



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency
1300 - 635 8 Ave SW
Calgary, AB T2P3M3

Request for a Standing Offer

Demande d'offres à commandes

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

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Parks Canada Agency
1300 - 635 8 Ave SW
Calgary, AB
T2P3M3

Title-Sujet Environmental Engineering Services Standing Offer Agreement Various National Parks		
Solicitation No. - No. de l'invitation 5P420-18-0078/A	Date: May 10, 2018	
GETS Reference No. - No de reference de SEAG PW-18-00827439	Client Ref. No. - No. de réf du client. n/a	
Solicitation Closes:		
at - á 02:00 PM	on - le June 20, 2018	Time Zone - Fuseau horaire MDT - HAR
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Nathaniel Harrison nathaniel.harrison@outlook.com		
Telephone No. - No de telephone 403.292.4572	Fax No. - No de FAX: -----	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein - Voir ici		

TO BE COMPLETED BY THE BIDDER (type or print)
À ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)

Vendor/Firm Name - Nom du fournisseur/de l'entrepreneur	
Address - Adresse	
Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
Title - Titre	
Telephone No. - N° de telephone: _____	
Facsimile No. - N° de télécopieur: _____	
Adresse courriel - Email address : _____	
Signature	Date

TABLE OF CONTENTS - REQUEST FOR STANDING OFFER (RFSO)

The following is intended to clarify the general structure of the whole document.

Front Page

Part 1 Supplementary Instructions to Proponents (SI)

Part 2 General Instructions to Proponents (GI)

Part 3 Standing Offer Particulars (SP)

Part 4 Terms and Conditions

- 4.1 General Conditions (GC)
- 4.2 Supplementary Conditions (SC)
- 4.3 Terms of Payment (TP)
- 4.4 Consultant Services (CS)
- 4.5 Calculation of Fees (CF)

Part 5 Standing Offer Brief – Required Services (RS)

Appendices

- Appendix A Declaration/Certifications Form
- Appendix B Attestation and Proof of Compliance with Occupational Health and Safety
- Appendix C Team Identification Format
- Appendix D Price Proposal Form
- Appendix E Doing Business
- Appendix F Submission Requirements and Evaluation (SRE)

PART 1 SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Ineligibility and Suspension policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process the required documentation as per General instructions to Proponents (GI), Integrity Provisions –Proposal, **section 3b**.

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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.

SI 3 SECURITY REQUIREMENTS

Proponents are hereby informed that there is a possibility that some call-ups against the Standing Offers may require that their personnel requiring access to protected information and assets, possess a Reliability Status security clearance issued by the Government of Canada.

Should the proponent have proposed individuals that do not have the level of security indicated above, the proponent can initiate procedures to obtain the security clearance. Proponents should indicate so in their covering letter with their proposal.

Successful proponent(s) issued a standing offer as a result of this RFSO, with proposed team members 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 personnel security clearance and is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

PART 2 GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Integrity Provisions - Proposal

- GI 1 Definitions
- GI 2 Introduction
- GI 3 Procurement Business Number
- GI 4 Contracting Authority & 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 Insurance Requirements
- GI 17 Joint Venture
- GI 18 Late Submissions
- GI 19 Legal Capacity
- GI 20 Debriefing
- GI 21 Financial Capability
- GI 22 Revision of Proposal
- GI 23 Performance Evaluation
- GI 24 Proposal Costs
- GI 25 Conflict of Interest - Unfair Advantage
- GI 26 Limitation of Liability
- GI 27 Status and Availability of Resources

Integrity Provisions - Proposal

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Proponent must comply with the Policy and Directives, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to be issued or is suspended from being issued a standing offer and to enter into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the request for standing offers, the proponent must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
4. Subject to subsection 5, by submitting a bid in response to this Request for Standing Offers, the Proponent certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the Standing Offer that the Proponent provided a false or misleading certification or declaration, Canada may set aside the Standing Offer and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for issuance of a standing offer for providing a false or misleading certification or declaration.

GI 1 DEFINITIONS

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

"Applicable Taxes":

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

"Consultant Team":

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

"Key Personnel":

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

"Price Rating":

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

"Proponent":

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

"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

Parks Canada Agency (PCA) has a requirement for the provision of professional and technical services for various types of environmental services on an "as-and-when-requested" basis in National Parks nationally, excluding locations within Comprehensive Land Claim Agreements (CLCAs). The selected consultants shall provide a range of services as identified in the Required Services section of this document.

Any requirements for services in locations within Comprehensive Land Claims Agreements (CLCAs) will be treated as a separate procurement outside of the resulting standing offers.

