



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Parks Canada Agency – Central Registry
111 Water Street East
Cornwall, Ontario, K6H 6S3
Solicitation No. 5P301-16-0006

Request for a Standing Offers

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.

Demande d'offres à commandes

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

Agence Parcs Canada
 Opérations des approvisionnements
 111, rue Water Est
 Cornwall, Ontario, K6H 6S3

Title – Sujet: RFSO – Heritage architecture – National Parks and Historic Sites in the province of Québec.	
Solicitation No. - No. de l'invitation 5P301-16-0005	Date 2016-12-21
GETS Reference No. – No de reference de SEAG	
Client Reference No. – No. de référence du client	
Solicitation Closes L'invitation prend fin – at – à 02:00 PM on – le 2017-01-31 (yy-mm-dd)	Time Zone Fuseau horaire - Eastern standard time (EST) / L'heure normale de l'Est (HNE)
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: Email – Courriel :	
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

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

Canada will have the right to declare a proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

SI3 REFERENCES

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

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/>).

6. Canadian Offences Resulting in Legal Incapacity

By submitting a proposal, the Proponent certifies that:

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

7. Canadian Offences

By submitting a proposal, the Proponent certifies that:

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

8. Foreign Offences

By submitting a proposal, the Proponent certifies that:

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

9. Ineligibility for the issuance of a Standing Offer

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

10. Declaration of Convicted Offences

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

11. Period of Ineligibility

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

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

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

12. Canadian Pardons

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

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

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

"PCA Evaluation Board":

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

"Technical Rating":

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

GI 2 INTRODUCTION

1. Parks Canada Agency (PCA) is inviting consulting firms with **Heritage Architecture** expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document.
2. Proponents shall be licensed or eligible to be licensed to practise in the **province of Québec**. 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 **four (4) Standing Offers**, each for a period of two (2) years with an option to extend the Standing Offer for one (1) additional year from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be **\$10,000,000.00** (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 Services and Procurement Canada (formerly Minister of Public Works and Government Services Canada) shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency (PCA). All references to the Department of Public Services and Procurement Canada (formerly 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 must 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.
6. Proposal documents and supporting information may be submitted in either English or French.
7. 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, 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 one (1) year period 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; [45] % of the business for the top ranked consultant, [25] % for the 2nd ranked consultant, [20] % for the 3rd ranked consultant and [10] % for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

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

- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - f) Standing Offer holders not possessing the required security clearance at time of call up, will be bypassed and PCA will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 6 INVOICING

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

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

TERMS AND CONDITIONS

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

0220DA GENERAL CONDITIONS

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

GC 1 Definitions

Administrative Agreement

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

Affiliate

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

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

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

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

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

Canada, Crown, Her Majesty or the Government

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

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

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

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

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

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

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

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

Control

means:

- a. direct control, such as where:

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

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

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

"Departmental Representative"

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

Ineligibility

means a person not eligible to contract with Canada;

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

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

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

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

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

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

Suspension

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

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

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

GC 2 Interpretations

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

GC 3 Not Applicable

GC 4 Assignment

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

GC 5 Indemnification

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

GC 6 Notices

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

GC 7 Suspension

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

GC 8 Termination

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

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

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

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

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

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

5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 11 National or Departmental Security

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

GC 12 Rights to Intellectual Property

1. Definitions

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

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

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

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

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

2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and

- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

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

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

- (a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the licence to exercise the IP Rights in the Foreground and the Background as required by the Standing Offer and/or Call-Up.
- (b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form

provided for that purpose by Canada no later than the time of disclosure to *Canada* of that Background and Foreground.

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

(a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.

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

12. Transfer of IP Rights

(a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

(b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

- (c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- (d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

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

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

GC 14 Status of Consultant

The *Consultant* is an independent contractor engaged by Canada to perform the *Services*. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The *Consultant* must not represent itself as an agent or

representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 Declaration by Consultant

The *Consultant* declares that:

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

GC 16 Insurance Requirements

1. General

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

2. Commercial General Liability

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

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the *Services* but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the *Services* until five (5) years after their completion.

- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any reduction in coverage."

GC 17 Resolution of Disagreements

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

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

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

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 Changes in the *Consultant* team

1. Should an entity or person named in the Consultant's 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>); and

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

TP11 Additional Services

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

9999DA CONSULTANT SERVICES

CS 1 Services

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

CS 2 Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies (Royal Architectural Institute of Canada (RAIC): Canadian Handbook of Practise, Canadian Architectural Licensing Authorities (CALA) and relevant Provincial Association's Architect Act) 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)

Heritage Architecture Services for Parks Canada's Historic Sites and Heritage Buildings

Required Services (RS)

1	ABBREVIATIONS and DEFINITIONS	58
2	INTRODUCTION	59
2.1	PARKS CANADA'S INVITATION TO SUBMIT PROPOSALS	59
2.2	PARKS CANADA'S MANDATE	59
2.3	OVERVIEW OF SITES COVERED BY THIS STANDING OFFER	59
2.4	THE CATEGORIES OF PROJECT COVERED BY THIS STANDING OFFER	60
2.5	THIS RFSO'S APPROACH TO SUB-CONSULTANTS	60
2.6	OVERVIEW – TYPES OF SERVICES COVERED BY THIS STANDING OFFER	60
2.7	SPECIFICS - TYPES OF SERVICES COVERED BY THIS STANDING OFFER	61
3	THE CORE ARCHITECTURAL SERVICES TEAM (CAST)	65
3.1	CAST - DESCRIPTION	65
3.2	CAST – ROLE	65
3.3	CAST - DETERMINING WHICH SERVICES WILL BE PROVIDED	65
3.4	CAST – IN THE PRIME CONSULTANT ROLE	65
4	SUB-CONSULTANTS	66
4.1	PREAMBLE	66
4.2	OVERVIEW OF PRIMARY SUB-CONSULTANT SERVICES	66
4.3	EXCLUDED SPECIALTIES AND SERVICES	68
5	GENERAL OBJECTIVES	70
5.1	UPHOLDING THE POLICY AND LEGISLATIVE FRAMEWORK	70
5.2	UPHOLDING PCA'S PROJECT MANAGEMENT STANDARD	71
5.3	UPHOLDING FEDERAL/INDUSTRY OBJECTIVES for EFFICIENCY and STANDARDIZATION	73
6	PROJECT ADMINISTRATION	74
6.1	PROCUREMENT MANAGEMENT	74
6.2	PROJECT MANAGEMENT	74
6.3	DESIGN MANAGEMENT	74
6.4	COST MANAGEMENT	76
6.5	SCHEDULE MANAGEMENT	76
6.6	CHANGES IN SERVICE	77
6.7	MEDIA	77
6.8	DELIVERABLES	77
7	CONSULTANT RESPONSIBILITIES, PHASE-BY-PHASE	79
7.1	OVERVIEW	79
7.2	PRE-DESIGN PHASE	79
7.3	SCHEMATIC DESIGN PHASE	81
7.4	DESIGN DEVELOPMENT PHASE	83
7.5	CONSTRUCTION DOCUMENTATION PHASE	86
7.6	TENDER CALL AND BID EVALUATION PHASE	89
7.7	CONSTRUCTION PHASE	91
7.8	POST CONSTRUCTION / CLOSE-OUT PHASE	96

1 ABBREVIATIONS and DEFINITIONS

From this point onwards in this RFSO the following ABBREVIATIONS will be in effect:

CADD	Computer aided drafting and design
CAST	Core Architectural Services Team
FHBRO	Federal Heritage Buildings Review Office
PCA	Parks Canada Agency
SOW	Statement of Work

From this point onwards in this RFSO the following DEFINITIONS will be in effect (see also GC1):

Built Heritage means the historic physical built environment and landscapes - in whole or in part - which can include individual buildings (or groups of buildings), structures, monuments, installations &/or remains that holds heritage value.

Character-defining elements means the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value of an historic place, which must be retained in order to preserve its heritage value.

Conservation: means all actions or processes that are aimed at safeguarding the character defining elements of a cultural resource so as to retain its heritage value and extend its physical life. This may involve "Preservation," "Rehabilitation," "Restoration," or a combination of these actions.

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 officers &/or employees &/or Sub-Consultants of the Consultant identified in writing by the Consultant.

Core Architectural Services Team means Consultant personnel slated as service providers for architectural conservation project work to be performed under this Standing Offer, including personnel responsible for performing required services to PCA, and personnel responsible for the management of Sub-Consultant services.

Cultural landscape means any geographical area that has been modified, influenced, or given special cultural meaning by people.

Heritage value means the aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present or future generations. The heritage value of an historic place is embodied in its character-defining materials, forms, location, spatial configurations, uses and cultural associations or meanings.

Historic place means a structure, a building, a group of buildings, a district, a landscape, an archaeological site &/or another place that has been formally recognized for its heritage value.

Inspection means a survey or review of the condition of a place and its elements to determine if they are functioning properly; to identify signs of weakness, deterioration or hazardous conditions; and to identify necessary repairs.

Intervention means any action, other than demolition or destruction that results in a physical change to an element of a historic place.

Maintenance means routine, cyclical, non-destructive actions necessary to slow the deterioration of an historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair/refinishing operations; &/or replacement of damaged/deteriorated materials impractical to save.

Minimal intervention means the approach that allows functional goals to be met with the least physical intervention.

Monitoring means the systematic and regular inspection or measurement of the condition of the materials and elements to determine their behavior, performance, and rate of deterioration over time.

Mothballing means to temporarily close up a building or other structure to protect it from the weather as well as to secure it from vandalism.

Organizing means a systematic process of structuring, integrating, and co-ordinating tasks, goals, and activities in order to attain objectives, including the engagement, management and contracting of any Sub-Consultants' work associated with the Consultant services undertaken to achieve these goals.

Preservation means the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

Rehabilitation means the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, while protecting its heritage value.

Restoration means the action or process of accurately revealing, recovering, or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

Statement of Work means the brief outlining the services and deliverables PCA requires from the Consultant &/or Sub-Consultant(s) on a specific Call-up.

Sub-Consultant means any specialist engaged by the *Consultant* for the *Services* included in the Standing Offer or any subsequent Call-up.

2 INTRODUCTION

2.1 PARKS CANADA'S INVITATION TO SUBMIT PROPOSALS

Parks Canada Agency (PCA) is inviting architectural firms with strength in heritage conservation project work to submit proposals for the provision of Standing Offer heritage architecture services for project work on PCA historic sites and heritage buildings, where the architecture consulting firm would be both the principal provider of the heritage architecture services, and act as Prime Consultant for sub-contracted services required to fulfill the service request (i.e., acting as Prime Consultant, the architecture consulting firm would take responsibility for the engagement of, and coordination of, Sub-Consultant work).

2.2 PARKS CANADA'S MANDATE

PCA is mandated to conserve its historic places for current and future generations of Canadians:

“On behalf of the people of Canada, Parks Canada is mandated to protect and present nationally significant examples of Canada's natural and cultural heritage, and foster public understanding, appreciation and enjoyment in ways that ensure the ecological and commemorative integrity of these places for present and future generations.”

2.3 OVERVIEW OF SITES COVERED BY THIS STANDING OFFER

Parks Canada Agency (PCA) is responsible on behalf of the Government of Canada for 171 National Historic Sites and 46 National Parks across the country.

Project work undertaken using this Standing Offer will mostly - but not exclusively - relate to built heritage resources within National Historic Sites and National Parks, most of which are buildings that have been designated by the Federal Heritage Building Review Office (FHBRO)..

The buildings and built heritage resources subject to this Standing Offer are in most instances older than 40 years of age, and include (but are not limited to):

- Administration buildings such as offices, warden offices, administrative facilities;
- Residential buildings such as houses, cabins, bunkhouses;
- Trailside shelters;
- Agricultural buildings;
- Public buildings: washrooms, change/shower buildings, visitor centres, hot spring bathing facilities, amphitheatres, clubhouses, boathouses;
- Day use facilities: washrooms, picnic shelters, kitchen/cook shelters, information centre/kiosks;
- Lighthouses, and towers;
- Monuments;
- Battlements, forts, and other elements of historic military architecture;
- Remnants and vestiges of earlier constructions;
- Historic walls, fences and corrals;

and in isolated instances, immobilized marine vessels that have been declared resources of national heritage significance.

Additions to historic structures may furthermore be subject to this Standing Offer, and work on the historic landscapes associated with built heritage resources may be subject to this Standing Offer.

Few, if any, of the buildings / built heritage resources to be addressed under this Standing Offer will be larger than 1850m² (20,000 square feet) of usable floor area.

2.4 THE CATEGORIES OF PROJECT COVERED BY THIS STANDING OFFER

Call-ups undertaken through this Standing Offer may include (but are not limited to):

- rehabilitation, restoration and/or preservation interventions;
- adaptive re-use interventions;
- building extensions;
- interim, preventative and/or mitigative measures (such as heritage recording, stabilization, and/or mothballing);
- research related to built heritage resources, and/or research required for built heritage projects;
- technical service projects; and
- development of scenarios and options for built heritage sites, including site and building programming;
- selective demolition.

2.5 THIS RFSO'S APPROACH TO SUB-CONSULTANTS

Because there is such a wide range of specialists that could be required to service the Standing Offer, this RFSO does not determine the scope, type and rates of specialists that might be engaged as Sub-Consultants. Instead, this RFSO focuses on selecting firms largely on the basis of:

- the Proponent's' proposed "Core Architectural Services Team", and their qualifications, knowledge, experience and capability to undertake work under this Standing Offer;
- the Proponent's ability to mobilize and work successfully with built heritage conservation specialists; and
- the Proponent's past and present work with built heritage conservation specialists;

leaving the scope of work and rates of Sub-Consultants / specialists to be determined between the Consultant and these Sub-Consultants / specialists.

PCA's Departmental Representative will need to approve the proposed fees for Sub-Consultants / specialists..

2.6 OVERVIEW – TYPES OF SERVICES COVERED BY THIS STANDING OFFER

Consultants will be required to provide to PCA a full range of professional services on Call-ups including (but not limited to) investigation, planning, design, construction administration and post construction professional services.

Consultants will also be expected to organize and coordinate the investigation, design, construction and commissioning of projects.

Consultants will also regularly be required to act in the capacity of Prime Consultant, commissioning, managing, directing and coordinating Sub-Consultants deemed necessary for the successful completion of the Call-up.

The scope and type of work will vary from Call-up to Call-up, including various additional services and Sub-Consultant services such as:

- Conservation structural engineering (i.e. services by structural engineers who are specialized / experienced in conservation / built-heritage projects);
- Landscape architecture services for the built heritage / cultural landscapes;
- Heritage recording services;
- Heritage research services;
- Building science and testing services, both on-site and in laboratory (e.g., sampling and analysis of mortar mixes, materials and finishes);
- Mechanical and/or electrical engineering services;
- Civil engineering services;
- Costing and scheduling services; and
- Environmental graphics (exhibits, wayfinding, signage, &/or interpretation panels).

