the requested services under a Call-up.

Disbursements. The Consultant may be requested to provide one or more of the following specialized services, either independently or as part of the project for the specific project Call-up.

For each of the following services, the Consultant shall:

1. prepare a written verification of project requirements that includes objectives, parameters, timelines and budget, with reference to roles and responsibilities, lines of communications, and submission requirements for approvals, presentations, reviews;
2. attend meetings and record the issues, decisions and actions items (with responsibility) as discussed at each presentation and prepare and distribute minutes of the presentation within 72 hours;
3. prepare and distribute status reports to the Departmental Representative at a frequency to be determined. Status reports must clearly identify any issues raised during the project, detailing the impacts on cost, risk and schedule for the project;
4. develop implementation strategies that documents task/activities, milestones, process for information gathering, project goals and deliverables;
5. ensure that cost estimates are commensurate with project requirements; provide Class D, C, B, and A estimates along with submissions and services;
6. prepare a final Document that consolidates all the requirements of the complete exercise with allowance for resubmission for final approval after predetermined reviews by the Departmental Representative.

SS1 LANDSCAPE ARCHITECTURAL DESIGN

If required, the Consultant will be responsible for the provision, management and coordination of a landscape architectural professional to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the landscape architect to meet the project objectives;
2. Submit the proposals of at least two landscape architectural firms to the Departmental Representative for approval;
3. Commission a landscape architect required for consultancy services;
4. Review and coordinate the landscape architecture services required within the project parameters.

Details of other Required Services to be determined at the time of each individual Call-up.

The following are some examples of the types of projects where the landscape architecture specialist would be required:

Landscape architecture around a building

Rainwater management including parking lots, gardens, groundwater recharge, and wetland management.

SS2 BUILDING ENVELOPE SPECIALIST

If required, Consultant will be responsible for the management and coordination of a building envelope specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on scope of services required to engage the building envelope specialist to meet project objectives.
2. Review and coordinate the building envelope specialist's services required within the project parameters.
3. Carry out appropriate tests on the building envelope as required.

The following are some examples of the type of projects where the building science specialist would be required:

1. Facade repair:

The Consultant shall prepare design and contract documents for the facade repair of existing buildings and for as-built design investigation of the building assembly. Cost estimates are to be provided with at least two design options for the facade treatment.

2. Roof Replacement

The Consultant shall prepare contract documents for the repair of the existing roof or replacement with a new roof. In doing so, the Consultant shall ensure that appropriate recycling initiatives are undertaken, and that asbestos and other designated substances are properly removed and disposed of in accordance with Provincial and Federal standards and regulations. The Consultant shall ensure that contract documents reflect the existing conditions and include all roof penetration, roof curbs, and R-value as appropriate for the site condition and functional requirements and operations of the facility and staff. Initial site reviews and building assessments are to be completed in order to determine conditions that affect current and future requirements.

3. Window repair and/or replacement

The Consultant shall prepare contract documents for the repair and/or replacement of windows and all associated security screens and insect screens and shall also ensure proper recycling and disposal of associated materials.

The Consultant shall:

1. Ensure the repair and reinstating of all items affected by the window replacement process;

4. Incorporation of New Features into the Existing Envelope

The Consultant shall:

1. Ensure the quality of the design and constructability of any new aspect of the envelope
2. Coordinate all new work on the envelope such as new windows, curtain walls, roof lights, additional walls, roof extensions, overhangs, etc.
3. Ensure compatibility of materials:
4. Minimize thermal bridges.
5. Accommodate new services and penetrations into the envelope such as new photovoltaic panels, etc.

6. All interventions must be based on fundamental Building Science principles and must meet the efficiency targets in applicable codes and standards and the Departmental Representative's expectations.
7. Ensure quality control via site inspections during construction. Work progress monitoring must be documented and all shortfalls must be remedied.
8. With a view to quality assurance and improving the energy efficiency of the envelope, prototypes sometimes may need to be tested to determine whether a component and/or assembly meets the required efficiency criteria related to:
 - airtightness;
 - watertightness;
 - thermal behaviour;
 - condensation resistance.
9. Thermographic assessments may be required to obtain an overall picture of the conditions that may affect the efficiency of the building envelope. These conditions involve air exchanges, thermal bridges, and the moisture content of materials.
10. Blower door tests may be required to measure overall air leakage for the building, or for a new adjacent volume.

Details of other Required Services to be determined at the time of each individual Call-up.

SS3 SUSTAINABLE DESIGN SPECIALIST

PARKS CANADA promotes an integrated approach from the earliest stages of a building project and may require consulting services to assist with meeting Sustainable Development Strategy (SDS) Targets and Federal government policy requirements with respect to Greening Government Operations.

If required, the Consultant will be responsible for the provision, management and coordination of a LEED accredited professional or Passive House accredited designer or equivalent to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on scope of services required to engage the sustainable design specialist to meet the project objectives;
2. Review, integrate and coordinate the sustainable design specialist's advice with the other disciplines and stakeholders to meet the requirements of the project.