It is Parks Canada's intention to authorize up to a maximum of four (4) Standing Offers in each Geographic Zone for a period of two (2) years with three (3) one year options to extend the Standing Offers as follows:

#	Geographic Zone	Anticipated # of SOA's	Overall Estimated Value
1	British Columbia, Alberta	4	\$3.0M
2	Manitoba, Saskatchewan	4	\$5.0M
3	Ontario	4	\$6.0M
4	Quebec	2	\$1.0M
5	Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland & Labrador	2	\$1.0M

Proponents may submit an Offer for any or all Geographic Zones. However, a separate and complete offer is required for each Zone. Offers for parts of a Geographic Zones will not be accepted. The evaluation and selection methodology detailed in Appendix F will apply to each zone and a standing offer distribution will be established for each Zone. The location of the site will determine the standing offer zone and distribution list that will be used for consultant selection.

Proponents shall be licensed or eligible to be licensed to practise in the province(s) of the proposed geographic zone where services are proposed. If a Proponent is licensed to practise in only one of the provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$2,500,000.00 (GST/HST included). The call-up limitation includes fees and all related disbursements

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.

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

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

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://buyandsell.gc.ca/for-businesses/register-as-a-supplier>). 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

The Contracting Authority for this Request for Standing Offer is:

Nathaniel Harrison
Senior Advisor, National Contracting Services
Parks Canada Agency

Tel: 403.292.4572
Fax: 866-246-6893
Email: nathaniel.harrison@pc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

A Departmental Representative will be identified at time of each individual Call-Up.

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

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer** Enquiries received after that time may not be answered.

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.

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

The Standing Offer selection process is as follows:

- a) A Request for Standing Offer is obtained by proponents through the Government Electronic Tendering Service (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 GI17.
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 the 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. Parks Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
 5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
 6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
 7. Proposal documents and supporting information may be submitted in either English or French.
 8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

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

GI 12 EVALUATION OF PRICE

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

GI 13 LIMITATION OF SUBMISSIONS (applicable per zone)

1. A Proponent may not submit more than one proposal, per geographical zone. 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 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 17 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 solitarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 18 LATE SUBMISSIONS

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

GI 19 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 20 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 21 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 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. 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.
- 5. 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).
- 6. 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).
- 7. 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 22 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 23 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services may be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form

[PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 24 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 25 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 26 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 27 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.

Solicitation No. - N° de l'invitation
5P420-18-0078/A

Amd. No. - N° de la modif.

Buyer - l'acheteur
Nathaniel Harrison

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier
Environmental Engineering Services SOA

PART 3 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

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.
 - f) A Consultant providing services such as a Project Brief, a Request for Proposal or similar documents shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. A Consultant with whom PCA has a Standing Offer arrangement is free to decline an individual call-up if the Consultant is interested in pursuing future commissions for such project

SP 2 WITHDRAWAL/REVISION

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

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

SP 3 PERIOD OF THE STANDING OFFER

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

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its proposal for an additional three (3), one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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

SP 4 CALL-UP LIMITATION

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

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

SP 5 CALL-UP PROCEDURE

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. The location of the project/site will determine the geographic zone standing offer to be used for call-up distribution. 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;

i. If 4 Standing Offers are expected for be issued for the region:

35 % of the business for the top ranked consultant, 30% for the 2nd ranked consultant, 20% for the 3rd ranked consultant, and 15% for the 4th ranked consultant. In the event fewer than four (4) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

ii. If 2 Standing Offers are expected for be issued for the region:

60% of the business for the top ranked consultant, and 40% for the 2nd ranked consultant.

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 security requirement in accordance with SC 3 will also be identified at this time. For call-ups that contain a security requirement, the Consultant in their proposal

must provide the names of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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) If any of the Consultant's proposed personnel identified in their proposal not satisfactorily meet the Security screening clearance identified in SC3 they will be bypassed and PCA will proceed to the next consultant that 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.

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PART 4 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	Performance Evaluation - Contract
GC 26	International Sanctions
GC 27	Integrity Provisions - Standing Offer and Contract

GC 1 Definitions

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;

Architectural and Engineering Services means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects;

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*;

Chief Executive Officer has the same meaning as in the *Parks Canada Agency Act, S.C. 1998, c. 31*;

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;

Construction Services means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above;

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*;

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;

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;

Minister includes a person acting for, or if the office is vacant, in place of, the *Minister* of the Environment and the *Minister's* successors in the office. *Minister* also includes the *Chief Executive Officer* and any of the minister's or their representatives appointed for the purposes of the Standing Offer.