Some Call-ups under this Standing Offer may focus entirely on technical/conservation issues whereas other Call-ups may focus on the design approach, providing opportunity to explore how to undertake adaptive re-use and/or modern additions at heritage architecture sites.

2.7 SPECIFICS - TYPES OF SERVICES COVERED BY THIS STANDING OFFER

For the purposes of clarity, the range of consulting services that may be required under this Standing Offer have been separated into the following six (6) categories:

- Prime Consultant duties and project management assistance;
- Pre-design research and analysis;
- Investigations and studies;
- Design and contract documentation;
- Other technical assistance;
- Services during and after construction.

Examples of services in each of the categories are listed below.

2.7.1 Prime Consultant Duties and Project Management Assistance

Standing Offer Call-ups may involve Prime Consultant duties and – on occasion as requested by PCA - specific project management tasks and activities.

Services in this category could include (but are not limited to):

- Management and coordination of the services rendered to PCA on Call-ups, including not only services rendered by the Prime Consultant's own staff but also those rendered by Sub-Consultants;
- Preparation of written Terms of Reference for Sub-Consultants;
- Soliciting offers of service, engaging and contract management of Sub-Consultants;
- Prime Consultant to Sub-Consultant design management and quality control;
- Arranging and co-ordinating project meetings, including preparation of agendas and minutes;
- Liaison with PCA staff and stakeholders;
- Preparing and making presentations to PCA committees, and in some cases, representing the project alongside PCA officials at open-houses and consultations;
- Organizing schedules, critical paths, time estimates;
- Organizing quality review of Sub-Consultant work;
- Organizing risk assessments;
- Organizing costing and quantity surveying;
- In cases, organizing project-related translations including verifying the scope and quality of these translations (see the Terms of Reference for each call-up); and
- Project management and design management services that would normally be undertaken by PCA.

2.7.2 Pre-Design Research and Analysis

Standing Offer Call-ups may involve fact-finding and recording services, to capture information for subsequent analysis later within the project, and/or to capture information for the long-term (e.g. the archive). Though fact-finding and recording activities may be required at any project stage, they can be expected to normally occur in the pre-design and early-design stages.

Services in this category could include (but are not limited to):

- Heritage recording and research;
- Gathering data on existing built heritage resources, including on-site sampling and/or inventorying;
- Air-infiltration testing;
- Materials testing;
- Product and materials research, both existing and proposed;
- Sustainability-related calculations comparing existing situations and options (e.g., translating existing utility billing into GHG equivalents, itemizing the volume of existing materials);
- Code analyses;
- Universal accessibility analyses, comparing dimensions of existing situations to options; and
- Determination of projected capital expenditures.

2.7.3 Investigations and Studies

Standing Offer Call-ups may involve investigations and studies that, based on tangible and/or intangible findings, enable the development of projects and/or uphold PCA management objectives. Investigations and studies might range from simple on-site consultations, to complex building investigations complete with reports, to developing and analysing design scenarios to understand the relative merits of different courses of action.

Services in this category could include (but are not limited to):

- Identifying project requirements and issues;
- User needs analyses;
- Operational programming and needs analyses;
- Developing design guidelines;
- Analysing, generating and reviewing options;
- Cost/benefit analysis and value for money assessment;
- Asset condition and issues reporting (including scope establishment and costing);
- Feasibility analysis and pre-design evaluation reports;
- Condition and issues assessments;
- Building science, including issues diagnosis and analysis;
- Site analyses (e.g. visual assessments, rainwater runoff & drainage strategization);
- Life cycle management assessments of existing assets (similar to reserve fund studies); and
- Investigations to determine how existing site conditions could be affected by the design.

2.7.4 Design and Contract Documentation

Many Standing Offer Call-ups will involve design work and contract documentation (including the production of sketches, working drawings and specifications), and the many tasks and activities needed to support the path to project implementation.

Services in this category could include (but are not limited to):

- Preparing concepts;
- Preparing preliminary design documents including the analysis of design alternatives;
- Design development;
- Construction documentation (including working drawings and/or technical specifications);
- Preparing quantity estimates and/or cost estimates;
- Preparing graphics and presentation drawings and material (various media);
- Preparing (and assisting with) presentations; and

- Preparing / developing life cycle management plans.

2.7.5 Other Technical Assistance

PCA may require technical assistance, as one-off work items unrelated to projects, or as services to support / enable the delivery and close-out of projects.

Services in this category could include (but are not limited to):

- Basic AutoCAD input/drafting (e.g. to transcribe information from heritage blueprints);
- On-site architectural site surveys of as-found conditions, followed by basic AutoCAD input/drafting;
- Providing technical drawing services of concepts and design ideas and proposals, such as architectural renderings, 3D animations of options, etc.;
- Architectural model-making;
- Comparing the relative costs of options and scenarios (quantity surveying);
- Assistance with and development of bilingual tender / contract documents (technical drawings & specifications);
- Preparing commissioning reports; and
- Preparing record drawings from Contractor's "as built's".

2.7.6 Services During and After Construction

PCA has limited in-house construction management and construction review staff to manage the implementation of construction contracts. It is therefore likely that there will be a reliance on the Consultant for construction review and administration.

The objective is that the construction work conforms with the contract documents and best practices in architecture.

Services in this category could include (but are not limited to):

- During tender period, advice on questions posed by tenderers;
- During tender period, preparing addenda, reviewing tenders received, providing cost analyses and providing recommendation for contract award; (In both French and English)
- Reviewing, suggesting modifications to, and approving Contractor's construction schedule;
- Calling and/or attending project meetings, and preparing and distributing meeting minutes;
- Producing construction site related reports, for submission to the Departmental Representative;
- Comparing construction work to contract requirements in relation to workmanship, material and schedule;
- Discussing and reviewing construction procedures to be used by the Contractor;
- Advising in respect of alternative construction methods or materials proposed by the Contractor;
- Modifying designs and contract documents, as required, to provide for unexpected field conditions;
- Preparing sketches and/or drawings to depict design variations;
- Preparing technical text to be used in change notices and change orders;
- Reviewing and commenting on shop drawings;
- Verifying that the Contractor has obtained all necessary permits;
- Evaluating the quantity and quality of materials received for construction purposes;
- Certifying substantial and/or final completion certificates;
- Arranging, preparing and shipping for testing, material supplied by the Contractor;
- Carrying out on-site tests to verify acceptability and preparing reports containing test results;
- Reviewing materials received as to quantity and quality;
- Preparing progress and final payment certificates;
- Compiling survey notes, diaries, records and reports substantiating payment certificates;
- Investigating, reporting and advising on unusual circumstances which may arise;

- Participation and involvement in commissioning;
- Listing and verifying deficiency corrections;
- Completing final review at conclusion of construction, prior to end of warranty period, and as part of acceptance program, and submitting final report;
- Reviewing operation and maintenance manuals prepared by the Contractor;
- Issuing and overseeing final reviews and reports;
- Participating in 'post-construction' evaluation and assisting in report preparation;
- Preparing and/or coordinating collection of "as built" drawings; and
- Transcribing 'as built' drawing information to produce final "record" drawings on AutoCAD.

Services may be expanded to include Resident Services where the Consultant has increased (read "near full-time") presence on site for periods of time. In cases where the Consultant is required to provide Resident Services, the Departmental Representative will work with the Consultant to find the most practicable means. Resident Services could comprise any / all of the following:

- Increased presence on-site, including keeping a diary of construction activities (workers, weather conditions, equipment used, work done, etc);
- Monitoring, and setting processes for monitoring of unit price quantities;
- Verifying materials ordered and delivered to site;
- On-going availability to the Contractor;
- Preparing and submitting work progress reports;
- Keeping comprehensive photographic records of construction stages and procedures;
- Liaising with external organizations for work coordination; and
- Maintaining a record of "as built" conditions.

3 THE CORE ARCHITECTURAL SERVICES TEAM (CAST)

3.1 CAST - DESCRIPTION

- The RFSO requires Proponents to name a 'Core Architectural Services Team' (**of no fewer than 6 persons**) able to provide continuity within projects, and continuity year to year, in servicing this Standing Offer.
- The CAST shall be comprised of persons in the following classifications:
 - Person managing the Consultant's services to PCA
 - Senior Conservation Architect
 - Intermediate Conservation Architect
 - Conservation Architect
 - Senior Architectural Technician / Senior Architectural Technologist
 - Architectural Technician / Architectural Technologist
 - Contract Administrator / Construction Reviewer
 - Conservation structural engineeras well as designated 'back-ups' for each of the aforementioned posts.
- The CAST are identified in the completed *Appendix D: Team Identification Form*.

3.2 CAST – ROLE

- The Consultant will be expected to provide a full range of relevant Prime Consultant and heritage architecture services for design and construction projects at Parks Canada's historic sites and heritage buildings. PCA expects that CAST personnel will be involved and be responsible for every stage of the project.

3.3 CAST - DETERMINING WHICH SERVICES WILL BE PROVIDED

- The scope of work and services will be determined Call-up by Call-up between the Departmental Representative and the Consultant. A Statement of Work will normally be the basis for discussions on how the work is to be assigned. At that time, the Departmental Representative and the Consultant will also determine which services will be rendered:
 - by the CAST, acting as service provider for heritage architecture services;
 - by the CAST, acting as service provider for services outside of the heritage architecture services, for which a Sub-Consultant need not be engaged (e.g. heritage recording, document translation, project related research performed by CAST members);
 - by Sub-Consultants to the Prime Consultant (meaning CAST members, acting as Prime Consultant, are directing and managing Sub-Consultants);
 - by others, outside of the Standing Offer (and therefore not the responsibility of the Consultant).

3.4 CAST – IN THE PRIME CONSULTANT ROLE

- The Consultant's CAST members will be expected to provide the heritage architecture services furnished per Call-up, as well as the coordination of all professional services required under the Call-up, whether rendered by the CAST or by Sub-Consultants (i.e. the Prime Consultant is responsible for providing and coordinating the work of all professional disciplines and specialities required to service/fulfill the scope of the work on Call-ups).
- CAST members will also be responsible for providing and coordinating with PCA and stakeholders, including – on direction by PCA Departmental Representative - public consultations, committee presentations, tours of the project, etc.

4 SUB-CONSULTANTS

4.1 PREAMBLE

- The Sub-Consultant team shall be comprised of qualified registered professionals, qualified technical expertise and other service providers, as agreed between the Consultant and the Departmental Representative.
- As required by provincial or territorial law, Sub-Consultants must be licensed and permitted to practice their profession in the province or territory served by this Standing Offer.

4.2 OVERVIEW OF PRIMARY SUB-CONSULTANT SERVICES

4.2.1 General

- Beyond the heritage architecture services that the CAST is to provide, PCA foresees the following services may be required on Call-ups:
 - conservation structural engineering for the built heritage context;
 - landscape architecture for the built heritage / cultural landscape context (e.g. conservation landscape architecture);
 - heritage recording;
 - heritage research;
 - building science and testing services, both on-site and in laboratory;
 - mechanical and electrical engineering;
 - civil engineering;
 - costing and scheduling;
 - environmental graphics (exhibits, wayfinding, signage, interpretation panels).

Note: These statements shall in no way be interpreted as a PCA commitment vis-à-vis contracting amounts and percentages; they are offered simply as guidance, based on PCA's current understanding of upcoming heritage conservation project work.

4.2.2 Conservation structural engineering services

- On an as-needed basis, the Consultant will be responsible for the provision, management and coordination of conservation structural engineering professionals to provide services on Call-ups.
- PCA requires that the structural engineering personnel doing consulting work under this Standing Offer have significant knowledge, expertise, and capabilities with conservation structural engineering for pre-1945 Canadian wood and masonry heritage structures relevant to Parks Canada's portfolio of designated buildings in the province or territory covered by this Standing Offer.
- Designs, reports, contract documentation and cost estimates provided by the conservation structural engineering firm shall be sealed and signed by professional engineer(s) holding the legal right to practice structural engineering in the province or territory served by this standing offer.

4.2.3 Landscape architecture services, for built heritage / cultural landscapes

- On an as-needed basis, the Consultant will be responsible for the provision, management and coordination of landscape architecture professionals to provide services on Call-ups.
- Designs, reports, contract documentation and cost estimates provided by the landscape architecture firm shall be signed and sealed by a professional landscape architect licensed to practice in the province or territory served by this Standing Offer.

4.2.4 Heritage Recording Services

- Heritage recording is the collection and production of precise and verifiable technical records to document the condition and configuration of heritage resources for both short term use (i.e. for project) and long term use (i.e. for archives). Heritage recording may include a variety of techniques, ranging from hand recording, to record photography (film and digital), to rectified photography to laser scanning.
- On an as-need basis, the Consultant will be responsible for the provision, management and coordination of heritage recording services on Call-ups.
- Reports and documentation provided by heritage recorders shall be properly attributed, with notes regarding the parties that undertook the services, their equipment, and their methodologies.

4.2.5 Heritage Research Services

- Heritage research is the identification, review, analysis and synthesis of documentation related to the evolution of the historic place through the years, for both short term use (i.e. for project) and long term use (i.e. for archives).
- On an as-need basis, the Consultant will be responsible for the provision, management and coordination of heritage research on Call-ups.
- Reports and documentation provided by heritage researchers shall be properly attributed, with notes regarding the parties that undertook the services, and their sources and methodologies.

4.2.6 Building Science and Testing Services

- On an as-need basis, the Consultant will be responsible for the provision, management and coordination of building science and testing services on Call-ups, from various sources.
- These services can range from the on-site measurement and documentation of changes to a heritage structure with regards to temperature, air movement, moisture and displacement (e.g. crack monitoring, thermographic imaging, energy performance tests) – for use as baseline data prior to future repair work – to in laboratory materials analysis and testing (e.g. forensic analysis of mortar mixes, paint sampling and technical analysis, paint colour analysis, wood species identification).
- Building envelope integrity; analysis of existing building envelope systems, and analysis of required scope.
- Reports and documentation provided by building science and testing service providers shall be properly attributed, signed and sealed by the professionals responsible for the work, with notes regarding the parties that undertook the services, and their sources and methodologies.

4.2.7 Mechanical and/or Electrical Engineering Services

- On an as-needed basis, the Consultant will be responsible for the provision, management and coordination of mechanical and electrical engineering professionals to provide services on Call-ups
- For mechanical and/or electrical engineering work to be performed under this Standing Offer, PCA may, on select projects, require that these Sub-Consultant engineers have significant experience with conservation architecture / built heritage projects.
- Designs, reports, contract documentation and cost estimates provided by mechanical and/or electrical engineering firms shall be sealed and signed by a professional engineer holding the legal right to practice engineering in the province or territory served by this Standing Offer.

4.2.8 Civil Engineering Services

- On an as-needed basis, the Consultant will be responsible for the provision, management and coordination of civil engineering professionals to provide services on Call-ups
- For civil engineering work to be performed under this Standing Offer, PCA may, on select projects, require that these Sub-Consultant engineers have significant experience with conservation architecture / built heritage projects.
- Designs, reports, contract documentation and cost estimates provided by Sub-Consultant civil engineering firms under the Standing Offer shall be sealed and signed by a professional engineer holding the legal right to practice engineering in the province or territory served by this Standing Offer.