The following are some examples of the scope of services where the sustainable design specialist would be required:

1. Sustainable Design: The Consultant shall prepare sustainable design requirements for existing and proposed projects that meet LEED or Green Globes rating specified by the Call-up. The Consultant shall use an Integrated Design approach and provide a list of areas and options to be selected to meet the sustainable rating determined by the PCA representative for its buildings. Monitoring of the sustainable implementation strategy is to be provided by the Consultant;
2. Abatement and disposal of hazardous materials: review of designated substance report, pre-abatement assessments, development of the scope of work for abatement/disposal projects and conducting, supervising, coordinating and documenting abatement/disposal activities. This may include preparation of tender documents including development of project specifications using the National Master Specifications format;
3. Provide sustainable design advisory services to the Consultant team;
4. Direct and provide Integrated Design service for implementation of LEED targets;
5. Prepare Environmental Studies Reports;
6. Prepare energy efficiency and renewable energy studies;

7. Prepare water efficiency studies
8. Prepare environmentally preferable construction documents and specifications
9. Implement the recommendations of the sustainability report into design studies and contract documents;
10. Assess the degree of compliance with the established legal requirements and policies. Take into account references such as the ISO 14000 Series Standards for Environmental Management Systems; Departmental Sustainable Development Strategies (SDS), objectives and targets for building environmental reviews or operational assessments; Green Design Standards (LEED, Green Globes BOMA Go Green Plus, BOMA Best) as identified in specific requests for proposals and Project Briefs;
11. Provide recommendations/design decisions that could be incorporated into standard procedures, plans and specifications, action plans and/or environmental management plans designed to ensure that the facility is designed, constructed and operated in compliance with applicable Legislation, standards and policies and/or the project meets expected results or certifications;
12. Direct and provide recommendations to a project team for a specific project, through an Integrated Design process with the goal of obtaining certification by LEED, Green Globes, Passive House or BOMA Best;
13. Assemble and submit required documentation of a building design project or a recently completed building for assessment and certification by LEED or Green Globes or BOMA Best;
14. Provide energy simulation services based on PHPP (Passive House Planning Package) software which reveals energy losses throughout the building and supports the team in Passive House certification.

Details of other Required Services to be determined at the time of each individual Call-up.

SS4 INFORMATION TECHNOLOGY SPECIALIST

If required, the Consultant will be responsible for the management and coordination of an information technology/telecommunications professional to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the information technology/telecommunications professional to meet the project objectives;
2. Review and coordinate the information technology/telecommunications services required within the project parameters.

The following are some examples of the type of services where the information technology / telecommunications specialist would be required:

1. Provide advice and design for IT and telecommunication systems for interior fit-up spaces as part of the Integrated Design service or stand-alone service for a specific project.

Details of other Required Services to be determined at the time of each individual Call-up.

SS5 BUILDING CODE SPECIALIST

If required, the Consultant will be responsible for the provision, management and coordination of a building code specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the building code specialist to meet the project objectives;
2. Engage the building code specialist as a Sub-Consultant;
3. Review and coordinate the building code specialist services required within the project parameters.

The following are some examples of the type of services where the building code specialist would be required:

1. Provide advice on interpretation of the National Building Code and the provincial building code and the differences between the two codes.
2. Review sites and/or projects for conformance to building codes, Federal standards and other standards related to building code issues.
3. Provide services related to building code interpretation as part of the integrated services for the project or stand alone services to Federal departments.

Details of other Required Services to be determined at the time of each individual Call-up.

SS6 AUDIO-VISUAL SPECIALIST

If required, the Consultant will be responsible for the provision, management and coordination of an audio-visual specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the audio-visual specialist to meet the project objectives;
2. Engage the audio-visual specialist firm as a Sub-Consultant;
3. Review and coordinate the audio-visual specialist services required within the project parameters.

The following are some examples of the type of services where the audio-visual specialist would be required:

1. Provide advice and specifications on type of audio-visual equipment required for training and/or meeting rooms for a specific project.
2. Prepare concept layouts for procurement of a-v equipment and special furniture related to audio-visual.
3. Prepare contract documents for procurement and installation of audio-visual equipment and special furniture related to audio-visual performance.

Details of other Required Services to be determined at the time of each individual Call-up.

SS7 ACOUSTIC SPECIALIST

If required, Consultant will be responsible for the provision, management and coordination of an acoustic specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the acoustic specialist to meet the project objectives;
2. Engage the acoustic specialist firm as a Sub-Consultant;
3. Review and coordinate the acoustic specialist's services required within the project parameters.

The following are some examples of the type of services where the acoustic specialist would be required:

1. Visit site and investigate the acoustical problem.
2. Provide advice on acoustics solutions to resolve a specific problem or incorporate into a design for a specific space or project.
3. Select acoustical products to meet a certain performance specification. Details of other Required Services to be determined at the time of each individual Call-up.

SS8 SECURITY SPECIALIST

If required, Consultant will be responsible for the provision, management and coordination of a security specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the security specialist to meet the project objectives;
2. Engage the security specialist firm as a Sub-Consultant;
3. Review and coordinate the security specialist services required within the project parameters.

The following are some examples of the type of services where the security specialist would be required:

1. Provide advisory services on type of security hardware and security systems required to accommodate all levels of security operations in an office, detention and/or institutional facilities or special purpose spaces.

Details of other Required Services to be determined at the time of each individual Call-up.

SS9 SCHEDULING SPECIALIST

If required, Consultant will be responsible for the provision, management and coordination of a scheduling specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the scheduling specialist to meet the project objectives;
2. Engage the scheduling specialist firm as a Sub-Consultant;
3. Review and coordinate the scheduling specialist services required within the project parameters.