Payroll Cost means the actual cost of any person employed by the *Consultant* or the *Consultant's Sub-Consultants* as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the *Departmental Representative*;

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;

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 an other 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 arms 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. 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.
6. 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 the Environment for the purposes of the Parks Canada Agency 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 adverse material changes."

GC 17 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
 - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
 - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *Canada*, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.

9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

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

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

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

tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency

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

GC 23 Changes in the Consultant team

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

GC 24 Joint and Several Liability

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

GC 25 Performance Evaluation - Contract

1. Consultants 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:
 - a. Design
 - b. Quality of Results
 - c. Management
 - d. Time
 - e. Cost
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. Unacceptable: 0 to 5 points
 - b. Not satisfactory: 6 to 10 points
 - c. Satisfactory: 11 to 16 points
 - d. Superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Consultant.
 - b. For an overall rating of between 51% and 84%, a standard, meets expectations, letter is sent to the Consultant.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Consultant indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PCA solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Consultant indicating that the firm is suspended from any new PCA solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the firm is suspended from any new PCA solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), is used to record the performance.

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) (<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

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

0000DA SUPPLEMENTARY CONDITIONS (SC)

SC1 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.

SC2 Supplementary Insurance Requirements

Supplementary to what is required under Clause 0220DA General Conditions, GC 16 Insurance Requirements, the *Consultant* shall maintain the following supplementary insurance coverage, upon request for each call-up, where additional insurance is required:

Environmental Impairment Liability Insurance

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

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the *Contract*.

The *Contractors Pollution Liability* policy must include the following:

- a. Additional Insured: *Canada* is added as an additional insured, but only with respect to liability arising out of the *Contractor's* performance of the *Contract*. The interest of *Canada* as additional insured should read as follows: *Canada*, represented by Public Works and Government Services *Canada*.
- b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- d. **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. **Storage Tank Third-Party Liability -** The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. **Litigation Rights:** Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

SC3 Security Requirements (if applicable)

The security requirement will be determined at the time in the scope of services at the time of a call-up. Call-ups will identify one of the following security options:

- A. There is no security requirement applicable to the call-up
- OR
- B. All individuals who will be accessing Parks Canada information and assets in order to perform work under this contract will be required to undergo a Reliability Status security screening as required by the Government of Canada.

Until the required screening of the individuals of this contract has been completed satisfactorily by Parks Canada Agency, individuals cannot access information belonging to the Government of Canada, including Parks Canada and cannot access any Parks Canada facilities without a Parks Canada employee escort.

SC4 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.

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 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.

PART 5 STANDING OFFER BRIEF – REQUIRED SERVICES (RS)

- 1 General Project Objectives (For Callups)
- 2 Project Administration
 - PA1 Project Administration
 - PA2 Administrative Services
 - PA3 Codes and Standards
- 3 Required Services

1. GENERAL PROJECT OBJECTIVES (FOR CALLUPS)

PCA requires environmental services to provide a range of environmental services, including, but not limited to:

- Project Planning
- Investigations and Assessments (e.g. Phase I/II/III Environmental Site Assessments, Risk Assessments, hazardous material/waste surveys, development of Remedial Action and Risk Management Plans (RARMP), reporting and preparation of cost estimates etc.)
- provision of advice and training based on technical expertise
- Design and provision of Tender Documents
- Construction Administration and Site Supervision

The majority of the services will be required at PCA contaminated sites. Contaminated sites are currently funded and managed through the government-wide initiative known as the Federal Contaminated Sites Action Plan (FCSAP). FCSAP is a long-term strategy to manage contaminated sites for which departments, agencies and consolidated Crown corporations have control or responsibility. The number and type of projects are known but budgets will not be known until funding is approved on a project by project basis.

Each Call-up will elaborate on the specific objectives for individual projects; however, the following broader government objectives will apply to all call-ups:

- .1 Deliver the project utilizing best practices in support of PCA needs, respecting the approved scope, quality, budget and schedule.
- .2 Keep an open communication with all members of the project delivery team and stakeholders throughout all phases of the project life.
- .3 Provide rigorous quality assurance review during the design and construction phases, including the application of value engineering reviews in the design. Timely response to correct issues as they occur.
- .4 Success in satisfying and where possible exceeding the expectations and needs of PCA and stakeholders,
- .5 Continuity of key personnel working in a dedicated effort for the project life.

The Consultant will adhere to all the Standards and Guidelines outlined in Appendix E, as may be applicable to each project.

2. PROJECT ADMINISTRATION

PA1 PROJECT ADMINISTRATION

The scope of work will vary from project to project, but may include any combination of the services identified herein. The services outlined below apply not only to the Consultant, but to any discipline that may be required for a specific project.