4.2.9 Environmental Graphics (Exhibits, Wayfinding, Signage, Interpretation Panels)

- On occasion, Call-ups will involve the design, fabrication and installation of environmental graphics (e.g. exhibits, wayfinding, signage, and/or interpretation panels).
- In such cases, Parks Canada may recommend that the Consultant engage and work with one of PCA's pre-qualified firms from its Exhibit Design, Fabrication and Installation Supply Arrangement list as Sub-Consultant for environmental graphics.

4.2.10 All other sub-contracted services

- For all other Sub-Consultant services, the scope of work, deliverables, as well as requirements vis-à-vis sealing and signing submissions, will be determined on a Call-up by Call-up basis, between the Departmental Representative and the Consultant.

4.3 EXCLUDED SPECIALTIES AND SERVICES

4.3.1 Hazardous Materials Specialists

- The Consultant working under this Standing Offer may be asked to assist the PCA Departmental Representative with the development of Terms of Reference for hazardous materials specialist services on call-ups, and to assist with the procurement of this specialist service, if needed.
- Hazardous materials specialist services will not be considered as a Sub-consultant to the Prime Consultant.
- The Consultant may occasionally be asked to advise and to coordinate with the Departmental Representative and the hazardous materials specialist on the rationale, location and timing of hazardous materials specialist work needed to support the Consultant's Call-up.

4.3.2 Geotechnical Services

- The Consultant working under this Standing Offer may be asked to assist the PCA Departmental Representative with the development of Terms of Reference for geotechnical services on call-ups, and to assist with the procurement of this specialist service, if needed.
- Geotechnical services will not be considered as a Sub-consultant to the Prime Consultant.
- The Consultant may occasionally be asked to advise and to coordinate with the Departmental Representative and the geotechnical engineering services provider on the rationale, location and timing of geotechnical engineering services needed to support the Consultant's Call-up.

4.3.3 Land Surveying Services

- The Consultant working under this Standing Offer may be asked to assist the PCA Departmental Representative with the development of Terms of Reference for this

specialist service on call-ups, and to assist with the procurement of land surveying services, if needed.

- Land surveying services will not be considered as a Sub-consultant to the Prime Consultant.
- The Consultant may occasionally be asked to advise and to coordinate with the Departmental Representative and the land surveying services provider on the rationale, location and timing of land surveying services needed to support the Consultant's Call-up.

4.3.4 Environmental Services

- The Consultant working under this Standing Offer may be asked to assist the PCA Departmental Representative with the development of Terms of Reference for environmental services on call-ups, and to assist with the procurement of this specialist service, if needed.
- Environmental services will not be considered as a Sub-consultant to the Prime Consultant.
- The Consultant may occasionally be asked to advise and to coordinate with the Departmental Representative and the environmental services provider on the rationale, location and timing of environmental services needed to support the Consultant's Call-up.

5 GENERAL OBJECTIVES

5.1 UPHOLDING THE POLICY AND LEGISLATIVE FRAMEWORK

5.1.1 Standard of Care, including the signing and sealing of Consultant work

- 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 in the performance of similar services at the time when and the location in which the services are provided.
- Conservation architecture related final designs, reports, and contract documentation provided under the Standing Offer shall be sealed and signed by professional architect(s) holding the legal right to practice architecture in the province served by this Standing Offer.
- Some other Sub-Consultant disciplines, notably engineers and landscape architects, will be required to sign and seal their documents.

5.1.2 Value

- PCA is an agency of the Government of Canada, and therefore the resources it expends on real property projects are public accounts. Parliament and the public expect that PCA will use its financial and staff resources efficiently and effectively. The Consultant should therefore expect that PCA officials will be concerned with good record-keeping on projects, and how project work brings both short and long term value.
- Because PCA project work uses public accounts, Consultants should expect that at key junctures, they will be asked to document the relative merits and costs of different options and approaches, to show that the value equation of decisions is properly accounted.

5.1.3 Protection of heritage value

- Maintain a high standard of services based on nationally accepted principles and practices for project work related to the conservation of historic places.
- Use and uphold the Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada's primary guide to sound heritage conservation decision-making when planning for, intervening in, and using its historic places.
- Bring a fully integrated multi-disciplinary approach to their conservation project work at PCA.
- Apply a strong conservation approach to all phases of project work done under this Standing Offer, recognizing the importance of properly understanding the historic place (understanding the reasons for designation, documenting and assessing condition etc.) before design start.

5.1.4 Sustainability and environmental protection

- Uphold all relevant Parks Canada's environmental policies and procedures.
- Support and facilitate all Call-up related environmental assessment work
- Working with the Departmental Representative, seek to understand and protect historic and environmental features specific to the historic place. Consider and implement where reasonably possible low greenhouse gas (low-GHG) emitting technologies and strategies (e.g. natural daylighting, cross-ventilation) to reduce operational energy requirements and improve indoor air quality.
- Address issues and opportunities related to reduction of energy, water and waste burdens represented by the design, construction, operations and maintenance of work done under the Standing Offer.
- Working with the Departmental Representative, strive for low maintenance and extended service life for all work and equipment resulting from the Call-up.

- Strive to understand and protect the embodied value of existing heritage resources.

5.1.5 Codes/Acts/Regulations

General

- Provide reports at project milestones to demonstrate the project is being developed within the framework of applicable codes, regulations and bylaws.

Codes and Standards

- Apply all National Codes and Standards and inform PCA should there be an issue with their application due to the heritage or condition of the asset.
- In cases where existing conditions cannot be made to accord with an National Code or Standard, the Consultant will work with the Authorities Having Jurisdiction and PCA to explore the feasibility of acceptable alternative measures and equivalencies.
- PCA may voluntarily comply with the Codes and Standards from other levels of government, especially when the requirements of these other levels of government are more exigent than the Federal Government's normal requirements. Where there is a conflict between federal and/or provincial and/or municipal requirements, the Consultant shall confirm with the Department Representative which requirements will take precedence; generally, the most stringent requirement shall be favoured.

Construction Permits and Fees

- The Consultant will work with the Departmental Representative on a project by project basis to determine if construction permits and fees are applicable. If construction permits and fees are applicable, Consultant services may be required to verify the issuance of the permit, and the status of the permit during construction.

Health and Safety

- Comply with all relevant Parks Canada health and safety policies, and all applicable health and safety legislation related to design and construction.
 - PCA will voluntarily comply with the applicable provincial Occupational Health and Safety Acts and Regulations in addition to mandatory compliance with the Canada Labour Code and Canada Occupational Health and Safety Regulations.
- The Consultant shall:
 - provide a project specific (or corporate) health and safety plan addressing proof of occupational health and safety policy and compliance for the consultant team;
 - strive to achieve designs that – long-term - protect the health and safety of end-users.

5.1.6 PCA Policies/Directives

- Comply with all applicable PCA directives, regulations, guidelines, policies, standards, processes and other related requirements. In cases where existing conditions cannot be made to accord with a PCA Policy/Directive, the Consultant should report the situation to PCA for confirmation of the way forward on the matter.

5.2 UPHOLDING PCA's PROJECT MANAGEMENT STANDARD

5.2.1 Project delivery – scope of work, budget, and schedule

- Deliver the Required Services (RS) utilizing best practices, respecting the approved scope, budget and schedule.

- Report variances as they arise in scope, schedule and budget, on both Consultant services and overall project objectives.
- Promote opportunities for success in satisfying - and where possible exceeding - PCA's expectations and needs.

5.2.2 Project monitoring and reporting

- Provide a system for documentation and project monitoring and reporting through each stage of project delivery for approval by the Departmental Representative.
- 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:
 - identify the progress of all deliverables;
 - identify all instances where the schedule or cost plan is not being met;
 - outline remedial measure being taken; and
 - identify any anticipated or potential problems and provide solutions to address them.

5.2.3 Communications

Communications within the Project Team

- Use clear, open and timely communication with members of the project team during the project.
- Keep clear and concise notes and records, and produce written communication, to document the project facts, issues and decisions, mindful that they are part of the public record of both the project and the evolution of the historic place.
- Impress on Sub-Consultants that they are to report to the Consultant issues arising, their relative priority, and any decisions that impact the scope, quality, cost and schedule.
- The Consultant is responsible to communicate information, PCA concerns, PCA decisions etc. to the Sub-Consultants.

Communications related to project decisions

- Through-out the project, issues that require decisions that may impact the scope, quality, cost and/or schedule must be raised by the Consultant to the Departmental Representative in a timely fashion.
- Provide relevant, clear and sufficient information to Departmental Representative as context for decision-making.
- The Departmental Representative will provide, in a timely manner, written decisions and requests including acceptances and approvals relating to the services provided by the Consultant.
- No acceptance nor approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of their professional, technical and/or financial responsibilities.

5.2.4 Quality assurance

- Determine the quality assurance strategy and requirements with the Departmental Representative.
- Undertake regular quality assurance reviews during the design and construction administration stages, including the application of value architecture/engineering reviews in the design. Analyse/correct as issues are identified / raised.
- Provide timely response to queries and feedback provided by/through Departmental Representative.
- In keeping with integrated design principles, the Departmental Representative may conduct value engineering / quality assurance reviews on design and construction documents prepared by the Consultant.

- The Consultant and Sub-Consultants must respond in writing to the Departmental Representative's comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- Departmental Representative reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for checking and correcting any such errors or omissions prior to submission, and regardless of any review comments by the Departmental Representative.

5.3 UPHOLDING FEDERAL/INDUSTRY OBJECTIVES for EFFICIENCY and STANDARDIZATION

5.3.1 Government Electronic Tendering System (GETS)

- In order to facilitate the smooth transfer of construction drawings and specifications electronically to the Government Electronic Tendering System (GETS).
 - Directory structures and naming convention standards for construction tender documents shall be in accordance with PSPC (previously PWGSC) standards.
 - PDF will be the standard format for documents to be posted.
 - To achieve the highest quality in terms of resolution and printing, PDFs of drawing and specification files posted to Buy&Sell through the GETS will need to be derived from the native software in which they were created.
- PCA will provide the Consultant with a guide to the proper application of these standards.

5.3.2 Computer Aided Design and Drawing (CADD) Standards:

- Unless otherwise approved by the Departmental Representative, drawings shall be in accordance with PSPC (previously PWGSC) National CADD Standards, except for select PCA-specific requirements. See <http://www.tpsqc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>
 - For relatively simple projects, the Departmental Representative may authorize simplified CADD drawing formats.
- PCA will, on request, provide the Consultant with:
 - Standardized PCA title blocks for drawings, sketches and addenda;
 - Standardized PCA-specific instructions related to application of the CADD Standard and preparation of construction documentation.

5.3.3 Specifications:

- Unless otherwise approved by the Departmental Representative, the Consultant must use the current edition of the National Master Specification (NMS), in accordance with the NMS User's Guide,.
 - For relatively simple projects, the Departmental Representative may authorize simplified specification formats (e.g. annotated drawings and/or abbreviated specifications).
- PCA will, on request, provide the Consultant with:
 - Standardized PCA-specific header and footer layouts;
 - Standardized PCA-specific instructions related to application of the NMS.

5.3.4 Cost estimation:

- PCA will use the classes of construction estimates used by PSPC (previously PWGSC) - namely Class D (Indicative), Class C, Class B (Substantive) and Class A (Pre-tender).
- PCA will, on request, provide the Consultant with its definition of these classes of construction estimate.

5.3.5 Time management, planning and control:

- PCA strives to align with good project management practices for schedule development and maintenance. Unless otherwise directed by the Departmental Representative, the Consultant will be expected to use the Critical Path Method (CPM) and Work Breakdown Structure (WBS) systems for schedule elaboration.
 - For relatively simple projects, the Departmental Representative may authorize simplified formats.

6 PROJECT ADMINISTRATION

6.1 PROCUREMENT MANAGEMENT

- PCA will be using the traditional Design-Bid-Build project delivery approach, unless stated otherwise in the project specific terms of reference.
- In general, construction work developed under this Standing Offer will be tendered as Stipulated Sum Contracts through the *Government Electronic Tendering System (GETS)*.
- Though all construction tenders will be managed by PCA, PCA - correlated to the monetary value of the work to be tendered - may elect to tender and/or award the construction contracts using various contracting methods and authorities.
- PCA Procurement group is the Contracting Authority.
- PCA Procurement manages the development of the Terms and Conditions and other related bidding and contract documents whereas the PCA Departmental Representative (as Project Manager) manages the development of the Technical Documents, normally with reliance on the Consultant for production.
- Note: PCA does not use Canadian Construction Document Committee (CCDC) documents; PCA uses PCA-specific contract document formats that resemble, but are somewhat different than, the PSPC (previously PWGSC) model.

6.2 PROJECT MANAGEMENT

6.2.1 General

- The Departmental Representative will act as Parks Canada's Project Manager, unless otherwise noted.
- The Departmental Representative is the liaison between the Consultant, PCA stakeholders, non-PCA stakeholders, and Contractor.
- PCA retains the right to assign some or all of the Project Management role to PSPC (previously PWGSC) for any project.

6.3 DESIGN MANAGEMENT

6.3.1 Coordination with Sub-Consultants

- Throughout all phases of the project, the Consultant shall assume responsibility for coordinating the work of Sub-Consultants retained by the Consultant. The Consultant shall:
 - Provide Sub-Consultants with clear, accurate and ongoing communication of design, budget and scheduling issues (including changes), and other relevant project information, all in a timely manner.
 - Coordinate Sub-Consultant input for the Departmental Representative's Risk Management Plan.

- Confirm – as part of the overall quality assurance process for the project - that Sub-Consultants' designated senior reviewers are confirming their submissions are complete and signed-off at each submission.
- Confirm that Sub-Consultants provide adequate site review services and attend all required meetings.

6.3.2 Coordination with Excluded Specialists

- The Consultant shall, on behalf of the Consultant and Sub-Consultant team, report at regular intervals to the Departmental Representative on whether Excluded Specialists need to provide additional information and/or attend project meetings, to facilitate the Consultant and Sub-Consultants' work.
- The Consultant shall, as it arises, provide the Departmental Representative with new project information felt to be relevant to the work of Excluded Specialists.
- The Consultant shall at regular intervals work with Sub-Consultants and the Departmental Representative to understand the project information being received from the Excluded Specialists in terms of design, budget and scheduling impact.

6.3.3 Response Times

- Key personnel of the Consultant and Sub-Consultants must be able to respond to inquiries within one (1) working day.
- Key personnel of the Consultant and Sub-Consultants must be able to attend meetings on site and/or at PCA offices within two (2) working days.
- In the case of an urgent project matter needing a problem-solving meeting; the Consultant and Sub-Consultants must be able to attend such a meeting on site and/or at PCA offices within sixteen (16) hours' notice.
 - Note: what is considered 'urgent' will be determined by the PCA Departmental Representative.