The following are some examples of the type of services where the scheduling specialist would be required:

1. Provide advisory services on staging and phasing of projects and their impact on the schedule.
2. Prepare deadlines for accelerated projects indicating critical paths.
3. Prepare construction schedules for cost estimating purposes.

Details of other Required Services to be determined at the time of each individual Call-up.

SS10 FOOD SERVICE / KITCHEN CONSULTANT

If required, Consultant will be responsible for the provision, management and coordination of a food service / kitchen consultant to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the food service / kitchen consultant to meet the project objectives;
2. Engage the food service / kitchen consultant firm as a Sub-Consultant;
3. Review and coordinate the food service / kitchen consultant services required within the project parameters.

The following are some examples of the type of services where the food service / kitchen consultant would be required:

1. Visit site and assess condition of kitchen equipment for functionality and compliance with latest codes and standards;
2. Provide advisory services on replacement or improvements to the existing food services and kitchen equipment;
3. Provide conceptual layouts and cost estimates for budget purposes to enable Client to procure kitchen equipment. Prepare tender documents and specifications;
4. Prepare tender documents and specifications. Details of other Required Services to be determined at the time of each individual Call-up.

SS11 VERTICAL TRANSPORTATION SPECIALIST

If required, Consultant will be responsible for the provision, management and coordination of a vertical transportation specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage the vertical transportation specialist to meet the project objectives;
2. Engage the vertical transportation specialist as a Sub-Consultant;
3. Review and coordinate the vertical transportation specialist services required within the project parameters.

The following are some examples of the type of services where the vertical transportation specialist would be required:

1. Provide advisory services on the condition of the existing elevators
2. Assess existing elevators for conformance to latest codes and standards

3. Prepare performance based specifications for proposed elevators

Details of other Required Services to be determined at the time of each individual Call-up.

SS12 SIGNAGE SPECIALIST (signage elements)

If required, Consultant will be responsible for the provision, management and coordination of a wayfinding and signage specialist to provide the advice and services required for the specific project identified at the time of each individual Call-up.

The Consultant shall:

1. Provide advice on the requirements for the type of services required to engage wayfinding and signage specialist firm, who is familiar with the Federal Identity Program (FIP) standards, to meet project objectives;
2. Engage a wayfinding and signage specialist as a Sub-Consultant;
3. Review and coordinate the wayfinding and signage specialist services required within the project parameters.

The following are some examples of the type of services where the wayfinding and signage specialist would be required:

1. Provide design services for wayfinding and signage for existing and/or proposed projects.
2. Prepare proposals for procuring signage.

Details of other Required Services to be determined at the time of each individual Call-up.

SS13 OTHER SPECIALIZED SERVICES

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

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

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

$$\begin{array}{rcl} \text{Technical Rating} \times 80 \% = & \text{Technical Score (Points)} & \\ \text{Price Rating} \times 20 \% & = & \text{Price Score (Points)} \\ \text{Total Score} & & \text{Max. 100 Points} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

- Submit one (1) bound original signed copy plus four (4) bound copies of the proposal.
- One (1) electronic copy of the proposal (PDF format) on a USB thumb drive, CD or DVD.
- Paper size should be 216 mm x 279 mm (8.5" x 11").
- Minimum font size - 11 point Times or equivalent.
- Minimum margins: 12 mm left, right, top, and bottom.
- Double-sided submissions are preferred.
- One (1) 'page' means one side of a 216 mm x 279 mm (8.5" x 11") sheet of paper.
- Pages that are larger than 216 mm x 279 mm (8.5" x 11") sheet of paper will be counted as 2 pages.
- Pages that are larger than 279 mm x 432 mm (11" x 17") will be discarded.
- The proposals should be organized in the same manner and sequence as in the Request for Proposal SRE section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty-five (35) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Table of Contents
- Dividers
- CVs (curriculum vitae)
- Declaration Form (Appendix A)
- Attestation and Proof of Compliance With Occupational Health and Safety (OH&S) (Appendix E)
- Consultant Team Identification Format (Appendix D)
- Integrity Provisions Certifications

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

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

1. The proponent must be authorized to provide Architectural services and must include an Architect who is licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario. Proponents must provide their certification number or indicate how they intend to meet the provincial requirements in this matter.
2. The members of the consulting team must be licensed, **or eligible to be licensed**, certified or otherwise authorized to provide the professional services to the full extent that may be required by provincial or territorial law in the province of Ontario as indicated in the Required Services section (RS 1).

3.1.3 Integrity Provisions – List of Names

Proponents who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Proponents bidding as societies, firms, or partnerships do not need to provide lists of names. If the required list of names has not been received by the time the evaluation of bids 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 the issuance of a standing offer.

3.1.4 Identification of Team Members

The proponent must identify the name of the proponent firm, key sub-consultant firms, key specialists and key personnel to be assigned to this project, 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.

1. The members of the team must have demonstrable, recent and relevant expertise and experience in the disciplines listed in the following table, especially in planning, traditional design and construction (or design-build), as well as in the provision of services for contemporary architectural, engineering and exhibit projects.

2. Personnel must have the minimum experience indicated below. An example of an acceptable format for the submission of team identification information is provided in Appendix D.