Environmental Services related to contaminated sites may include, but are not limited to:

- Phase I, II, III Environmental Site Assessments (ESAs) which may or may not also include Geotechnical Assessments and/or Geophysical Assessments
- Remedial Action including Remediation Options Analysis, Risk Management Plans and Liability Cost Estimates
- Demolition Waste Assessment and Designated Substance Survey
- Human Health and Ecological Risk Assessment
- Hazardous Materials/Waste Auditing and Abatement Monitoring
- Mould Assessment and Abatement Monitoring
- Storage Tank Systems Auditing
- Environmental Auditing which may include provision of advice and/or training
- Design and Tender Documents related to remediation of contaminated sites and projects involving storage tanks.
- Site Supervision and Contract Administration Services related to remediation of contaminated sites and projects involving storage tanks.

PA2 ADMINISTRATIVE SERVICES

2.1 PROJECT MANAGEMENT

The Departmental Representative assigned to the project is the Project Manager. The Departmental Representative is directly concerned with the project and is responsible for its progress. The Departmental Representative is the liaison officer with the Consultant, and PCA.

Unless requested otherwise by the Departmental Representative, the Consultant obtains all Federal requirements and approvals necessary for the work.

2.2 LINES OF COMMUNICATION

Unless otherwise requested by the Departmental Representative, the Consultant shall communicate with the Departmental Representative only.

During construction tender call, PCA conducts all correspondence with bidders and makes the agreement award.

2.3 MEDIA

The consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

2.4 GENERAL DELIVERABLES

Where deliverables and submissions include summaries, reports, drawings, plans, specifications and schedules, one (1) original shall be provided to the Departmental representative in electronic format, unless otherwise specified.

Electronic format shall be as follows:

Deliverable	PCA
1 Written reports and studies:	Microsoft Word, Excel & Powerpoint
2 Spreadsheets and budgets:	Microsoft Word, Excel & Powerpoint
3 Presentations:	Microsoft Word, Excel & Powerpoint
4 Schedules	Adobe PDF, Microsoft Project
5 Drawings:	Auto CaD
6 Specifications:	NMS Edit
7 Web	Adobe PDF
8 Internet	HTML, Macromedia Flash
9 Alternatively, the Consultant may submit the work in pdf format. Except final drawings at any stage must be in AutoCAD format.	
10 All drawings will be generated and distributed in the format using layering and file transfer protocols as prescribed in Standards and Procedures, Appendix D.	

2.5 ACCEPTANCE OF CONSULTANT DELIVERABLES

While PCA acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles PCA to review the work. PCA reserves the right to reject undesirable or unsatisfactory work; the Consultant must obtain Departmental representative acceptances during each of the project stages.

Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the terms and conditions of the agreement.

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

2.6 COORDINATION WITH SUB-CONSULTANTS

The Consultant shall:

1. Throughout all phases of the project, assume responsibility for coordinating the work of any Sub-consultants and specialists retained by the Consultant,
2. Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all Sub-consultants and specialists from initial base building reviews to post construction reports.
3. Coordinate input for the Departmental representative's Risk Management Plan.
4. Coordinate the Quality Assurance process ensuring submissions of Sub-consultants are complete and signed-off by the designated senior reviewer,
5. Ensure Sub-consultants provide adequate site inspection services and attend all required meetings

2.7 PROJECT RESPONSE TIME

Key personnel of the consultant and sub-consultants or specialist firms must be personally available to attend meetings or respond to inquiries within two (2) working days.

2.8 DESIGN MEETINGS

Meetings will normally be by conference calls. On occasions face to face meetings will be required. At the time of call-up, the Departmental representative will provide an estimate number of meetings/conference calls planned for the projects.

The Consultant shall:

1. Attend the meetings,
2. Record the issues and decisions,
3. Prepare and distribute minutes within 48 hours of the meeting.

Standing agenda items shall include: scope, schedule, cost, risk, quality, human safety, sustainable development and ecology.

On occasion, there may be urgent, problem-solving meetings. The Consultant must be available to attend such meetings in a mutually agreed upon location within two (2) working day(s) notice.

2.9 REMEDIATION CONSTRUCTION MEETINGS

The Departmental representative will arrange meetings generally every two weeks throughout the construction period, for representatives from:

1. Parks Canada Agency,
2. Public Works and Government Services Canada (if applicable/required)
3. Consultants,
4. Contractor.

Meetings will normally be held on site, at the contractor's site office.