6.3.4 Design Meetings

- In response to the Terms of Reference for a Call-up, the Consultant will propose a meeting schedule and communication method to suit the needs of the project and the project team
- Once the meeting schedule and communication method have been agreed upon in general terms, the Departmental Representative will arrange meetings at regular intervals throughout the design and tendering stages of the project for representatives from:
 - Parks Canada Agency;
 - Stakeholders;
 - Consultants.
- Meetings will be by conference call or face to face; the method of meeting will be determined by the PCA Departmental Representative, balancing the needs of the project and the project team.
- The Consultant shall arrange that at least one senior member of the CAST is consistently attending these meetings to:
 - Lead the meetings;
 - Record the issues and decisions;
 - Prepare and distribute minutes within 48 hours of the meeting;
 - Work with the Departmental Representative to set Agendas for upcoming meetings.
- The Consultant shall, in consultation with the Departmental Representative, arrange to have Sub-Consultant staff with authority to make decisions on behalf of their firm to attend these meetings.
- Standing agenda items beyond design shall include: schedule, cost, risk, quality, health and safety, sustainability, environmental, and other site specific / project specific issues.

6.4 COST MANAGEMENT

6.4.1 Cost Management Provisions

- Cost estimating and budget management shall be provided by experienced professional cost estimators, quantity surveyors and/or professionals in the discipline of the work being costed.
- Provide Class D, C, B and A level estimates at different stages. Cost estimates shall include:
 - A summary plus full back-up showing items of work, quantities, unit prices and amounts.
 - 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.
- Cost estimates may include Life Cycle Cost Analysis - to understand life cycle cost impacts, and to increase the likelihood that sustainable design objectives are met.

6.4.2 “Value Engineering”

- When instructed, conduct “value engineering” in a timely manner to avoid adverse effect on project schedule.
- “Value engineering” shall use the following or similar acceptable methodology:
 - Approach issues in terms of “outputs”, rather than “inputs”, i.e., what is to be achieved rather than what needs to be done;
 - Create new ideas through brainstorming at the integrated design sessions with PCA staff, PCA Field Unit maintenance staff, members including Sub-Consultants, industry specialists, and other stakeholders;
 - Evaluate ideas and obtain consensus with all concerned on a short list of preferred value-added alternatives;
 - Estimate Life-Cycle costs of suggested alternatives;
 - Rate each idea against advantages and disadvantages;
 - Prepare with PCA a Risk Assessment list of consequences if individual ideas are adopted or rejected;
 - Develop ideas into practical alternative concepts which suit current conditions;
 - Prepare final report of recommendations to the Departmental Representative for record and approval.
- Incorporate approved ideas into design and construction documents in a timely manner.
- Monitor and report on implementation of “value engineering” measures during construction stage of work.

6.5 SCHEDULE MANAGEMENT

- 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 be provided using industry accepted software to provide detailed bar charts and/or critical path schedules.
- 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.

- Cooperate and coordinate schedule information with the Contractor for incorporation into the master schedule during construction.
- Adhere to the approved schedule and, if changes in the approved schedule become necessary, indicate the extent of, and the reasons for such changes, and submit to the Departmental Representative for approval.
- Coordinate project schedule with Consultant cash flow and project cash flow to assist Departmental Representative to manage funding.

6.6 CHANGES IN SERVICE

- When requested in writing by the Departmental Representative, make changes in the services to be provided, including changes which may increase or decrease the original scope of services.
- Prior to commencing such changes, advise the Departmental Representative of any known and anticipated effects on the project, including but not limited to changes to the *Construction Cost Estimate*, Consultant fees, Project Schedule, operations and/or life-cycle performance of the completed project work.

6.7 MEDIA

- Do not respond to requests for project related information or questions from the media except as instructed by the Departmental Representative. Any media requests for information or opinion related to Standing Offer project work are to be directed to the Departmental Representative.

6.8 DELIVERABLES

6.8.1 General

- Where deliverables and submissions include summaries, reports, drawings, plans, specifications, and/or schedules, the Consultant shall provide one (1) copy to the Departmental Representative in electronic PDF format and up to four (4) colour hard copies, as requested.
- All drawings will be generated and distributed in the format using layering and file transfer protocols as prescribed in the *PWGSC General Procedures and Standards for Professional and Design Services*.
- The formats for all deliverables will be confirmed on a call-up by call-up basis. Unless otherwise indicated, the Consultant shall presume that deliverables are to be in the formats noted below:
- Final drawings and record drawings, must be submitted in both AutoCAD and PDF formats.

Document	Deliverable format
Written reports and studies:	Adobe PDF
Spreadsheets and budgets:	Adobe PDF
Presentations:	Adobe PDF
Schedules	Adobe PDF
Drawings:	Adobe PDF (& AutoCAD for Tender-ready & Record sets)
Specifications:	Adobe PDF (& NMS Editable for Tender-ready & Record sets)
Exhibit/Interpretive Elements	Min. Adobe Creative Suite CS6, Adobe PDF and EPS
Web	Adobe PDF
Internet	HTML, Macromedia Flash

6.8.2 Acceptance of Consultant Deliverables

- While the Departmental Representative acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles the Departmental Representative to review the Consultant's work.
- Obtain Departmental Representative approval at each Project stage. The Departmental Representative reserves the right to reject undesirable or unsatisfactory work.
- 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 are satisfied. The acceptance does not relieve the Consultant of professional responsibility for the project and compliance with the terms and conditions of the Call-up.
- Acceptance of work by the Departmental Representative does 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 redesigning work and resubmitting for acceptance at the Consultant's cost.

7 CONSULTANT RESPONSIBILITIES, PHASE-BY-PHASE

7.1 OVERVIEW

- Adhere to all the General Procedures and Standards outlined in the Standing Offer, as may be applicable to the project and scope of work described herein.
- Deliver integrated professional services, in distinct stages and phases as per PCA's Project Management Standard, as follows:
 - Concept Stage:
 - Pre-Design Phase
 - Planning Stage:
 - Schematic Design Phase
 - Design Development Phase
 - Construction Documentation Phase
 - Execution Stage :
 - Tender Call and Bid Evaluation Phase
 - Construction Phase
 - Closing Stage:
 - Post Construction / Close-out Phase
- The outline of deliverables and processes, as presented below, 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.
- Unless otherwise approved by the Departmental Representative, provide the services described herein, in accordance with the terms and conditions of the Call-up.

7.2 PRE-DESIGN PHASE

Under PCA's Project Management Standard, the Pre-Design Phase is part of the Concept Stage.

7.2.1 General requirements (PRE-DESIGN PHASE)

- Obtain written authorization from the Departmental Representative before proceeding with Pre-Design Phase services.
- In the Pre-Design Phase, it is critical that PCA confirm that the Consultant has understood the historic place, 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, and has understood in general terms the effect of the proposed intervention on the historic place required to deliver a cohesive quality project.
- Review and analyze all available program information, consult with PCA and Authorities Having Jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. This Pre-Design 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.

7.2.2 Role of PCA (PRE-DESIGN PHASE)

During the Pre-Design Phase, PCA intends to:

- Provide the Consultant with:
 - available background reports, technical data, heritage character statements, statements of significance and other relevant material;
 - available drawings and plans;
 - content resources, photographs, and other visual media where available;
 - a functional program and available visitor's data;
- Provide - or coordinate provision of - archeological services;

- Review and comment on all Consultant submissions and deliverables;
- Coordinate liaison between PCA functional units / staff and the Consultant;
- and
- Authorize the Consultant to proceed to Schematic Design.

7.2.3 Responsibilities of the consultant (PRE-DESIGN PHASE)

The Pre-Design Phase services shall include, but not be limited to, the following:

- Administrative:
 - Provide information and advice during the project start-up meetings and workshops;
 - Confirm with the PCA Departmental Representative the quality management process for the Consultant services;
 - Review the pre-design documentation provided for the project, to confirm that the information is up-to-date. Notify the Departmental Representative of any missing and/or out-of-date information/reports.
- Code and Regulatory Analysis:
 - Review and analyze regulatory and statutory requirements, including FHBRO in the case of a heritage structure;
 - Identify and verify all Authorities Having Jurisdiction over the project;
 - Identify applicable codes, acts, regulations and standards;
 - Prepare a Codes and Regulatory Analysis for inclusion in the “Pre-Design Report”.
- Program Analysis:
 - Review and analyze all available reports, studies and data provided by PCA or others;
 - Prepare Program Analysis section of the “Pre-Design Report”.
- Site Analysis:
 - Review and analyze the reports, studies and data provided by PCA and/or others, such as:
 - Existing site conditions;
 - Existing site plans;
 - Subsurface reports (geotechnical);
 - Surface reports (survey);
 - Municipal infrastructure;
 - Historical site features and National Historic Site cultural resources;
 - Archaeological features;
 - Environmental features, including sustainable design strategy, wild life and environmental impact analysis;
 - FHBRO and NHS considerations in the case of a heritage building/structure.
 - Prepare Site Analysis section of the “Pre-Design Report”.
- Building Analysis, including:
 - All functional considerations and future uses for interior and exterior of the building/project;
 - Floor plans and elevations;
 - Building area;
 - Building massing.
- Conservation Analysis and Methodology Statement:
 - Prepare a report describing the heritage values of the site, the character-defining elements that are important in defining the overall heritage value of the historic place, and how the project is seen to affect those heritage values. Discuss at this early project stage conclusions with respect to the primary treatment and conservation approach to explain how and why the project is primarily Preservation, Rehabilitation or Restoration.
- Budget, Schedule and Risk Analysis:

- Review and analyze the project budget and schedule data, constraints and opportunities;
- Advise and recommend budget and schedule modifications and outline risk implications and mitigation strategies, including schedule and budget risks and opportunities that might affect the heritage value of the historic place;
- Prepare Class “D” estimate;
- Prepare risk implications and mitigation strategies; and
- Prepare Budget, Schedule and Risk Analyses for inclusion in the “Pre-Design Report”.

7.2.4 Deliverables (PRE-DESIGN PHASE)

Pre-Design Report:

- Prepare and submit an integrated Pre-Design Report which includes all functional considerations for review and approval by the Departmental Representative.
- Revise as required by the Departmental Representative and resubmit for acceptance.
- 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.
- 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.
- The Pre-Design Report shall include but is not limited to the following:
 - Executive Summary, to provide a précis of the Pre-Design Report and outline any recommendations requiring PCA approval;
 - Code and Regulatory Analysis;
 - Program Analysis;
 - Site Analysis;
 - Building Analysis;
 - Conservation Analysis and Methodology Statement;
 - Budget, Schedule and Risk Analysis Rebut PCA Quality Assurance reviews;
- Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA;

7.3 SCHEMATIC DESIGN PHASE

Under PCA’s Project Management Standard, the Schematic Design Phase is part of the Planning Stage.

7.3.1 General requirements (SCHEMATIC DESIGN PHASE)

- Obtain written authorization from the Departmental Representative before proceeding with Schematic Design.
- The objective of the Schematic Design Phase is in most cases to explore three distinctly different schemes, to allow comparison, analysis against project requirements, and selection of a design and conservation direction for preparation of a final design concept.
- Unless otherwise instructed by the Departmental Representative, the Consultant is to prepare and present three distinctly different Schematic Designs, identifying which is the Consultant’s recommendation, and why. Schematic Designs are to be presented in sketch format (single line, to scale), fully integrated and supported with computer models, site photographs and narrative description summarizing how each option responds to the analyses contained in the Pre-Design Report.
- After PCA review, the Departmental Representative will provide direction to the Consultant on the single preferred option to be revised and finalized, including any sub-options to be studied further, before proceeding to Design Development

7.3.2 Role of PCA (SCHEMATIC DESIGN PHASE)

PCA will:

- Coordinate liaison between PCA functional units / staff and the Consultant, and, as required facilitating *Integrated Design Process* workshops;
- Review and comment on Consultant submissions, deliverables and revisions;
- Review and – as necessary – respond to the Consultant's rebuttal to the PCA comments;
- Review and comment on the amended work breakdown structure for the project;
- Review and comment on the final Schematic Design Report;
- Authorize Consultant to proceed to Design Development.

7.3.3 Responsibilities of the consultant (SCHEMATIC DESIGN PHASE)

The Consultant scope and activities shall typically include, but not be limited to, the following:

- Administrative:
 - Manage and provide information and advice during the Schematic Design Phase, including any Integrated Design Process workshops;
 - Address quality issues raised by PCA.
- Program Analysis:
 - Provide gross building areas and summary of main accommodation areas required and proposed.
- Code and Regulatory Analysis:
 - Prepare preliminary code analysis and regulations analysis.
- Site Analysis:
 - Develop and present a Site Analysis, including plans showing:
 - Site features and restrictions, based on recent survey drawings;
 - Influences and existing structures;
 - Historical site and building features;
 - Archaeological features; and
 - Environmental features including sustainable design strategies.
- Design Options
 - Develop and present up to three design options. For each option:
 - Provide an analysis of the functional considerations / issues raised by the option;
 - Provide a set of schematic building floor plans, elevations and cross-sections showing:
 - space usage;
 - 'to be removed' versus 'to be conserved' elements;
 - annotations to describe the intervention on an area-by-area, component by component basis.
 - Provide a statement re: design approach and conservation architecture approach;
 - Provide sketch perspectives and, as required, massing studies;
 - Provide design considerations, including but not limited to:
 - In the case of heritage structures/buildings and National Historic Sites, adherence to the Standards and Guidelines for the Conservation of Historic Places in Canada;
 - Provide information regarding how the option:
 - Minimizes ongoing maintenance, and reduces cleaning requirements;
 - Takes into consideration the life-cycle performance of components;
- Budget and Schedule:
 - Provide Class "D" estimate for each design option;
 - Provide milestone project schedule including allowances for reviews and approvals for each stage of the project life cycle; and
- Risk
 - Outline risk implications and mitigation strategies.

- Environmental:
 - Analyse and report on how sustainable material, technology and approaches might reasonably be integrated into the project.
 - Assist as required the Environmental Assessment (Environmental Impact Analysis produced by/for PCA) and as requested by the Departmental Representative;
 - Prepare Waste Management Plan;
 - Confirm site specific requirements with the Departmental Representative.
- Branding and Interpretation:
 - Work with the Departmental Representative to identify opportunities for Parks Canada to incorporate and reflect branding and/or interpretive elements and theme decor into the site.
- Commissioning
 - Confirm which members of the consultant team will be part of the project's Commissioning Team;

7.3.4 Deliverables (SCHEMATIC DESIGN PHASE)

- A draft Schematic Design Report including up to three options for review and acceptance by the Departmental Representative;
- Revised Schematic Design Report(s), as requested by the Departmental Representative, as required to achieve formal PCA acceptance;
- Schematic Design Report including but not limited to the following:
 - Executive Summary
 - An outline of any recommendations requiring Departmental Representative approval;
 - Code and Regulatory Analysis ;
 - Preliminary code analysis and regulations analysis;
 - An outline of the Authorities Having Jurisdiction;
 - Site Analysis and Design Options;
 - Program Analysis and Design Options;
 - Budget (i.e., Class "D" estimate);
 - Project Schedule;
 - Risk Analysis;
 - Preliminary Commissioning and Maintenance Plans;
 - Formal response to PCA Quality Assurance reviews, with acceptance or rebuttal reasoning.