No.	Description	Minimum Experience
1	Project Manager	OAQ or OIQ member, registered Engineer or Architect with minimum 15 years of directly relevant experience
2	Senior Architect	OAQ member, registered Architect with minimum 15 years of directly relevant experience
3	Senior Engineer	OIQ member, registered Engineer with minimum 15 years of directly relevant experience
4	Senior Exhibit Designer or Creative Director	Minimum 5 years of directly relevant experience; understands the principles of interpretation. (Directly relevant experience must be for exhibits that are interpretive in nature.)

3. The Project Manager and the Senior Architect must be current members of the proponent's staff and part of the proponent's firm. (See the definition of "proponent" in the General Instructions - GI 20.) The Project Manager and the Senior Architect must be able to express themselves and work in French. The Senior Engineer and the Senior Exhibit Designer or Creative Director may be part of the proponent's firm or joint venture, or of a specialized sub-consultancy.
4. *What the proponent should provide: (for each member of key senior specialist personnel)*
- A curriculum vitae of the key personnel listed in 3.1.4.2 of each discipline, who will be performing the major part of the work resulting from the individual Call-ups. Each curriculum vitae must clearly indicate the years and type of experience key personnel has in the provision of the services specified in the Required Services (RS) section;
 - Education, licences and professional accreditation; and

3.2 RATED REQUIREMENTS

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

For all criteria used to evaluate the experience of the proposed resources, points will be allocated only if their experience is sufficiently demonstrated. Bidders should therefore provide enough information to permit a comprehensive evaluation of each type of experience mentioned.

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

3.2.1 Comprehension of the Scope of Services (Maximum possible points: 10)

2. *What we are looking for:*

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

3. *What the proponent should provide:*

- scope of services - detailed list of services;

- b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
- c) general objectives (federal image, sustainable development, sensitivities);
- d) risk management strategy;
- e) project management approach to working with PCA (understanding of PCA management structure, Client environment, Standing Offer process, working with the government in general);

3.2.2 Team Approach / Management of Services (Maximum possible points – 20)

1. *What we are looking for:*
A presentation of the structure of the team, the envisaged approach and the methodology used to render the Required Services.
2. *What the proponent should provide:*
A description of:
 - a) Roles and responsibilities of the personnel who will be performing a major part of the work resulting from the individual Call-ups. The personnel whose roles and responsibilities must be described are the following: a **Project Manager, Senior Architect, Senior Civil Engineer, Building Mechanical Engineer, Electrical Engineer, Senior Landscape Architect, Senior Exhibit Designer or Creative Director, and an Exhibit Designer or Interpretation Planner or Interpretive Content Developer or Interpretive Content Designer or Graphic Designer;**
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Consultant Team Structure and organization including reporting structure. (provide an Organizational Chart);
 - d) Description of the firm's approach to respond to the individual Call-ups which will arise as a result of this Standing Offer;
 - e) Demonstration of how the team intends to meet the 'Project Response Time Requirements';
 - f) Quality control techniques;
 - g) Conflict resolution methods.

3.2.3 Past Experience (Maximum possible points: 35)

1. *What we are looking for:*
Demonstration that over at least the past seven (7) years, the proponent has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The proponent's participation in these projects should have involved the scope of services listed in the Required Services (RS) section.
2. *What the proponent should provide:*
 - a) a brief description of, at most:
 - one (1) new recreational construction project such as, for example, an interpretation centre, reception centre or visitor centre, including the site assessment, planning, design, detailed design and construction administration stages;
 - one (1) recreational building renovation/restoration project such as, for example, an interpretation centre, reception centre or visitor centre, including the site assessment, planning, design, detailed design and construction administration stages;
 - one (1) new construction project such as, for example, an operations centre or administrative offices centre, including the site assessment, planning, design, detailed design and construction administration stages;

- one (1) project involving a functional building such as, for example, public toilets, café-type refreshment hut, a public rest area with services, a storage and maintenance area, including the site assessment, planning, design, detailed design and construction administration stages;
- one (1) exhibit project including the site assessment, planning, design, detailed design and construction administration stages.

These projects have to be relevant to this RFSO, and completed over the last five (7) years by the proponent;

- b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
 - c) Indicate why this project is relevant to this RFSO.
 - d) Indicate the dates the services were provided for the listed projects;
 - e) Scope of services rendered, project objectives, constraints and deliverable documents;
 - f) Clients whose names are submitted as references: names, addresses and phone and fax numbers of clients' project execution managers that may be contacted. Reference checks may be done if deemed necessary.
3. The proponent (as defined in General Instructions – GI 20) must have the project capabilities listed above. Previous project experience of entities other than the proponent's will not be taken into consideration during evaluation unless those entities are part of the proponent's joint venture.
4. Please indicate those projects which were carried out as joint ventures and the responsibilities of each of the firms involved in each project.

3.2.4 Expertise and experience of key personnel and support personnel (Maximum possible points: 35)

1. *What we are looking for:*

A demonstration that the proponent has key personnel and support personnel with the necessary skills, capabilities and expertise in each area listed in the Required Services (RS) section.