The Consultant shall:

1. Attend meetings,
2. Record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting

2.10 PCA QUALITY ASSURANCE / VALUE FOR MONEY REVIEWS

In concert with the Integrated Design process, PCA will conduct Value for Money/Quality Assurance reviews on design and construction documents prepared by the Consultants. Consultants and sub-consultants must respond in writing to PCA's comments, no longer than five (5) working days and will be held accountable for delays if proper and timely responses do not occur.

PCA reviews are not intended as a check against errors or omissions contained within the documents submitted. Consultants are responsible for any such errors or omissions, regardless of any review by PCA.

The Consultant will provide the following general services as outlined below but not limited to:

1. Attend and/or facilitate project meetings during all phases of project delivery and keep and distribute meeting minutes.
2. Provide full coordination of work with other disciplines including contracted Engineering and Specialist Consultant services.
3. Provide assistance with project scheduling, budget, and cost control as required.
4. Provide assistance with risk management as required.
5. Provide Site Supervision and Construction Contract Administration Services as required.

2.11 PCA RESPONSIBILITIES

PCA Departmental Representative will:

- .1 Provide all available background reports and technical data;
- .2 Provide functional program and available visitor's data;
- .3 Provide all available drawings and plans;
- .4 Review and provide a quality assurance report on the consultant's Pre-Design Report;
- .5 Review revisions and consultant rebuttal to the PCA quality assurance report;
- .6 Review and Approve the detailed work breakdown structure for the project;
- .7 Review and Approve the final Pre-Design Report;
- .8 Authorize consultant to proceed to Schematic Design;
- .9 Direct concept planning and liaison with all other PCA staff on behalf of the consultant.
- .10 Review or provide Archeological services – as per Call-up;
- .11 Provide content resources, photographs, and other visual media where available;
- .12 Provide translation of interpretive text; and
- .13 Liaison all functional areas with PCA staff.

PA3 CODES AND STANDARDS

All criteria will be in accordance with the most recent edition of Canadian Codes, Guidelines and Standards, and, any other relevant Codes and criteria as applicable. If Federal codes and bylaws are not available, and if local, municipal, provincial or territorial codes and bylaws are more stringent, they will take precedence.

Acts, Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.

The Consultant will identify and communicate with all jurisdictions applicable to the project.

For material properties (both physical and chemical), methods of fabrication, tests, etc., reference should be made to the latest editions of all applicable standards including American Society of Testing Materials (ASTM), Canada Standards Association (CSA), National Fire Code (NFC), and the Canadian General Standards Board (CGSB) as a minimum, or to local, municipal, territorial standards if they are more stringent.

3. REQUIRED SERVICES (RS)

RS 1 ENVIRONMENTAL SITE ASSESSMENTS, RISK ASSESSMENTS AND SITE REMEDIATION/RISK MANAGEMENT MEASURES

Depending on the site-specific considerations and environmental issues in hand, Consultants may be required to carry out all or part of the following studies and services.

RS 1.1 PHASE I ENVIRONMENTAL SITE ASSESSMENT

Phase I ESAs investigations consist of a compilation and review of all available information regarding the site including historical information. Information gathering will include, but is not limited to:

- a. Information related to any past or present potential environmental issues (storage tanks, fire training areas, waste disposal areas, etc.).
- b. The site characteristics (i.e., site geology, surface and groundwater, soils, sediments, utilities, services, setting and adjacent land use).
- c. The historical background of the site (including land title search, aerial photos, etc.).

Phase I ESA will also include a site reconnaissance to determine any visible signs of contamination and to characterize the general extent of contamination, to the extent possible without use of intrusive methodologies. Adherence to Canadian Standards Association Standard Z768 (R2016) and CCME guidance to perform the work is mandatory. In addition to the standard Phase I ESA requirements, the site visit may also entail some representative sampling (soils, sediment, surface water, building materials such as paints, asbestos, and other media) and laboratory testing (i.e. 'Enhanced' Phase I ESA) on a site specific basis at the discretion of the Technical authority.

Portions of the project requirements may be modified at the discretion of the Technical authority based on project specific requirements (i.e.. Land titles searches may not be required where this task has already been carried out).

A report outlining the findings of the Phase I ESA with recommendations and cost estimate for further work (if required) will be produced.

RS 1.2 PHASE II ENVIRONMENTAL SITE ASSESSMENT

A Phase II ESA confirms the absence, or presence and nature of contamination, usually through a sampling, and laboratory analysis program.