Note:

- Text and graphics illustrating 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.
- The Report will update the "Pre-Design Report", consolidate the "Service Requirements" identified above, and be utilized as the benchmark project control document to monitor progress of the project.
- Presentations regarding the schematic design process and outputs, at sessions arranged by the Departmental Representative.

7.4 DESIGN DEVELOPMENT PHASE

Under PCA's Project Management Standard, the Design Development Phase is part of the Planning Stage.

7.4.1 General requirements (DESIGN DEVELOPMENT PHASE)

- The objective of the Design Development Phase is to further refine and develop the designs and decisions confirmed at the end of the Schematic Design Phase.
- Obtain written authorization from the Departmental Representative before proceeding with Design Development Phase.

7.4.2 Role of PCA (DESIGN DEVELOPMENT PHASE)

- PCA will:
 - Coordinate liaison between PCA functional units / staff and the Consultant, and, as required facilitating *Integrated Design Process* workshops;
 - Review and comment on Consultant submissions, deliverables and revisions;
 - Respond to questions from the Consultant as required;;
 - Review and – as necessary – respond to the Consultant's rebuttal to the PCA comments;
 - Review and comment on the amended work breakdown structure for the project;
 - Review and accept the final Design Development Report;
 - Authorize Consultant to proceed to Construction Documents; and

7.4.3 Responsibilities of the consultant (DESIGN DEVELOPMENT PHASE)

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

- Administrative:
 - Manage and provide information and advice during project workshops and meetings including, as required, any public consultations and Integrated Design workshops;
 - Address quality issues raised by PCA.
 - Assist with development permit application if requested by Departmental Representative.
- Code and Regulatory Analysis:
 - Refine, develop and prepare:
 - Detailed code analysis;
 - Detailed regulations analysis.
 - Present the design to the Authorities Having Jurisdiction and obtain their preliminary review comments.
- Building Design:
 - The Consultant is responsible for all design activities and production of documents and reports, including but not limited to:
 - Site and Landscape plan:
 - Site features and restrictions (i.e. topographical features, climatic influences, setback requirements, easements, underground rights-of-way, existing buildings and/or structures, parking layout, wayside exhibits, exterior signage, interpretation panels/nodes, etc.);
 - Collecting information on all known subsurface features and all above grade features; infrastructure/services, including type, capacities and limitations (i.e. storm water drainage, fire protection, domestic water, sewer, power, telecommunications, etc.);
 - Archaeological features,
 - National Historic Site cultural resources and heritage building/structure features;
 - Environmental features including sustainable design strategies (i.e. surface water management, refuse management, storm water management, landscaping etc.).
 - Floor Plans of each floor showing 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;
 - Roof Plan showing slope, drainage, roof top equipment;

- Cross Sections through the building(s) to show floor levels, room heights, exterior grade elevations and roof height;
- Detailed sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods;
- Demolition plans, partition plans, reflected ceiling plans, finish schedules, door/window schedules;
- Elevations showing proportion/massing, material type and size, colour, texture, finishes, height, floor level, exterior grade;
- Standard details and special details;
- 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, and recommendations on materials and fabrication;
- Exhibit, signage and/or interpretation element design;
- Sustainable design summary of strategies; and
- NMS specifications, including identification of components and finishes, and sustainable procurement strategies.
- Budget, Schedule and Risk Analysis - update and prepare:
 - Budget and Class “C” estimate;
 - Project schedule modifications, including allowances for reviews and approvals for each stage of the project life cycle;
 - Risk implications and mitigation strategies
- Commissioning
 - Define commissioning and operation requirements;
 - Provide a preliminary Commissioning Plan;
 - Prepare a commissioning brief describing major commissioning activities for architectural, and - as required - civil, mechanical, electrical and integrated system testing;
 - Work with Designated Representative to establish archiving strategies for the project (labelling, formatting etc.).

7.4.4 Deliverables (DESIGN DEVELOPMENT PHASE)

- Design Development Report:
 - Prepare and submit drafts and ultimately a final Design Development Report for review by the Departmental Representative.
 - The final Design Development Report will:
 - update the “Schematic Design Report”;
 - consolidate the “Service Requirements” identified above, and;
 - be utilized to monitor progress of the project.
 - The final Design Development Report shall include, but is not limited to, the following:
 - Executive Summary;
 - An outline of major options, issues and recommendations requiring Departmental Representative decision/approval;
 - Updated Code and Regulatory Analysis;
 - Coordinated drawings and an outline specification;
 - Updated Budget (i.e., Class “C” estimate);
 - Updated Project Schedule;
 - Updated Risk Analysis;
 - Updated drawings to reflect relevant information gathered by the Environmental Impact Analysis;
 - Updated Commissioning Plan;
 - Documentation for inclusion in submissions to support the cultural resource and built heritage reviews, namely FHBRO Reviews of

Intervention in the case of a FHBRO Classified buildings, and/or a Cultural Resource Impact Assessment report in the case of an intervention at a National Historic Site.

- A written response to all comments provided by PCA and any PCA Quality Assurance comments.
- Prepare documentation required for application(s) for construction permits for the project.
- Attend and participate in Design Development Report presentation sessions arranged by the Departmental Representative.
- On the basis of feedback received from/through the Departmental Representative, revise the Design Development Report and resubmit for formal acceptance.
- Prepare and submit a written response to comments provided by PCA;

7.5 CONSTRUCTION DOCUMENTATION PHASE

Under PCA's Project Management Standard, the Construction Documentation Phase is part of the Planning Stage.

7.5.1 General requirements (CONSTRUCTION DOCUMENTATION PHASE)

- The objective of the Construction Documentation Phase is to prepare tender ready construction drawings and specifications, setting forth in detail the construction requirements for the project along with a Class A cost estimate and updated project schedule.
- The Consultant must obtain written authorization from the Departmental Representative before proceeding with the Construction Documentation Phase.

7.5.2 Role of PCA (CONSTRUCTION DOCUMENTATION PHASE)

- Review and comment on the amended work breakdown structure for the project;
- PCA will:
 - Coordinate liaison between PCA functional units / staff and the Consultant;
 - Respond to questions from the Consultant as required;
 - Facilitate *Integrated Design Process* review sessions at 33%, 66% and 99% stages of the construction documentation phase (or, as otherwise defined by the Departmental Representative in the project-specific Terms of Reference);
 - Review and comment on Consultant submissions, deliverables and revisions;
 - Review and – as necessary – respond to the Consultant's rebuttal to the PCA comments;
 - Review Construction Document progress sets at 33%, 66%, 99% and 100% tender-readiness (or, as otherwise defined by the Departmental Representative in the project-specific Terms of Reference);
 - Accept Construction Documents that are 100% ready for Tender and Construction.

7.5.3 Responsibilities of consultant (CONSTRUCTION DOCUMENTATION PHASE)

- The Consultant scope and activities shall include but are not limited to the following:
 - Administrative:
 - Manage and provide information and advice during Integrated Design Review sessions and meetings;
 - Address quality issues raised by PCA;
 - Assist with building permit application if requested by Departmental Representative.
 - Code and Regulatory Analysis:
 - Undertake a comprehensive detailed code and regulations analysis.
 - Scope and Activities:

- Submit drawings and specifications for PCA review at 33%, 66%, and 99% stages (or, as otherwise defined by the Departmental Representative in the project-specific Terms of Reference);
- Provide written response to all PCA review comments, incorporating required changes into the construction documents;
- Confirm format of drawings and specifications;
- Clarify and propose responses to special procedures and logistical conditions (e.g. phased construction);
- Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
- Update the project schedule;
- Prepare a Class 'B' estimate once the contract documents are at 66% tender-readiness;
- Prepare a Class 'A' estimate once the contract documents are at 99% tender-readiness;
- Safeguard key architectural and engineering calculations and studies, so that they are available "on request" by the Departmental Representative if/when required for record purposes and in certain instances to assist in the understanding and interpretation of designs;
- Review and approve materials, construction processes and specifications to meet sustainable development objectives.
- Work with the Departmental Representative to establish the list of extended warranties to be provided by the Contractor, for inclusion in the specifications.
- Provide a list of tests to be undertaken before, during and after construction, including on site and factory testing, for inclusion in the specifications.
- Prepare a list of allowances for tests, including a detailed breakdown of the types of testing and the amounts, for inclusion in the specifications.
- Prepare a list of required Contractor submissions - before, during and after construction - for inclusion in the tender documents.
- Technical and Production Meetings:
 - Production of construction documents to be reviewed with PCA during the meetings arranged between the Departmental Representative and Consultant.
 - Consultant's staff and Sub-Consultant representatives are to attend the technical and production meetings.
 - Coordinate the designs and documents with Sub-Consultants and disciplines in advance of Technical and Production Meetings with PCA.
 - Arrange for all necessary progress prints, data, product information etc.
 - Prepare minutes of the meetings and distribute copies to all participants.
 - Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA.

7.5.4 General deliverables (CONSTRUCTION DOCUMENTATION PHASE)

- Deliverables are similar at the 33%, 66% and 99% reviews of construction documentation.
- Deliverables at 100% stage will be tender ready and thus, ready for issue for tender and construction.

7.5.5 33%, 66% and 99% Submission deliverables (CONSTRUCTION DOCUMENTATION PHASE)

- Completeness of the work should reflect the stage of each submission at 33%, 66% and 99% as identified below;
- For the 33% submission, submittals shall include, but are not limited to the following:
 - A basic set of construction drawings and specifications, significantly advanced from what was seen at the end of the Design Development Phase, including improved planning, massing, elevations, cross-sections and key

- details and views. The 33% submission must include basic labelling and annotations to make the drawing set understandable.
- For the 66% submission, submittals shall include, but are not limited to the following:
 - A written response to PCA's comments on the previous submission (33%);
 - 66% complete drawings and specifications (i.e., a full set of substantially-coordinated construction drawings and specifications, including most construction details to 66% completion, and many notes on the drawings. Note: the 66% set will need to be suitably advanced to be accepted for review by PCA);
 - An outline of the Sustainable Development principles and strategies for the project;
 - An outline of the Cost Plan, and a Class "B" cost estimate;
 - An updated Project Schedule;
 - An outline of the final code analysis, including as required:
 - relevant extracts from codes,
 - explanatory diagrams,
 - and other necessary information reflecting codes, federal standards, PCA requirements, and other requirements.
 - An outline of the proposed tender-bid form, showing lump-sum and unit-rate fields, as may be required;
 - An outline of the documentation thought to be relevant to Parks Canada's cultural resource and built heritage reviews, most notably FHBRO Reviews of Intervention (in the case of interventions to FHBRO Classified buildings), and/or a Cultural Resource Impact Assessment report (in the case of interventions at National Historic Sites and/or FHBRO Recognized buildings).
 - For the 99% submission, submittals shall include, but are not limited to, the following:
 - A written response to the PCA's review comments made in response to the previous submission (66%);
 - A final report - for acceptance - on the application of Sustainable Development principles and strategies for the project;
 - One copy of updated final Cost Plan – for acceptance - including the final Class "A" cost estimate;
 - One copy of updated final Project Schedule – for acceptance;
 - A final code analysis, for acceptance. (Note: by this 99% tender-readiness stage, information on drawings must fully comply with codes, federal standards, PCA requirements and all other requirements of the Standing Offer Agreement).
 - Drawings and Specifications:
 - A full set of completed and coordinated construction drawings and specifications, including all details, suitable for final review and effective funding approval.
 - Written contributions specific to the tender form and Invitation to Tender, as may be required.
 - Final selection – for acceptance - of documentation for inclusion in submissions to support Parks Canada cultural resource and built heritage reviews (most notably *FHBRO Reviews of Intervention* in the case of interventions to FHBRO Classified buildings, and/or a *Cultural Resource Impact Assessment* reports in the case of interventions at a National Historic Sites and/or FHBRO Recognized buildings).
 - After the 99% submission, and before the 100%, the Consultant shall provide:
 - A written response to the PCA's review comments made in response to the previous submission (99%);
 - Drawings and Specifications:
 - A full set of corrected, completed and coordinated construction drawings and specifications, reflecting changes arising from the 99% review

- And resubmittal of any other material from the 99% submission stage that had to be revised in light of the 99% review.

7.5.6 Deliverables : At 100% tender-readiness stage (CONSTRUCTION DOCUMENTATION PHASE)

- Deliverables:
 - All original reproducible drawings and specifications for tendering purposes, signed and sealed by the architect and/or engineer of record, 100% reviewed and coordinated, incorporating all PCA comments made at the 99% stage.
 - All specification sections and an index of specifications. The specifications shall consist of typed and edited NMS sections.
 - Updated project implementation schedule.
 - Class “A” cost estimate, signed and sealed by the professionals cost-estimating the work.
 - Two (2) copies of signed and sealed digitized specifications and drawing files on CD or DVD disk(s), in original and PDF (Portable Document Format), book marked by section to Departmental Representative for tender and construction.
 - Plans and specifications required by Authorities Having Jurisdiction for approval.
- Assist Departmental Representative to apply for Building Permit, attend to the permit process and provide assistance until the permit is issued. Update approved permit submission and re-submit as required.

7.6 TENDER CALL AND BID EVALUATION PHASE

Under PCA's Project Management Standard, the Tender Call and Bid Evaluation Phase is part of the Execution Stage.

7.6.1 General requirements (TENDER CALL AND BID EVALUATION PHASE)

- In most cases, PCA will undertake public tendering of the project. On small scale projects, PCA reserves the right to use alternative means.
- The Consultant's original Construction Documents - signed and sealed – will be provided to the Government Electronic Tendering System (Buyandsell.gc.ca) and/or to produce any sets of prints required for tender call.

7.6.2 Communications (TENDER CALL AND BID EVALUATION PHASE)

- During the Tender Call and Bid-Evaluation Phase, communication between the Consultant and prospective bidders will be severely limited, as follows:
 - There will be no communications between the Consultant and prospective bidders without the PCA Departmental Representative &/or PCA Procurement present.
 - All communications must strive to uphold the principle that all prospective bidders are made equally aware of requirements and decisions, without delay.
- During the Tender Call and Bid-Evaluation Phase, PCA's Contracting Authority shall conduct all correspondence with bidders.
- From bid-closing to award of contract, PCA Procurement will manage all communications and processes, with the assistance from the Departmental Representative. During this period, there should be no communication between the Consultant and bidders.
- In the weeks following award of construction contract, PCA Procurement will manage - with assistance from the Departmental Representative - all communications and processes with unsuccessful bidders.