2. Additionally, the proponent should list the resources indicated below along with the sought relevant experience. An example of an acceptable format for the submission of team identification information is provided in Appendix D. The key personnel and support personnel should include:

No.	Description	Relevant experience
1	Project Manager	Registered Engineer or Architect with 15 years of directly relevant experience, on the types of projects indicated in section 3.2.3.2.a)
2	Senior Architect	OAQ member, registered Architect with 15 years of directly relevant experience, on the types of projects indicated in section 3.2.3.2.a)
3	Senior Engineer	OIQ member, Engineer with 15 years of directly relevant experience, on the types of projects indicated in section 3.2.3.2.a)
4	Senior Exhibit Designer or Creative Director	5 years of directly relevant experience; understand the principles of interpretation. (Directly relevant experience must include explanatory exhibits), on the types of project indicated in section 3.2.3.2.a)
5	Exhibit Designer or Interpretation Planner or Interpretation Writer or Interpretive Content Designer or Graphic Designer	5 years of directly relevant experience; understand the principles of interpretation. (Directly relevant experience must be for exhibits and/or interpretive elements that are interpretive in nature)

6	Intermediate Architect	Registered Architect with 7 years of directly relevant experience
7	Building Mechanical Engineer	OIQ member, registered Engineer with at least 15 years of directly relevant experience
8	Electrical Engineer	OIQ member, registered Engineer with at least 7 years of directly relevant experience
9	Senior Technician	Minimum 10 years of directly relevant experience
10	Senior Environmental Scientist	Registered Biologist or B. Sc. in Environmental Science with minimum 10 years of directly relevant experience
11	Senior Landscape Architect	AAPQ and/or AAPC member, registered Landscape Architect with minimum 10 years of directly relevant experience

Each of the resources proposed will be evaluated as indicated in section 3.3. The total score for the team will be calculated by averaging all the scores obtained for the proposed resources. Resources 1 to 4 will be evaluated on the basis of directly relevant experience, on the types of projects indicated in section 3.2.3.2.a). Resources 5 to 11 will be evaluated on the basis of years of directly relevant experience and expertise.

3. *What the proponent should provide: (for each member of key personnel and support staff)*

- a) For resources 1 to 4, the curriculum vitae are provided in section 3.1.4, but you must show in this present section their directly relevant experience and expertise, on the types of projects indicated in section 3.2.3.2.a);
- b) For resources 5 to 11, a curriculum vitae for each member of the personnel listed, who will be performing the major part of the work resulting from the individual Call-ups. Each description must clearly indicate the years and type of experience key personnel have in the provision of the services specified in the Required Services (RS) section;
- c) Identify the number of years with the firm;
- d) Education, licence and professional accreditation; and
- e) Accomplishments/achievements/awards.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Comprehension of the Scope of Services	1.0	0 – 10	0 – 10
3.2.2 Team Approach / Management of Services	2.0	0 – 10	0 – 20
3.2.3 Past Experience	3.5	0 – 10	0 – 35
3.2.4 Key Personnel Expertise and Experience	3.5	0 – 10	0 – 35
Total	10.0		0 - 100

Generic Evaluation Table

PCA Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below:

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

To be considered further, proponents **must** achieve a minimum weighted rating of sixty-five (65) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of sixty-five (65) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty-five (65) points are opened upon completion of the technical evaluation. When there are five (5) or more responsive proposals, an average price is determined by adding all the price proposals together

and dividing the total by the number of price proposals being opened. This calculation will not be conducted when fewer than five (5) responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

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

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

The proponent will be required to use the Price Proposal Form as described in Appendix B to present their fee schedule for services and evaluation. Rates must be provided for all categories of staff even if specific individuals have not yet been identified for the category.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	80	0 - 80
Price Rating	0 - 100	20	0 - 20
Total Score		100	0 - 100

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a Standing Offer. In the case of a tie, the proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to **seven (7)** Standing Offers.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- Declaration / Certification Form - completed and signed form provided in Appendix A
- Integrity Provisions – Associated Information - list of directors / owners
- Proposal - 1 signed original plus 4 copies (and 1 electronic copy)
- Front page of Request for Standing Offer - completed and signed
- Front page of Revision(s) to a Request for Standing Offer - completed and signed

In a separate envelope:

Price Proposal form Appendix B- one (1) completed, signed and submitted in a separate envelope.

APPENDIX A

Declaration/Certifications Form

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

Size of Organization

___ Sole Proprietorship

Number of Employees _____

___ Partnership

Graduate Architects/ _____

___ Corporation

Prof. Engineers: _____
Other Professionals _____

___ Joint Venture

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.

APPENDIX B

Price Proposal Form

APPENDIX B - PRICE PROPOSAL

INSTRUCTIONS

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. 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.
6. 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.
7. **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
8. 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.
9. There will be no extra payment made for overtime.
10. 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.
 - a. Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a **300 km** radius of each major city located in each Zone as detailed herein are to be calculated as an integral part of the hourly rates. For delivery of services outside of this **300 km** radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) as specified in Appendices B, C and D of the Treasury Board Travel Directive.
 - b. Major city in each zone as follow:
 - i. **Ottawa, (Ontario);**
 - ii. **Toronto, (Ontario).**

PRICE PROPOSAL

Appendix “B”

Name of Proponent: _____

Address: _____

Procurement Business Number (PBN): _____

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

Category of Personnel Standing Offer Year One (1)	Weight Factor (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Manager (Additional Service)	200		
Architecture:	-----	-----	-----
Senior Architect	150	\$	\$
Intermediate Architect	300	\$	\$
Junior Architect	300	\$	\$
Senior Architectural Technician	300	\$	\$
Intermediate Architectural Technician	150	\$	\$
Junior Architectural Technician	150	\$	\$
Structural Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Mechanical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$