A Phase II ESA is performed in response to recommendations outlined in a Phase I ESA and includes the intrusive sampling of various impacted media at all areas of potential environmental concern (APEC's) and analytical testing to confirm the concentration of contaminants of potential concern (COPC) in relation to the Environment (CCME) Environmental Quality Guidelines (EQG). Where CCME EQG do not exist, environmental guidelines or standards from other jurisdictions (i.e. Provincial/Territorial) may be applied. Adherence to Canadian Standards Association Standard -CAN/CSA-Z769-00 (R2013) to perform the work is mandatory.

Phase II ESAs consist of field investigations that may involve geophysical surveys (addressed as a separate discipline), test pitting, sediment sampling, storage tank site assessments, borehole drilling, and/or the installation of groundwater monitoring wells, as well as other site specific tasks. The field program should provide sufficient information for the evaluation of any site contamination by characterizing soil, surface and bedrock geology, sediment, hydrology, hydrogeology and other relevant environmental components.

The results of the investigation and laboratory analysis should then be assessed to confirm the presence of contamination and identify the type of impacts on-site.

Consideration should be given to such factors as potential for migration and off-site contamination, background levels, magnitude and number of exceedances.

If possible, the results of the investigation are used to determine the extent of any surface and/or subsurface contamination associated with the area of investigation. However, a Phase III ESA may be required to delineate contamination.

Site plans and subsurface profiles would be produced to assist in characterizing and possibly delineating the contamination and migration patterns, if applicable. Conceptual site models may also be required to emphasize the type and extent of subsurface contamination, define the pathways for contaminant migration and identify potential receptors. Narrative and/or cross-section conceptual site models should be prepared for the sites investigated.

A report outlining the findings of the Phase II ESA and recommendations for further work (if required) will be produced. A substantive cost estimate for any additional site assessment work required is to be included with recommendations.

The Phase II ESA will gather the mandatory information required for reporting to the Federal Contaminated Sites Inventory, including a classification or ranking completed in accordance with the FCSAP Contaminated Site Classification as detailed in RS1.8 Federal Reporting Requirements. This classification may need to be updated after completion of the Phase III ESA.

RS 1.3 PHASE III ENVIRONMENTAL SITE ASSESSMENT

Phase III ESAs include additional field sampling and laboratory analysis to further define the extent of contaminants identified on-site during the Phase II ESA.

A detailed characterization of the site will be completed in order to assess chemical movement along various pathways and the resultant human and environmental exposures.

The detailed investigation will delineate boundaries of contamination found during the Phase II ESA.

An examination and definition of areas of unknown subsurface anomalies will be undertaken in areas that have been identified through remote sensing or geophysical techniques.

If required, collection of additional infrastructure data that will be required to demolish, clean, stabilize and isolate man-made structures on the site (e.g. buildings, tanks, pits and lagoons) or facilitate remediation or reclamation of the site may be required.

Collect all site information required to further assess cleanup criteria and assess the feasibility of various remedial options and associated costs necessary to attain preferred end land use.

A report outlining the findings of the Phase III ESA and recommendations for further work (if required) will be produced. This document may be presented in a single document or under separate cover at the discretion of the Technical authority. A substantive cost estimate for additional investigation and/or preparation of remedial options evaluation and/or remedial action and risk management plan must be included.

If the report recommends further work, a liability estimate will be included as a separate section from the remedial options evaluation and/or remedial action plan. The liability estimate must be based on the criteria and approach outlined in the Public Sector Accounting Standards (PSAS) Implementation Guide

Section PS 3260 – *Liability for Contaminated Sites*. This section must provide the details of all inputs which determined the liability estimate, i.e. cost estimates of the recommended remedial option including site closure costs, and if applicable, cost estimates for risk management activities, soil and groundwater post-remediation long-term monitoring (LTM), number of years of LTM and frequency of the monitoring activities. Indicate if Human Health and Ecological Risk Assessment (HHERA) cost estimates have been included in the liability estimate as part of recommended future work. If remedial action plan costs and / or LTM costs are undeterminable, an indicative liability estimate can be added based on liability estimates of other sites sharing similar nature and source of contamination and site complexity.

RS 1.4 HUMAN HEALTH AND ECOLOGICAL RISK ASSESSMENT (HHERA)

Work required may include assessing the risks to human health, ecological components and may take the following:

- a. Preliminary Quantitative Risk Assessment for Human Health (PQRA)
- b. Sediment Toxicity Study
- c. Detailed Quantitative Risk Assessment for Human Health (DQRA)
- d. Ecological Risk Assessment (REA)

Depending on the site-specific considerations and environmental issues at hand, Consultants may be retained to perform all or part of the following tasks but not limited to:

1. Review all previous site information and reports
2. Conduct a site reconnaissance to determine, understand and/or verify relevant risk information including such characteristics as site access, site usage, potential human and ecological receptors, additional pathways and visible signs of ecological stress
3. Identify appropriate human and ecological receptors through available information, relevant literature and/or field observations
4. Develop a conceptual site model
5. Analyze existing information and identify any significant gaps in data required for use in the risk assessment
6. Design and implement a sampling plan to collect additional samples (soils, sediment, benthic, invertebrates, groundwater and surface water, indoor air, etc.) to eliminate data gaps from previous assessments and/or provide additional data to reduce assumptions
7. Collect ecological samples of plants, animals, fish, insects, etc. as required
8. Conduct numerical modelling for various pathways in order to eliminate data gaps from previous assessments and / or provide additional data to reduce assumptions
9. Carry out both Preliminary Risk and Detailed Risk Assessments considering both the human health and ecological implications of identified contamination. Where possible, most risk assessments are required to follow the most current available federal risk assessment protocols developed by expert support departments (Health Canada, Fisheries and Oceans Canada and Environment and Climate Change Canada), FCSAP and CCME.
10. In selected cases where federal property transactions, a Record of Site Condition (RSC) may be required. In these cases the risk assessment and supporting documentation would need to meet the Provincial Guidelines. The consultant may be expected to submit the resulting RSC on behalf of PCA.
11. Develop and / or assist in implementing remedial action and risk management plans, risk management measures and remediation strategies.
12. Provide an ASCS/NCSCS 2008 score for the site.

A report outlining the findings of the risk assessment and recommended further work which may include further data sampling and/or risk management strategies with an estimate of costs would be produced. Based on the outcomes of risk assessments, the consultant may also be required to complete or revise remedial options analyses and RARMPs.

RS 1.5 REMEDIAL OPTIONS REVIEWS AND REMEDIAL ACTION AND RISK MANAGEMENT PLANS

Based on the results of the assessment activities, a remedial options analysis/review (ROA/ROR) may be completed including estimated costs for each option before a comprehensive site remedial action and risk management plan (RARMP) is developed for the site. The detailed RARMP shall be designed to reduce the environmental liabilities present at the site upon completion of the project. A significant portion of the effort to produce a RARMP is in the planning stage. The RARMP shall incorporate other key factors such as federal and department specific policies, First Nation and public concerns, territorial requirements, clean up criteria and risk management techniques.

The RARMP would include, but would not be limited to, the following:

1. Technical remedial plan with all details.
2. Remedial monitoring, sampling, and analysis plan.
3. Tentative remedial work schedule.
4. Specifications with applicable drawings.
5. At a minimum, a Class "C" (Indicative, +/- 15%) cost estimate.
6. Post-remedial monitoring plan.
7. Other site specific requirements.

The identification and evaluation of appropriate remedial measures (including risk assessment as summarized below) to clean up the site in accordance with the federal, provincial, territorial and regional/municipal remediation criteria, would be included. Optional remedial measures should be identified based upon known technology and local environmental conditions and sensitivities.

The appropriate remediation criteria must be determined and the analytical results from the site assessment work would be compared to these criteria.

One of two approaches can be used, the Guideline Approach or a Risk Assessment Approach. The guideline approach involves the use of the most recent CCME EQG and the Canada Wide Standards for Petroleum Hydrocarbons (CWS for PHC's) in Soil (CCME). Where generic criteria do not exist for certain COPC, the applicable criteria from other jurisdictions may be adopted.

If site conditions warrant the use of Site Specific Remediation Criteria (SSRC), a risk assessment approach may be adopted. This involves a scientific process that makes use of a detailed evaluation of the hazard and exposure potential at a particular site in order to recommend a remediation level to meet the land use requirements.

Once the remediation objectives are established (using generic or site specific criteria), the remedial plan or risk management plan to implement the necessary measures to manage contamination can be prepared.

A comparative analysis of various remedial alternatives would typically be completed using a matrix evaluation method, however, in some instances other methods may be appropriate. This would include the relative ranking of alternatives based on selection criteria such as protection of human health and the environment, technical effectiveness of meeting remediation criteria, time, stakeholder acceptance, future land use and ownership, and cost.

Costs of various options should be estimated and remedial options prioritized based on appropriate criteria established and presented by the consultant.

A report outlining the results and recommended remedial options would be produced.

Cost estimates for the recommended remedial option will determine a separate section on liability estimate based on the criteria and approach outlined in the Public Sector Accounting Standards (PSAS) Implementation Guide Section PS 3260 – *Liability for Contaminated Sites*. The liability estimate section must also include site closure costs, and if applicable, cost estimates for risk management activities, soil and groundwater post-remediation long-term monitoring (LTM), number of years of LTM and frequency of the monitoring activities.