7.6.3 Bidders conference (TENDER CALL AND BID EVALUATION PHASE)

- During the tender period, the Contracting Authority may, at the request of a potential bidder, arrange a Bidders Conference to clarify its requirements.
- The Consultant (and as requested by the Departmental Representative key Sub-Consultants and Specialist Consultants) must attend any Bidders Conference(s).
- Questions arising in Bidders Conference meetings will be answered by written addenda only, issued by the Contracting Authority. Consultants will - as required - provide proposed answers to bidders' questions to the PCA Departmental Representative who will in turn work with the Contracting Authority to ready them for issuance to bidders by Addendum.
- All enquiries from bidders during the tender period shall be forwarded immediately to the Contracting Authority named on the front page of the Invitation to Tender, without providing any information to the inquirers. 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.

7.6.4 Document interpretation (TENDER CALL AND BID EVALUATION PHASE)

- Provide the Departmental Representative with all information required by bidders to fully interpret the Construction Documents, including sample boards, colour boards and other special reports.

7.6.5 Addenda (TENDER CALL AND BID EVALUATION PHASE)

- Addenda to Tender Documents are to be prepared, as required, by the Consultant and submitted to the Departmental Representative for issue through the Contracting Authority to bidders.
- The Contracting Authority will issue all Addenda in writing (i.e., no information is to be issued orally), and decide on the means and ways to issue Addenda. Normally, there is no Consultant service requirement for this step.

7.6.6 Tender opening (TENDER CALL AND BID EVALUATION PHASE)

- Tenders are opened at the location stated in the advertisement. Normally, there is no Consultant service requirement for this step.

7.6.7 Price negotiation (TENDER CALL AND BID EVALUATION PHASE)

- On request, Consultants may be requested to assist PCA with the evaluation of bids and/or subsequent negotiations.
- If the low bid exceeds the Consultant's final *Construction Cost Estimate* (Class 'A' estimate), PCA may negotiate with the low 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:
 - Advise the Departmental Representative which items can be changed and the reduction in cost to be expected by negotiation.
 - Meet with the Contracting Officer, the Departmental Representative and the low tenderer, as required to provide information and advice during the negotiations.

7.6.8 Re-tendering (TENDER CALL AND BID EVALUATION PHASE)

- 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. If the Project has to be re-tendered, the Consultant shall provide advice and information to the Departmental Representative regarding the re-tender. Note: the Consultant is not entitled to an additional fee in this case.

7.6.9 Re-work (TENDER CALL AND BID EVALUATION PHASE)

- Revise or amend the Construction Documents to bring the cost of the work within the limits stipulated. Note: the Consultant is not entitled to an additional fee in this case.

7.7 CONSTRUCTION PHASE

Under PCA's Project Management Standard, the Construction Phase is part of the Execution Stage.

7.7.1 General (CONSTRUCTION PHASE)

- Monitor the progress of the Contractors' work, compliance with drawings and specifications, time schedules, quality standards and prepare progress reports, through site reviews during the construction period:
 - Review reports on Health and Safety strategies for construction staging of work.
 - Review and process shop drawings.
 - 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.
 - Reply to Requests for Information.
 - Observe quality assurance testing, review and accept test reports.
 - Report on Contractor quality of work, and quantity of work
 - Report on Contractor schedule-adherence, and the delivery of critical materials and equipment.
 - Notify the Departmental Representative immediately if Human Remains, Archaeological Remains and Items of Historical or Scientific Interest are discovered on the site, and obtain further information on action to be taken.
 - Review and make recommendations on progress claims.
 - Issue interim and final deficiency reports.
 - Finalize project documentation and accounts.
 - Facilitate compliance with Commissioning Plan.
 - Recommend the release of holdback upon substantial completion.
 - Issue interim, substantial, and final certifications.
 - Review and accept Operation and Maintenance Manuals.
 - Follow-up on any problems identified during the warranty period.

7.7.2 Lines of communication (CONSTRUCTION PHASE)

- Unless otherwise requested/authorized by the Departmental Representative, formal instructions to the Contractor will only be given by the Departmental Representative, or transmitted through the Departmental Representative.

7.7.3 Construction safety (CONSTRUCTION PHASE)

- Promote health and safety on the construction site:
 - As requested, assist the Departmental Representative with the review of the Contractor's site safety plan;
 - Uphold the Consultants site safety plan;
 - Maintain a dialogue with the Departmental Representative and the Contractor regarding construction site safety. Raise concerns as required.
 - Understand that construction projects on federal employee workplaces (whether they are buildings or sites, and whether they are occupied or visited by federal employees as part of their workplace) are subject to the Canada Labour Code and its Regulations and/or Provincial/Territorial Acts and Regulations, and that where there are differences between the Canada Labour Code and its Regulations and/or Provincial/Territorial Acts and Regulations, the most stringent will apply.

- Where applicable, guide and assist the Contractor in providing all required coordination, isolation, protection and reinstatement of the fire protection/suppression and other life-safety systems, to provide appropriate notice to affected individuals, throughout construction.
- Where applicable, regularly remind the Contractor to notify the Property Manager each time fire protection/suppression and other life-safety systems are bypassed.

7.7.4 Project meetings during construction (CONSTRUCTION PHASE)

- When instructed by the Departmental Representative, include in the construction contract documents a requirement for the Contractor to provide a heated meeting room of sufficient size, appropriate furniture and equipment, to hold Project Meetings.
- At the start of the Construction Phase, the Departmental Representative will arrange regular construction meetings every two weeks or as deemed suitable, throughout the entire construction period, including (in most instances) representatives from:
 - PCA in-house staff
 - Consultant
 - Sub-Consultants as determined by Departmental Representative
 - Contractor and their Consultants and Sub-Contractors
 - Other stakeholders, as determined between Departmental Representative, Consultant and Contractor.

Record the issues and decisions raised at project meetings, and prepare and distribute minutes to all attendees within two (2) working days of the meeting. Note: prior to distribution, review the minutes for errors in fact, omissions or other discrepancies and report to the Departmental Representative.

- Maintain a standing order of items for the project meetings, capturing action items for the minutes that stay on the meeting minute record until fulfilled.
- When requested by the Departmental Representative, lead and/or chair the project meetings during construction.

7.7.5 Project scheduling during construction (CONSTRUCTION PHASE)

- Immediately 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.
- Provide review comments and advice to the Departmental Representative prior to the Consultant approving the project Schedule.
- Use the Project Schedule as the basis for monitoring and evaluating the progress of the work.
- Assist the Contractor to avoid delays by providing timely reports and advice.
- Keep accurate records of causes of delays.
- Record all discrepancies and recommend remedial measures to the Departmental Representative.
- Any request for Time Extensions shall be submitted to Department Representative who will forward to the Contracting officer. Only the Contracting officer may approve any request for Time Extensions.

7.7.6 Budget/forecast/cash flow during construction (CONSTRUCTION PHASE)

- 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 is generating the appropriate cash flow for the work.
- Record all discrepancies and agreed remedial measures.
- Provide project financial planning/advice to the Departmental Representative, including funding commitment for the government fiscal year.

7.7.7 Shop drawings (CONSTRUCTION PHASE)

- Review and process shop drawings in a timely manner.
- Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.
- Verify the number of copies of shop drawings required. Consider additional copies for others such as Fire Protection Engineer's office and Permit Officer.
- 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.
- On completion of project, include final shop drawings in the Operating and Maintenance Manuals. Verify that shop drawings include the project number and are recorded in sequence.

7.7.8 Clarifications during construction (CONSTRUCTION PHASE)

- Provide clarifications on drawings and specifications or site conditions, as required in order that the project not be delayed.
- Record Contractor's acknowledgment of receipt of all clarifications.
- Verify and record whether an impact on cost or schedule may be expected and advise the Departmental Representative.
- 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.

7.7.9 Work measurement during construction (CONSTRUCTION PHASE)

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

7.7.10 Inspections and site review during construction (CONSTRUCTION PHASE)

- Provide construction review services by experienced and qualified personnel to verify compliance with Contract documents. These personnel must be fully knowledgeable with technical and administrative requirements of project.
- It is required that this construction review personnel play a major role in the inspection and monitoring of the Work in detail.
- Establish a written understanding with Contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
- Immediately after the award of the construction contract and before Work begins on site, the Consultant will attend and take minutes of the pre-construction meeting.
- Assess quality of work and identify, in writing to the Departmental Representative, all defects and deficiencies observed at time of such inspections.
- Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- Any recommendations, clarifications or deficiency lists shall be issued in writing to the Departmental Representative, with a copy to the Contractor.
- 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.
- 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 Sub-Contractors 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.

- 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 Consultant shall give immediate written notice to the Departmental Representative and to the Contractor of the possible hazard. The Consultant 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.
- The Consultant shall not: Authorize deviations from the Contract documents; enter into the area of the responsibility of the Contractor's Superintendent; stop the work unless convinced that an emergency exists as noted above; or authorize any payments.

7.7.11 Managing contractor's changes (CONSTRUCTION PHASE)

- The Consultant does NOT have authority to change the work or the price of the Contract. Approved Change Orders must be issued to cover all changes, including those NOT affecting the cost of the project, such as schedule, substitutions, etc.
- Prepare Contemplated Change Notices (CCNs) and review quotations associated with Change Orders (CO's). This includes monitoring and recording the progress of CCN's and CO's. Where Work must proceed pending issue of a Change Order, record time and materials expended.
- Proposed changes that affect cost 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, obtain detailed quotations from the Contractor. Review prices and forward recommendations to the Departmental Representative.
- 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.
- The practice of "trade-offs" is not allowed.

7.7.12 Contractor's progress payments (CONSTRUCTION PHASE)

- Each month, the Contractor will submit a progress claim for work and materials delivered to site as required in the Contract.
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.
- 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:
 - Updated schedule of the progress of work
 - Statutory declaration, attesting that Sub-Contractors have already be properly paid for work being invoiced by the Contractor.

7.7.13 Payment for materials on site (CONSTRUCTION PHASE)

- The Contractor may claim for payment of material on site, but not yet incorporated in the work.
- Material must be stored in a secure place and protected from weather as designated by the Departmental Representative.
- Items must be listed separately on the detail sheet showing the breakdown list and total.
- Check and verify the detailed list of materials with supplier's invoice showing the price of each item.

7.7.14 Testing (CONSTRUCTION PHASE)

- Recommend a proposed testing agency to the Departmental Representative for approval prior to arranging for the testing agency's services.

- Arrange testing, distribute test reports, and coordinate with the Contractor etc. for the test.
- Review all test reports and take necessary action with the Contractor when the work fails to comply with the contract requirements. The Departmental Representative must be immediately notified when test fails to meet contract requirements and when corrective work will affect the schedule.

7.7.15 Prototypes, mockups and sample installations (CONSTRUCTION PHASE)

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

7.7.16 Interim completion (CONSTRUCTION PHASE)

- 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 and the Commissioning Report reviewed and accepted by the Consultants and Departmental Representative.
- The Contractor shall arrange for an Interim Site Review with the Departmental Representative, Consultants and major Sub-Contractors.
- Prepare an Interim Completion report and a list of deficiencies. Upon reviewing the report, and being satisfied that the Work complies with Contract requirements and confirming the value of remaining work, recommend the acceptance of Interim Completion by signing the Interim Certificate.
- When the Departmental Representative is also satisfied that the construction work is substantially complete, and the project is fit to be used as it is intended for, the Departmental Representative will 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:
 - 3% of the first \$500,000, and
 - 2% of the next \$500,000, and
 - 1% of the balance of the value of the contract at the time this cost is calculated.
- Payment to Contractor requires completion and signing, by the parties concerned, of the following documents:
 - Interim Certificate of Completion,
 - Interim Site Review report and acceptance,
 - Progress Claim including holdback amount to be released,
 - Cost Breakdown for the Fixed Price Contract and the cost for the remaining Work,

- Cost Breakdown for Unit and/or Combined Price Contract,
- Project Schedule for the remaining Work,
- Statutory Declaration for Interim Certificate of Completion, and
- Worker's Compensation Board Clearance Certificate.
- Verify that all items are correctly stated and that completed documents and any supporting invoices/documents are given to the Departmental Representative for processing.

7.7.17 Final completion (CONSTRUCTION PHASE)

- The Contractor shall inform Department Representative when satisfied that all work under the Contract has been completed, including all deficiency items listed during the Interim Inspection.
- The Contractor shall apply for and obtain an Occupancy Permit issued by the Authority Having Jurisdiction prior to the Final Site Review.
- The Contractor shall arrange for the Final Site Review with the Departmental Representative, the Consultant and major Sub-Contractors for the site review.
- If the Work complies with Contract requirements and is satisfactory, upon recommendation from the Consultant, the Acceptance Board will accept completion of the project.
- The final payment to the Contractor requires completion and signing by the parties concerned, of the following documents:
 - Final Certificate of Completion (Government form),
 - Final Site Review report and Acceptance,
 - Progress Claim including holdback amount to be released,
 - Cost Breakdown for Fixed Price Contract,
 - Cost Breakdown for Unit and/or Combined Price Contract,
 - Statutory Declaration for Final Certificate of Completion,
 - Worker's Compensation Clearance Certificate
 - Trades' Certificates as appropriate
 - Occupancy permit.
- Verify that all items are correctly stated and that completed documents and any supporting invoices/documents are given to the Departmental Representative for processing.
- Continue to monitor the situation and communicate with the Departmental Representative so that he/she is aware of any deficiency work being delayed beyond reasonable time frames.

7.8 POST CONSTRUCTION / CLOSE-OUT PHASE

Under PCA's Project Management Standard, the Post-Construction / Close-Out Phase is part of the Closing Stage.

7.8.1 General (POST CONSTRUCTION / CLOSE-OUT PHASE)

- 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, or, in some jurisdictions, the Certificate of Substantial Completion. Though 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), Consultant services will be required as follows:
 - The Departmental Representative will promptly notify the Consultant in the event that defects or alleged defects appear in the work of the Contractor. The Consultant shall investigate all defects and alleged defects in the work promptly and issue appropriate information, advice to the Departmental Representative, undertaking as requested by the Departmental Representative follow-up inspections

- Certain new parts of the work – be they systems, components, parts of components, or materials - may have extended warranties. Verify that all extended warranties are clearly documented and acknowledged by the provider of the extended warranty.
- Arrange a 'lessons learned' meeting with the Contractor, Departmental Representative, and - as per Departmental Representative instructions – key stakeholders, within four (4) weeks of Final Completion.
 - Provide information, advice, improvement, suggestions, constructive inputs and lessons learned for the benefit of the future projects.
 - Take notes and produce a record of the meeting.

7.8.2 Record drawings and specifications (POST CONSTRUCTION / CLOSE-OUT PHASE)

- Having started the exercise with the Contractor early in the Construction Phase, the Consultant shall arrange to collection of 'as-built' drawings from the Contractor, for use in the Record Drawings
- Produce Record Drawings that show what was constructed, taking special care to highlight deviations in construction from the original Contract drawings, including as-built information, changes shown on Post Contract Drawings and changes resulting from Change Orders & Site Instructions.
- Where applicable, include final survey information in the record drawings, making clear the provenance of said survey
- Verify all as-built records for completeness and accuracy prior to submitting to the Departmental Representative.
- Submit Record Drawings and Specifications within four (4) weeks of Final Completion acceptance. Electronic versions are required for both Drawings and Specifications, and also in their original DWG or Word formats, and in PDF .