Junior Engineering Technician	150	\$	\$
Electrical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Exhibit/Signage/Interpretive Designer:	-----	-----	-----
Senior Exhibit Specialist / Creative Director	300	\$	\$
Intermediate Exhibit Specialist	200	\$	\$
Interpretive Planning Specialist	300	\$	\$
Senior Graphic Designer	300	\$	\$
Intermediate Graphic Designer	200	\$	\$
Interpretive Writer	150	\$	\$
Interpretive Content Developer	100	\$	\$
Civil Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Geological Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$

Environmental:	-----	-----	-----
Senior Environmental Scientist	20	\$	\$
Intermediate Environmental Scientist	50	\$	\$
Junior Environmental Scientist	20	\$	\$
Landscape Architect:	-----	-----	-----
Senior Landscaping Architect	50	\$	\$
Intermediate Landscaping Architect	100	\$	\$
Junior Landscaping Architect	100	\$	\$
Senior Landscaping Arch Technician	100	\$	\$
Intermediate Landscaping Arch Technician	50	\$	\$
Junior Landscaping Arch Technician	50	\$	\$
General Drafting:	-----	-----	-----
Draftsman	20	\$	\$
Junior Draftsman	20	\$	\$
Field Personnel:	-----	-----	-----
Surveyor (includes equipment and vehicle)	150	\$	\$
Administrative support:	-----	-----	-----
Administrative assistant	150	\$	\$
(a) Total for Evaluation – Year One (1) of Standing Offer			\$

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)
Project Manager (Additional Service)	200		
Architecture:	-----	-----	-----
Senior Architect	150	\$	\$
Intermediate Architect	300	\$	\$
Junior Architect	300	\$	\$
Senior Architectural Technician	300	\$	\$
Intermediate Architectural Technician	150	\$	\$
Junior Architectural Technician	150	\$	\$
Structural Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Mechanical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Electrical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$

Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Exhibit/Signage/Interpretive Designer:	-----	-----	-----
Senior Exhibit Specialist / Creative Director	300	\$	\$
Intermediate Exhibit Specialist	200	\$	\$
Interpretive Planning Specialist	300	\$	\$
Senior Graphic Designer	300	\$	\$
Intermediate Graphic Designer	200	\$	\$
Interpretive Writer	150	\$	\$
Interpretive Content Developer	100	\$	\$
Civil Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Geological Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Environmental:	-----	-----	-----
Senior Environmental Scientist	20	\$	\$
Intermediate Environmental Scientist	50	\$	\$
Junior Environmental Scientist	20	\$	\$

Landscape Architect:	-----	-----	-----
Senior Landscaping Architect	50	\$	\$
Intermediate Landscaping Architect	100	\$	\$
Junior Landscaping Architect	100	\$	\$
Senior Landscaping Arch Technician	100	\$	\$
Intermediate Landscaping Arch Technician	50	\$	\$
Junior Landscaping Arch Technician	50	\$	\$
General Drafting:	-----	-----	-----
Draftsman	20	\$	\$
Junior Draftsman	20	\$	\$
Field Personnel:	-----	-----	-----
Surveyor (includes equipment and vehicle)	150	\$	\$
Administrative support:	-----	-----	-----
Administrative assistant	150	\$	\$
(b) Total for Evaluation – Year Two (2) of Standing Offer			\$

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)
Project Manager (Additional Service)	200		
Architecture:	-----	-----	-----
Senior Architect	150	\$	\$
Intermediate Architect	300	\$	\$
Junior Architect	300	\$	\$
Senior Architectural Technician	300	\$	\$
Intermediate Architectural Technician	150	\$	\$
Junior Architectural Technician	150	\$	\$
Structural Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Mechanical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Electrical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$

Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Exhibit/Signage/Interpretive Designer:	-----	-----	-----
Senior Exhibit Specialist / Creative Director	300	\$	\$
Intermediate Exhibit Specialist	200	\$	\$
Interpretive Planning Specialist	300	\$	\$
Senior Graphic Designer	300	\$	\$
Intermediate Graphic Designer	200	\$	\$
Interpretive Writer	150	\$	\$
Interpretive Content Developer	100	\$	\$
Civil Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Geological Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Environmental:	-----	-----	-----
Senior Environmental Scientist	20	\$	\$
Intermediate Environmental Scientist	50	\$	\$
Junior Environmental Scientist	20	\$	\$

Landscape Architect:	-----	-----	-----
Senior Landscaping Architect	50	\$	\$
Intermediate Landscaping Architect	100	\$	\$
Junior Landscaping Architect	100	\$	\$
Senior Landscaping Arch Technician	100	\$	\$
Intermediate Landscaping Arch Technician	50	\$	\$
Junior Landscaping Arch Technician	50	\$	\$
General Drafting:	-----	-----	-----
Draftsman	20	\$	\$
Junior Draftsman	20	\$	\$
Field Personnel:	-----	-----	-----
Surveyor (includes equipment and vehicle)	150	\$	\$
Administrative support:	-----	-----	-----
Administrative assistant	150	\$	\$
(c) Total for Evaluation – Option Year One (1) of Standing Offer			\$

TABLE THREE: 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)
Project Manager (Additional Service)	200		
Architecture:	-----	-----	-----
Senior Architect	150	\$	\$
Intermediate Architect	300	\$	\$
Junior Architect	300	\$	\$
Senior Architectural Technician	300	\$	\$
Intermediate Architectural Technician	150	\$	\$
Junior Architectural Technician	150	\$	\$
Structural Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Mechanical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Electrical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$

Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Exhibit/Signage/Interpretive Designer:	-----	-----	-----
Senior Exhibit Specialist / Creative Director	300	\$	\$
Intermediate Exhibit Specialist	200	\$	\$
Interpretive Planning Specialist	300	\$	\$
Senior Graphic Designer	300	\$	\$
Intermediate Graphic Designer	200	\$	\$
Interpretive Writer	150	\$	\$
Interpretive Content Developer	100	\$	\$
Civil Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Geological Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Environmental:	-----	-----	-----
Senior Environmental Scientist	20	\$	\$
Intermediate Environmental Scientist	50	\$	\$
Junior Environmental Scientist	20	\$	\$

Landscape Architect:	-----	-----	-----
Senior Landscaping Architect	50	\$	\$
Intermediate Landscaping Architect	100	\$	\$
Junior Landscaping Architect	100	\$	\$
Senior Landscaping Arch Technician	100	\$	\$
Intermediate Landscaping Arch Technician	50	\$	\$
Junior Landscaping Arch Technician	50	\$	\$
General Drafting:	-----	-----	-----
Draftsman	20	\$	\$
Junior Draftsman	20	\$	\$
Field Personnel:	-----	-----	-----
Surveyor (includes equipment and vehicle)	150	\$	\$
Administrative support:	-----	-----	-----
Administrative assistant	150	\$	\$
(d) Total for Evaluation – Option Year Two (2) of Standing Offer			\$

TABLE THREE: 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)
Project Manager (Additional Service)	200	-	
Architecture:	-----	-----	-----
Senior Architect	150	\$	\$
Intermediate Architect	300	\$	\$
Junior Architect	300	\$	\$
Senior Architectural Technician	300	\$	\$
Intermediate Architectural Technician	150	\$	\$
Junior Architectural Technician	150	\$	\$
Structural Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Mechanical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$
Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Electrical Engineering:	-----	-----	-----
Senior Engineer	150	\$	\$
Intermediate Engineer	300	\$	\$
Junior Engineer	300	\$	\$

Senior Engineering Technician	300	\$	\$
Intermediate Engineering Technician	150	\$	\$
Junior Engineering Technician	150	\$	\$
Exhibit/Signage/Interpretive Designer:	-----	-----	-----
Senior Exhibit Specialist / Creative Director	300	\$	\$
Intermediate Exhibit Specialist	200	\$	\$
Interpretive Planning Specialist	300	\$	\$
Senior Graphic Designer	300	\$	\$
Intermediate Graphic Designer	200	\$	\$
Interpretive Writer	150	\$	\$
Interpretive Content Developer	100	\$	\$
Civil Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Geological Engineer:	-----	-----	-----
Senior Engineer	20	\$	\$
Intermediate Engineer	50	\$	\$
Junior Engineer	50	\$	\$
Senior Engineering Technician	20	\$	\$
Intermediate Engineering Technician	20	\$	\$
Junior Engineering Technician	20	\$	\$
Environmental:	-----	-----	-----
Senior Environmental Scientist	20	\$	\$
Intermediate Environmental Scientist	50	\$	\$
Junior Environmental Scientist	20	\$	\$

Landscape Architect:	-----	-----	-----
Senior Landscaping Architect	50	\$	\$
Intermediate Landscaping Architect	100	\$	\$
Junior Landscaping Architect	100	\$	\$
Senior Landscaping Arch Technician	100	\$	\$
Intermediate Landscaping Arch Technician	50	\$	\$
Junior Landscaping Arch Technician	50	\$	\$
General Drafting:	-----	-----	-----
Draftsman	20	\$	\$
Junior Draftsman	20	\$	\$
Field Personnel:	-----	-----	-----
Surveyor (includes equipment and vehicle)	150	\$	\$
Administrative support:	-----	-----	-----
Administrative assistant	150	\$	\$
(e) Total for Evaluation – Option Year Three (3) of Standing Offer			\$

Total:

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

\$ _____

SIGNATURE OF CONSULTANT OR JOINT VENTURE CONSULTANTS

The Consultant agrees to provide services, as required for each call up, in accordance with the time based rates quoted above. Time based rates do not apply to sub-consultants services engaged by the Architect acting as Prime Consultant. **Rates charged for sub-consultants shall not exceed rates for the parallel functional activities identified above.**

..... signature signature

..... capacity capacity

..... signature signature

..... capacity capacity

..... signature signature

..... capacity capacity

..... signature signature

..... capacity capacity

END OF PRICE PROPOSAL FORM

APPENDIX C

DOING BUSINESS GUIDE

DOING BUSINESS GUIDE

Appendix “C”

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.

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:

Firm: Name: _____

Key Individuals and provincial/territorial professional licensing status:

3. Example of Experience Table:

For details on this format, please see item 3.1.4 and 3.2.4 of the SRE.