7.8.3 Operation and maintenance manuals (POST CONSTRUCTION / CLOSE-OUT PHASE)

- The Contractor will submit to the Departmental Representative a draft set of Operation and Maintenance Manuals for review and acceptance prior to Interim Completion, with the exception of work not yet performed.
- The Contractor will submit to the Departmental Representative within four (4) weeks of Final Completion acceptance four (4) duplicate hard copies and two (2) duplicate digital PDF copies of the final Operation and Maintenance Manuals.
- The Consultant will confirm that:
 - the O&M Manuals are organized into numbered and labelled 3 ring binders as follows:
 - Each binder to have a cover sheet clearly marked with project name, project number, project address, plus General Contractor's and Sub-Contractor's names and contact information
 - O&M Manuals set shall include in a clear and logical fashion:
 - a complete set of Record Drawings and Specifications, Change Orders and Site Instructions;
 - a copy of the Commissioning Report;
 - a copy of all products, materials, equipment and fixtures product information (name and contact information of sub-trade, supplier and manufacturer etc.), test/approval information, operating instruction and maintenance information/schedule, spare parts, certificates, warranty and site specific final shop drawings etc., arranged according to NMS Section;
 - all pages show project name, project number, project address, building number, General Contractor's name and contact information in either header or footer;
 - a complete set of as-built Drawings and Specifications are included;

- a copy of the Real Property Report, signed and sealed by the Canadian Surveyor, is included; and
- a copy of the commissioning report is included.

7.8.4 Warranty inspection (POST CONSTRUCTION / CLOSE-OUT PHASE)

- Approximately ten (10) months after Interim Completion acceptance, arrange an eleven-month warranty site review with the Departmental Representative, the Consultant and its key Sub-Consultants, and the Contractor and its key Sub-Contractors.
- Prepare a deficiency list with Departmental Representative input for the Contractor's correction/adjustment prior to the aforementioned eleven-month site review and distribute to the site review participants.
- Update the deficiency list during the eleven-month site review and distribute to the site review participants.

Inform the Departmental Representative in writing when all items listed on the eleven-month Warranty Inspection report have been completed satisfactorily.

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

SRE: SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An overview of the selection process can be found in General Instructions GI 9.

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Follow detailed instructions in the General Instructions.

1.3 Calculation of Total Score

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

$$\begin{array}{rcl} \text{Technical Rating x 90\%} & = & \text{Technical Score (Points)} \\ \text{Price Rating x 10\%} & = & \text{Price Score (Points)} \\ \text{Total Score} & & \text{Max. 100 Points} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS

The Proponent must submit:

- one (1) bound or stapled original and signed copy of the proposal
- three (3) bound or stapled copies of the signed proposal
- one (1) matching electronic copy of the proposal (PDF format) on a USB thumb drive, CD or DVD

2.1 Proposal Format

Format (pages):

Double-sided submissions are preferred

- Paper size should be - 216mm x 279mm (8.5" x 11")
- **One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper.**
- Pages that are larger than 216mm x 279mm (8.5" x 11") sheet of paper will be counted as 2 pages.
- Pages that are larger than 279mm x 432 mm (11" x 17") will be discarded.

Format (font, layout and legibility):

- Minimum font size for all primary text (i.e., all text other than photo captions and chart infill) - 11 point Times (or dimensional equivalent)
- Minimum font size for photo captions and chart infill - 9 point Times (or dimensional equivalent)
- Minimum margins for text and tables - 12 mm left, right, top, and bottom. However, graphics, photographs, and imagery/symbols are permitted to cross into the aforementioned minimum margins.
- Proposals should be organized in the same manner and sequence as in the Request for Proposal SRE section.

The maximum number of pages to be submitted (including text and graphics but excluding those items listed below) is sixty (60).

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

- Covering letter
- Table of Contents
- Dividers
- Declaration Form (Appendix A)
- Price Proposal Form (Appendix B)

- Team Identification Form (Appendix D)
- Attestation and Proof of Compliance With Occupational Health and Safety (OH&S) (Appendix E)
- Integrity Provisions Certifications
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document

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 for evaluation.

2.2 How the Proposal is to be organized

Organize the Proposal as follows:

Introduction

- **Front page of Request for Standing Offer document**
- **Front page of Request for Standing Offer document; revisions, questions, answers**
- **Covering letter**
- **Table of Contents**
- **Team Identification Form (Appendix D)**

Part 1: The Proponent and its Fit to this Standing Offer

Part 2: The Proposed 'Core Architectural Services Team'

Part 3: Project examples

- **Appendices: Mandatory declarations, attestations and certifications**
- **Declaration/Certifications Form (Appendix A)**
- **Attestation & Proof of Compliance With Occupational Health & Safety (Appendix E)**
- **Integrity Provisions Certifications**

Tabs and/or separators should be introduced within the Proposal to define the sections. Proponents must organize the material they submit according to the order of the criteria outlined in **SRE 3.2 RATED REQUIREMENTS**.

Proponents may allocate however many pages they wish to Parts 1, 2 and 3, but should bear in mind that they alone remain responsible for ensuring they have sufficiently addressed each item while conforming to the overall page limit.

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/Certification Form(s)

Proponents must complete, sign and submit the following:

1. Front pages of RFSO, Revisions and Questions and Answers;
2. Declaration / Certifications Form (Appendix A);
3. Price Proposal Form (Appendix B);
4. Team Identification Form (Appendix D);
5. Attestation & Proof of Compliance With Occupational Health & Safety (Appendix E);
6. Integrity Provisions Certifications.

3.1.2 Licensing, Certification or Authorization

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 location of the Required Services. Proponents must provide their certification number or indicate how they intend to meet the provincial/territorial requirements in this matter.

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 a 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.

3.1.4 Consultant Team Minimum Workforce

Under this Standing Offer, Parks Canada is looking for its Consultants to be able to offer continuity and increased efficiencies year after year, as they service Parks Canada's project work.

To that end, Parks Canada requires proponents to put forth a *'Core Architectural Services Team'* (**of no fewer than 6 persons**) who, as a unit, will be expected to be available for call-ups under this Standing Offer for the years this Standing Offer is in effect.

The *'Core Architectural Services Team'* shall be comprised of persons able to undertake the roles and responsibilities of the following personnel/service classifications:

- #1: Person managing the Consultant's services to PCA
- #2: Senior Conservation Architect
- #3: Intermediate Conservation Architect
- #4: Conservation Architect
- #5: Senior Architectural Technician / Senior Architectural Technologist
- #6: Architectural Technician / Architectural Technologist
- #7: Junior Project Officer
- #8: Contract Administrator / Construction Reviewer
- #9: Conservation structural engineer

A description of these personnel/service classifications including minimum qualifications is shown under Section 3.1.5. Consultant Team Minimum Qualifications.

3.1.5. Consultant Team Minimum Qualifications

For the purposes of this Standing Offer, the titles and mandatory minimum qualifications of proposed key personnel shall be as follows (see Appendix D, sec.3 for a sample table):

**Personnel/service classification #1:
Person managing the Consultant's services to PCA**

This personnel/service classification is to be occupied by a person who meets or exceeds the following requirements:

- A senior member of the Proponent team who has the legal authority to bind the Proponent, and a proven ability to work collaboratively and effectively with clients;
- Minimum ten (10) years of related experience on heritage architecture and built heritage projects; and
- A current member of the Proponent's staff and part of the Proponent's firm.

**Personnel/service classification #2:
Senior Conservation Architect**

This personnel/service classification is to be occupied by a person who meets or exceeds the following requirements:

- An architect, licensed to practice architecture in the provinces and/or territories where the Required Services will be provided;
- Minimum ten (10) years of directly related professional experience as a Licensed Architect on heritage architecture and built heritage projects in, or relevant to, the Canadian context; and
- A current member of the Proponent's staff and part of the Proponent's firm.

**Personnel/service classification #3:
Intermediate Conservation Architect**

This personnel/service classification is to be occupied by persons who meet or exceed the following requirements:

- An architect, licensed to practice architecture in the provinces and/or territories where the Required Services will be provided; and
- Minimum six (6) years of directly related professional experience as a Licensed Architect on heritage architecture and built heritage projects in, or relevant to, the Canadian context

**Personnel/service classification #4:
Conservation Architect**

This personnel/service classification is to be occupied by persons who meet or exceed the following requirements:

- An architect, licensed to practice architecture in the provinces and/or territories where the required Services will be provided; and
- Minimum three (3) years of directly related professional experience as a Licensed Architect, with demonstrated experience, knowledge and abilities on architecture projects in, or relevant to, the Canadian context.

**Personnel/service classification #5:
Senior Architectural Technician / Senior Architectural Technologist**

This personnel/service classification is to be occupied by persons who meet or exceed the following requirements:

- Hold an architectural technology / architectural technology diploma from a recognised institution; and
- Have a minimum six (6) years of relevant experience, on the types of architectural projects and services outlined in in the Required Services.

**Personnel/service classification #6:
Architectural Technician / Architectural Technologist**

This personnel/service classification is to be occupied by persons meet or exceed the following requirements:

- Hold an architectural technician or architectural technologist diploma from a recognised post-secondary institution;
- Have minimum three (3) years of relevant experience.

**Personnel/service classification #7:
Junior Project Officer**

This personnel/service classification is to be occupied by persons who meet or exceed the following requirements:

- Persons that have graduated with an architectural technician or architectural technologist diploma from a recognised post-secondary institution and have minimum two (2) year of relevant experience; or
- Persons that have graduated with a professional degree/diploma in architecture from a post-secondary institution that have minimum one (1) year of relevant experience.

**Personnel/service classification #8:
Contract Administrator / Construction Reviewer**

This personnel/service classification is to be occupied by persons who meet or exceed the following requirements:

- Persons who have minimum six (6) years of construction inspection experience, including minimum three (3) years of direct construction supervision experience on heritage projects / built heritage projects with a cumulative construction value of least \$3M.

**Personnel/service classification #9:
Conservation Structural Engineer**

This personnel/service classification is to be occupied by a person who meets or exceeds the following requirements:

- An engineer, licensed to practice engineering in the provinces and/or territories where the Required Services will be provided;
- Minimum 10 years of directly related professional experience as a licensed Engineer on heritage architecture and built heritage projects in, or relevant to, the Canadian context;

3.2 RATED REQUIREMENTS

Proposals meeting the Mandatory Requirements will be evaluated by the PCA Evaluation Board in accordance with the criteria and weightings outlined in this Section 3.2. Rated Requirements.

For all criteria used to evaluate the experience of the proposed resources, points will be allocated only if their experience is sufficiently demonstrated. Proponents 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.

Part 1: The Proponent and its Fit to this Standing Offer

Part 1 is comprised of two criterion that together are valued at 30 pts.

- Proponents should use Part 1 of the Proposal to provide basic information regarding their firm, and how their firm is a good fit to this Standing Offer.

Criterion 1.1:

The Proponent's structure, and its expertise and ability to undertake the types of projects and services covered by this Standing Offer (scored out of maximum 15pts)

Criterion 1.1 a):

The Proponent

- Provide the name of the Proponent, including the corporate name(s) and address(es) of all component corporate entities;
- Provide the Proponent's corporate status/structure, including the date all component corporate entities were established;
- Provide an outline of the Proponent's primary areas of business, its areas of expertise, and an overview of past project work that is most relevant to this SO (including the year of completion for referenced projects).

Criterion 1.1 b):

Overview of the 'Core Architectural Services Team'

- Provide an outline/diagram of the Proponent's overall organizational structure, and how the 'Core Architectural Services Team' and its members fit within the structure;
- Describe in outline fashion who is to be assigned to the 'Core Architectural Services Team', in what capacity, their professional licensing status, their number of years of experience, and their number of years working with / employed by the firm;
- Provide details of the Proponent's 'back-up' plan for the 'Core Architectural Services Team', (e.g. the strategy that would be in place for upholding service levels to Parks Canada if/when front-line 'Core Architectural Services Team' members are not available).

Criterion 1.1 c)

The Proponent's general management approach, including information on the Proponent's expertise and ability to undertake the types of projects and services covered by this Standing Offer, as outlined in the Required Services (RS) Section of this RFSO

- Provide information regarding the in-house resources and support available to the 'Core Architectural Services Team';
- Describe the Proponent's project management experience, along with its normal method and its track-record for meeting critical deadlines, and how this would be carried out on Standing Offer work;

- Discuss the Proponent's risk management philosophy, emphasising the firm's approach to project tracking, cost control, time management and quality control and assurance, making clear how they would be carried out on Parks Canada call-ups under this Standing Offer.

Criterion 1.1 d)

The Proponent's ability to respond promptly to Parks Canada work requests

- Explain where the 'Core Architectural Services Team' members will be located, and how the 'Core Architectural Services Team', will provide prompt response to call ups.
- For the purpose of this Criterion, Proponents should explain their general strategy for effectively servicing projects in the locations covered by this RFSO bearing in mind that:
- Parks Canada project staff are rarely located close to the project sites (i.e., Parks Canada employees with whom Standing Offer firms would be working are not often located on-site);
- Any project work that reaches construction stage could be expected to need regular site inspections.

Criterion 1.1 e)

The Proponent's IT resources and capabilities

- Describe the Proponent's equipment and software (e.g. AutoCAD, architectural AutoCAD workstations, printing capabilities, other), and networking capabilities;
- Describe the Proponent's abilities on different architectural software, and especially computer aided architectural design (CADD) software. Use specific examples to illustrate past performance.
- Describe the Proponent's approach to security of project information, making clear which security-related provisions are already in place, and which would be instituted.

Criterion 1.2:

The Proponent's management approach and capabilities for heritage architecture / built heritage work (scored out of maximum 15pts)

1.2 The Proponent's track-record and existing network for supporting built heritage / heritage conservation architecture projects, and its current management philosophy regarding built heritage / heritage conservation architecture projects

- Describe how and with whom the Proponent normally sources its heritage conservation related (specialty) services such as, but not limited to:
 - Conservation structural engineering services for built heritage sites;
 - Landscape architecture services for built heritage sites;
 - Mechanical and electrical engineering services for built heritage sites;
 - Building science laboratory and analysis services for heritage resources;
 - Heritage research; and
 - Heritage recording services.
- Building upon the information provided above, describe how the Proponent has approached its built heritage / heritage conservation projects in the past and how the Proponent will approach built heritage / heritage conservation projects to be undertaken under this Standing Offer.

Part 2: The proposed "Core Architectural Services Team"

Part 2 comprises one sole criterion valued at 35 pts.

- In Part 2, PCA is seeking a demonstration that the Proponent can form a team with key personnel with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
- Proponents should use Part 2 of the Technical Submission to describe the qualifications and experience of the proposed 'Core Architectural Services Team', especially as it relates to the built heritage / heritage architecture context.