#	Description:	Name:	Years:	License:
1	Project Manager			
2	Senior Architect			
3	Senior Engineer			
4	Senior Exhibit Designer or Creative Director			
5	Exhibit Designer or Interpretation Planner or Interpretation Writer or Interpretive Content Designer or Graphic Designer			
6	Intermediate Architect			
7	Building Mechanical Engineer			
8	Electrical Engineer			
9	Senior Technician			
10	Senior Environmental Scientist			
11	Senior Landscape Architect			

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

General Description of Work to be Completed

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 _____

Annex A –

Prequalified firms specializing in exhibit development

Prequalified firms specializing in exhibit development

Full Turn Key including Design:

Atlantex Creative Works 15 Colford Drive, PO Box 119 , East Chezzetcook Halifax, NS Phil Prozenko
p.prozenko@atlantexcreativeworks.com

Acme Decor 1150 Louis Marchand, Beloeil, PQ, J3G 6S3 Luc Mantha luc@acmedecors.com

AdrichPears 400-1455 West Georgia Street, Vancouver, BC V6G 2T3 Issac Marshall
imarshall@aldrichpears.com

Baam Productions 55 Fieldway Road, Toronto, ON Christine Kerr christine@baamproductions.com

Bryn Finer Studios 8-315 Upper Ganges Rd. Salt Spring Island, BC Bryn Finer brynfiner@saltspring.com

Form Media 1 Starr Lane, Dartmouth, NS Marc Belanger marc@form-media.ca

Group GID Design 7460, Boul. Wilfrid-Hamel, Quebec, PQ G2G 1C1 Jean-Francois Darche
info@groupegid.com

Holman Exhibits Ltd 160 Lesmill Road Toronto, ON Roger Murphy murphy@holmanexhibits.com

Merlicht Inc 2485, rue St-Patrick, suite n117 Montreal, QC Louise Lalonde llalonde@merlicht.com

Origin Studios 457A Sussex Drive 2nd Flr Ottawa, ON Michael Plamondon michael@originstudios.com

Reich + Petch Architects Inc 1867 Young Street, Suite 1100, Toronto, ON Niki Reich
nreich@reich-petch.com

Serge Duguay Design 18 Hanson, Gatineau, QC Serge Duguay duguaydesign@sympatico.ca

Taylor Studios 1320 Harmon Drive, Rantoul, Illinois, 61866 Drew Levan dlevan@taylorstudios.com

Vibe Creative Group 181 Charlotte Street, Sydney, NS Tracey Boutilier tracey@vibecreativegroup.com

Westwind Design & Display 1201- 42 Avenue SE, Calgary, AB, T2G 1Z5 Shekhar Parmar sp@wwdd.ca

Panther Constructors 343 Railway Street 4th Floor, Vancouver, BC V6A 1A4 Chris Au
cau@panthercreative.com

Fabrication and Installation only:

3DS Three Dimensional Services 2829 Norland Ave, Burnaby, BC Nitisha Gill ngill@3dservices.com

Acme Decor 1150 Louis Marchand, Beloeil, PQ, J3G 6S3 Rachelle Fournier
rachelle.fournier@acmedecors.com

AdrichPears 400-1455 West Georgia Street, Vancouver, BC V6G 2T3 Issac Marshall
imarshall@aldrichpears.com

Amenagement Exposition TCD Inc 605, rue Delauriers, St-Laurent, QC Marc Globensky
mglobensky@expositiontcd.com

Artcraft Display Graphics Inc. 112-1533 Broadway St., Port Coquitlam, BC V3C 6P3 Esther Sarlo
esarlo@artcraftgraphics.com

Atlantex Creative Works 15 Colford Drive, PO Box 119 , East Chezzetcook Halifax, NS Phil Prozenko
p.prozenko@atlantexcreativeworks.com

Baam Productions 55 Fieldway Road, Toronto, ON Christine Kerr christine@baamproductions.com

Bryn Finer Studios 8-315 Upper Ganges Rd. Salt Spring Island, BC Bryn Finer brynfiner@saltspring.com

Concetti 660, rue de l'Argon, Charlesbourg, Quebec Pierre Giguere pgiguere@concettdesign.com

Epixia Technologies 50 Des Soeurs Grises #302, Montreal, QC Michael Brougham michael@epixia.com

Form Media 1 Starr Lane, Dartmouth, NS Marc Belanger marc@form-media.ca

Group GID Design 7460, Boul. Wilfrid-Hamel, Quebec, PQ G2G 1C1 Jean-Francois Darche
info@groupegid.com

Holman Exhibits Ltd 160 Lesmill Road Toronto, ON Roger Murphy murphy@holmanexhibits.com

Serge Duguay Design 18 Hanson, Gatineau, QC Serge Duguay duquaydesign@sympatico.ca

Sign-it 18899 County Road 19, Williamstown, ON Noella Cotnam noella@signit-signs.com

Storeimage Inc 141 Jean-Proulx, Gatineau, QC Yves Cousineau yves.cousineau@storeimage.com

Taylor Studios 1320 Harmon Drive, Rantoul, Illinois, 61866 Drew Levan dlevan@taylorstudios.com

Vibe Creative Group 181 Charlotte Street, Sydney, NS Tracey Boutilier tracey@vibecreativegroup.com

Westwind Design & Display 1201- 42 Avenue SE, Calgary, AB, T2G 1Z5 Shekhar Parmar sp@wwdd.ca

Panther Constructors 343 Railway Street 4th Floor, Vancouver, BC V6A 1A4 Chris Au
cau@panthercreative.com

Annex B –
Green Building Directive 2012

Green Building Directive 2012

Annex “B”

The Green Building Directive 2012 established by Parks Canada Agency are attached as a separate PDF document.