- For each personnel/service classification, the Proponent must declare at least one person to be 'primary fill' of the personnel/service classification, and at least one person to be 'back-up' for that same personnel/service classification.
- Provide a maximum 4 page curriculum vitae for each of the key personnel listed who will be performing the major part of the work resulting from the individual Call-ups.

Criterion: Professional qualifications and experience of 'Core Architectural Services Team' (scored out of maximum 35pts)

General

- Provide the academic background, professional qualifications and experience of each 'Core Architectural Services Team' member including, years of relevant experience, degree of specialty, membership in relevant professional associations, and illustrative past performance and achievements in the architectural domain for projects similar to those described under the "Required Services (RS)" section of this RFSO.
- Provide information on the 'Core Architectural Services Team' members' demonstrated experience and ability to achieve design solutions relevant and appropriate to Parks Canada's objectives for heritage conservation and design excellence at its National Historic Sites and National Parks, most notably as they relate to:
 - Functionality;
 - Durability; and
 - Aesthetics and Form.

1. Person managing the Consultant's services to PCA (Project Manager)

Demonstrate:

- Experience and ability over the past **ten (10) years** with structured and detailed project management and construction management systems that might be similar to Parks Canada's, to illustrate this person's capabilities with:
 - Offers of service
 - Work breakdown analysis, estimation and tracking;
 - Cost estimation;
 - Scheduling, of both consultants and contractors;
 - Invoicing and bill payment, of both consultants and contractors;
 - Change Notices and Change Orders;
 - As-builts, warranties & manuals, commissioning;

2. Senior Conservation Architect

Demonstrate:

- Significant ability and more than ten (10) years of directly relevant experience with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context;
- Significant knowledge and more than ten (10) years of relevant experience with national standards, guidelines and "best practices" for the conservation of historic places;
- Significant experience and demonstrated ability on architectural projects and the following tasks:
 - managing multi-disciplinary project teams, including sub-consultants, through all project stages;
 - proven ability to manage multiple complex projects;
 - providing (or arrange provision of) reliable cost and time estimates for architectural projects;
 - coordinating a number of simultaneous management and design activities in tight time frames and to meet critical deadlines;
- Experience in "environmental sustainability in the built heritage context" will be seen as an asset;
- Experience in "universal accessibility in the built heritage context" will be seen as an asset.

3. Intermediate Conservation Architect

Demonstrate:

- Significant ability and more than six (6) years of directly relevant experience over the past decade with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context;
- Significant knowledge and more than six (6) years relevant experience with national standards, guidelines and “best practices” for the conservation of historic places;
- Significant experience and demonstrated ability on architectural projects and the following tasks:
- working within multi-disciplinary project teams, including sub-consultants, through all project stages;
- working on complex architectural projects;
- coordinating simultaneous management and design activities in tight time frames, to meet critical deadlines.
- Experience in “environmental sustainability in the built heritage context” will be seen as an asset.
- Experience in “universal accessibility in the built heritage context” will be seen as an asset.

4. Conservation Architect

Demonstrate:

- More than three (3) years of directly related experience with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context;
- Experience with national standards, guidelines and “best practices” for the conservation of historic places;
- Experience in “environmental sustainability in the built heritage context” will be seen as an asset;
- Experience in “universal accessibility in the built heritage context” will be seen as an asset.

5. Senior Architectural Technician / Senior Architectural Technologist

Demonstrate:

- Significant ability and more than five (5) years of directly related experience with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context.

6. Architectural Technician / Architectural Technologist

Demonstrate:

- More than three (3) years of directly related experience with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context.

7. Junior Project Officer

Demonstrate:

- Directly related experience and ability over the past year with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context.

8. Contract Administrator / Construction Reviewer

Demonstrate:

- Ability to work effectively on multi-disciplinary project and construction teams;
- Experience in construction procedures, materials and techniques relevant to the Canadian heritage architecture context;
- Experience in industry norms for construction contract requirements, procedures and reporting;
- Ability to monitor and control construction schedules, costs and quality; and
- Experience in preparation of construction progress reports, commissioning documents and post construction evaluations.

9. Conservation structural engineer

Demonstrate:

- Significant ability and more than ten (10) years of relevant experience with the types of architectural projects and services outlined in the Required Services (RS) section of this RFSO, especially as they relate to heritage architecture and built heritage projects in, or relevant to, the Canadian context;
- Significant knowledge and more than ten (10) years of relevant experience with national standards, guidelines and “best practices” for the conservation of historic places;

Part 3: Project examples

Part 3 comprises one sole criterion, valued at 35pts.

- Part 3 of the Technical Submission focuses on the Proponent’s experience and strength with the types of projects and services that Parks Canada is likely to request under this Standing Offer.
- In Part 3, PCA is seeking a demonstration that over the last 7 years, the Proponent and its designated ‘Core Architectural Services Team’ has been able to successfully undertake and deliver project work and services similar to those listed in the Required Services (RS) section of this RFSO, and especially heritage architecture / built heritage projects.
- Though Parks Canada has no specific instructions regarding the quantity or nature of material to be provided for Part 3, Proponents should:
 - provide enough information & graphic material per project to permit Parks Canada to evaluate the attributes of their projects;
 - select projects that best highlight the firm’s experience and abilities in the built heritage / heritage architecture domain; and
 - include sufficient examples of constructed project work.
- References may be contacted. Ensure the contact information is correct and complete.

Criterion 3

The Proponent’s (and especially the ‘Core Architectural Services Team’s’) capability, experience and approach on heritage conservation architecture projects, particularly those involving 19th C to mid-20th C Canadian wood and masonry structures, and early-to-mid-20thC concrete structures, where the firm is acting as ‘Specialist / Sub-consultant’ and/or ‘Prime Consultant’.
(scored out of maximum 35pts)

1. Proponents should provide graphics and text to describe up to **6 projects** undertaken by the firm within the last 7 years, choosing projects that best show how their firm is capable of servicing the types of projects and services outlined in the “Required Services (RS)” portion of this RFSO, and how their firm is best suited to Parks Canada’s objective of preserving and safeguarding built heritage / heritage architecture.
2. Proponents should submit one example of each of the following types of projects:
 - 1) Preservation of a heritage building;
 - 2) Rehabilitation of a heritage building that includes a contemporary addition;
 - 3) Preservation or rehabilitation of a heritage building that is constructed predominantly of masonry;
 - 4) Preservation or rehabilitation of a heritage building that is constructed predominantly of wood;
 - 5) A heritage building condition assessment and feasibility study; and
 - 6) A Showcase project of the Proponent’s choosing to demonstrate their abilities and experience.
3. Showcased projects should demonstrate the Proponent’s excellence in heritage conservation.

4. Proponents may include projects that are 'construction completed' or 'currently under construction' but must clearly state the level of completion of the project,
5. For each project, Proponents should provide detailed information including:
 - o Summary of the project scope, objectives and activities;
 - o Names of the primary members of the project team, including their roles and responsibilities and the name(s) of sub-consultant(s) working in fields relevant to this RFSO;
 - o Name(s) of the General Contractor and the main sub-contractors;
 - o Original project budget vs. final project cost (if slippage, indicate why);
 - o Original project schedule vs. actual project timeline (if slippage, indicate why); and
 - o Client and General Contractor references including names and phone numbers for each project illustrated.
6. This Criterion will be evaluated based on:
 - o The Proponent's overall role, scope of services, level of involvement etc. in the cited projects;
 - o The level of involvement of the '*Core Architectural Services Team*' in the cited projects;
 - o The cited projects' relevance to the objective of this RFSO;
 - o The cited projects' complexity and diversity;
 - o The cited projects' formal architectural design qualities;
 - o The cited projects' alignment with the *Standards and Guidelines for the Conservation of Historic Places in Canada*;
 - o The flexibility, interest displayed and assumption of responsibility demonstrated by the Proponent on the cited projects;
 - o The Proponent's observance of schedule, and budgetary controls on the cited project; and
 - o Other indicators Parks Canada deems relevant.

3.3 EVALUATION AND RATING

Technical Submissions 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. During this period, Price Proposals will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish the Technical Ratings.

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
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

Once the Evaluation Board members have evaluated the criteria in each Part, the results will be totaled using the table below:

Ratings	Points
Part 1: The Proponent and its fit to this Standing Offer	0 - 30
Part 2: The Proposed 'Core Architectural Services Team'	0 - 35
Part 3: Project Examples	0 - 35
Sub-total Technical Rating	0-100

To be considered further, proponents **must** achieve a minimum of seventy (70) points out of the hundred (100) points available for the Technical Rating, as specified above.

Technical Submissions not achieving the 70 points minimum overall Technical Rating will be given no further consideration.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the minimum Technical Rating of seventy (70) 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.

1. The remaining price proposals are rated as follows:
2. The lowest price proposal receives a Price Rating of 100
3. 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.
4. 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
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

The proposals will then be ranked in order from the highest to the lowest using the Total Score ("Technical Rating" score plus "Price Rating" score).

The Proponents achieving the **four (4)** highest scores 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 **four (4)** Standing Offers.

Furthermore, the ranked order of the four (4) highest scoring Proponents will then be used to establish the Ideal Business Distribution outlined in section **SP5 Call-up Procedure**.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The Proponent is solely responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposal", General Instructions (GI 10). The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission.

In one sealed envelope, submit:

- Declaration / Certification Form - completed and signed form provided in Appendix A
- Integrity Provisions – Associated Information - list of directors / owners
- Proposal - 1 signed original plus three (3) matching hardcopies and one matching 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
- Team Identification Form (Appendix D)
- Attestation & Proof of Compliance With Occupational Health & Safety (Appendix E)

In a second attached sealed envelope, submit:

- Price Proposal Form Appendix B- one (1) completed and signed.

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

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 and subject to Terms of Payment described herein.

PRICE PROPOSAL

Appendix "B"

Name of Proponent: _____ Email: _____

Address: _____

Procurement Business Number (PBN): _____

**TABLE ONE:
FIXED HOURLY RATES for STANDING OFFER for YEAR ONE**

Years One shall be defined as running 365 calendar days starting on Standing Offer's original award date.

Category of Personnel / Service classification	(A) Weight Factor	(B) Fixed Hourly Rate (Cdn\$, excl. taxes)	(A X B) Total
Personnel/service classification #1 Project Manager	50	\$	\$
Personnel/service classification #2 Senior Conservation Architect	150	\$	\$
Personnel/service classification #3 Intermediate Conservation Architect	250	\$	\$
Personnel/service classification #4 Conservation Architect	250	\$	\$
Personnel/service classification #5 Senior Architectural Technician / Senior Architectural Technologist	200	\$	\$
Personnel/service classification #6 Architectural Technician / Architectural Technologist	150	\$	\$
Personnel/service classification #7 Junior Project Officer	150	\$	\$
Personnel/service classification #8 Contract Administrator / Construction Reviewer	200	\$	\$
Cost Estimator / Quantity Surveyor	50	\$	\$
Personnel/service classification #9 Conservation Structural Engineer	100	\$	\$
Mechanical Engineer	100	\$	\$
Electrical Engineer	100	\$	\$
Total "Fee" proposal for Evaluation (a)			\$

**TABLE TWO:
FIXED HOURLY RATES for STANDING OFFER for YEAR TWO**

Years Two shall be defined as commencing 365+1 calendar days starting on Standing Offer's original award date.

Category of Personnel / Service classification	(A) Weight Factor	(B) Fixed Hourly Rate (Cdn\$, excl. taxes)	(A X B) Total
<i>Personnel/service classification #1</i> Project Manager	50	\$	\$
<i>Personnel/service classification #2</i> Senior Conservation Architect	150	\$	\$
<i>Personnel/service classification #3</i> Intermediate Conservation Architect	250	\$	\$
<i>Personnel/service classification #4</i> Junior Architect/Conservation Architect	250	\$	\$
<i>Personnel/service classification #5</i> Senior Architectural Technician / Senior Architectural Technologist	200	\$	\$
<i>Personnel/service classification #6</i> Architectural Technician / Architectural Technologist	150	\$	\$
<i>Personnel/service classification #7</i> Junior Project Officer	150	\$	\$
<i>Personnel/service classification #8</i> Contract Administrator / Construction Reviewer	200	\$	\$
Cost Estimator / Quantity Surveyor	50	\$	\$
<i>Personnel/service classification #9</i> Conservation Structural Engineer	100	\$	\$
Mechanical Engineer	100	\$	\$
Electrical Engineer	100	\$	\$
Total "Fee" proposal for Evaluation (b)			\$

**TABLE THREE:
FIXED HOURLY RATES for STANDING OFFER for FIRST OPTION YEAR**

First Option Year shall be defined as the year commencing 2 years + 1 day from original award of the Standing Offer.
Rates in Table Tree would be in effect if PCA and Proponent mutually agree to proceed with the first option year.

Category of Personnel / Service classification	(A) Weight Factor	(B) Fixed Hourly Rate (Cdn\$, excl. taxes)	(A X B) Total
<i>Personnel/service classification #1</i> Project Manager	50	\$	\$
<i>Personnel/service classification #2</i> Senior Conservation Architect	150	\$	\$
<i>Personnel/service classification #3</i> Intermediate Conservation Architect	250	\$	\$
<i>Personnel/service classification #4</i> Junior Architect/Conservation Architect	250	\$	\$
<i>Personnel/service classification #5</i> Senior Architectural Technician / Senior Architectural Technologist	200	\$	\$
<i>Personnel/service classification #6</i> Architectural Technician / Architectural Technologist	150	\$	\$
<i>Personnel/service classification #7</i> Junior Project Officer	150	\$	\$
<i>Personnel/service classification #8</i> Contract Administrator / Construction Reviewer	200	\$	\$
Cost Estimator / Quantity Surveyor	50	\$	\$
<i>Personnel/service classification #9</i> Conservation Structural Engineer	100	\$	\$
Mechanical Engineer	100	\$	\$
Electrical Engineer	100	\$	\$
Total "Fee" proposal for Evaluation (c)			\$

Total:

Table 1 (a) + Table 2 (b) + Table 3 (c) = \$ _____

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.

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signature signature

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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:

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 3.1.5 of SRE.

#	Description:	Name:	Years:	License:	Firm Name:
1	<i>Personnel/service classification #1</i> Project Manager				
2	<i>Personnel/service classification #2</i> Senior Conservation Architect				
3	<i>Personnel/service classification #3</i> Intermediate Conservation Architect				
4	<i>Personnel/service classification #4</i> Junior Architect/Conservation Architect				
5	<i>Personnel/service classification #5</i> Senior Architectural Technician / Senior Architectural Technologist				
6	<i>Personnel/service classification #6</i> Architectural Technician / Architectural Technologist				
7	<i>Personnel/service classification #7</i> Junior Project Officer				
8	<i>Personnel/service classification #8</i> Contract Administrator / Construction Reviewer				
9	<i>Personnel/service classification #9</i> Conservation Structural Engineer				

APPENDIX E -

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

Appendix “E” - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY

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 _____