RS 1.6 OTHER WORK

Other studies and services may be required in order to facilitate or undertake work related to ESAs, Risk Assessment and/or Remediation such as (but not limited to):

1. Sediment characterization
2. Designated Substances Survey
3. Biological Studies and Investigations
4. Geotechnical and Geophysical Assessments
5. Archeological Assessments
6. Litigation Support related to contaminated site work
- viii. Peer Review of various contaminated sites
- ix. Contaminated Sites Program coordination
7. Preparing guidance, training and presentation materials that pertain to contaminated sites for delivery to federal employees and/or for information purposes.
8. Delivering training
9. Federal Contaminated Site Action Plan (FCSAP) related program and process studies and project reviews
10. Public Consultation and stakeholder engagement

RS 1.7 FEDERAL REPORTING REQUIREMENTS

The consultant may be responsible for completing or updating a National Classification System for Contaminated Sites (NCSCS) site classification for each site. Site classification are provided in Canadian Council of Ministers of the Environment National Classification System for Contaminated Sites, Guidance Document, 2008

http://www.ccme.ca/en/resources/contaminated_site_management/management.html

If a site is located in or near a water body, then the Federal Contaminated Sites Action Plan (FCSAP) Aquatic Sites Classification System (ASCS) should be used instead of the National Classification System for Contaminated Sites (to be provided upon request).

The consultant may be required to complete the FCSAP site closure tool (SCT) which consists of mandatory requirements for documenting the closure of remediated or risk managed federally contaminated sites funded by the FCSAP program. It provides consistent evaluation criteria or conditions that determine when a site can be considered closed.

The consultant may be responsible for completing or updating the Federal Contaminated Sites Inventory (FCSI) database. Procedures for entering information into the Federal Contaminated Sites Inventory database are provided in Treasury Board Federal Contaminated Sites Inventory (FCSI)

<http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=1F9527BF-1>.

The consultant may be responsible for developing or updating an indicative estimate of liability or contingent liability for all sites on the property. These liability estimates must use the following:

- a) Treasury Board policy 2010 Remediation Liabilities related to Contaminated Sites; A Supplement to the Financial Information Strategy (FIS) Manual
<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=20888> and TBS Accounting Standard 3.6 Contingencies (March 2006)
<http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=1F9527BF>

- b) Treasury Board Guidance on accounting for environmental liabilities
<http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=1F9527BF-1>
- c) Canadian Council of Ministers of the Environment Recommended
- d) Principles on Contaminated Sites Liability
http://www.ccme.ca/en/resources/contaminated_site_management/management.html

RS 2 ENVIRONMENTAL AUDITS

PCA requires consulting services to conduct general environmental baseline studies, detailed environmental audits, provision of design drawings and specifications to upgrade non-compliance items highlighted in audits, and supervision of upgrades (as per design drawings and specification), all for the identified site and/or facilities.

The work is to be carried out to ascertain the current environmental status of the site and/or facilities, and to ensure compliance with federal, provincial and municipal environmental legislation and with policy commitments.

Additionally PCA may require Professional Development and Technical Training to educate federal employees on regulatory requirements associated with facility operations.

The following environmental issues/categories are typically covered as part of the audit/assessment process or later phases to implement corrective measures, all issues may not be applicable to all situations, some situations may require detailed audits specific to only one, or a few, of the issues:

1. Air Emissions
2. Indoor Working Environment/Air Quality
3. Halocarbon and Ozone-Depleting Substances
4. Asbestos Containing Materials and Designated Substances or Hazardous Materials
5. Non Hazardous Waste Management
6. Energy Management
7. Environmental Management Systems
8. Environmental Emergency Response Plans
9. Water Management
10. Wastewater Management
11. PCB-Containing Equipment
12. Chlorinated Solvents
13. Integrated Pest Management
14. Hazardous Waste Management
15. Lead and Mercury Containing Materials
16. Drinking Water Systems

The basic goals of the audits and associated follow-up works are:

1. To identify and document significant environmental aspects and/or operations which are regulated or affected by applicable environmental legislation and federal government Policies, Guidelines, Codes and Best Management Practices.
2. To assess the degree of compliance with the established legal requirements and policies.
3. To provide recommendations that could be incorporated into action plans, design drawings and specifications designed to ensure that the facility operates in compliance with applicable legislation, standards, and policies.
4. To provide written procedures, design drawings, and specifications for bringing non-compliance findings into compliance with applicable legislation, standards, and policies. Design drawings and specifications to also meet facility operational requirements.

5. To supervise remediation construction services as per the requirements of the design drawings and specifications.
6. To provide training or advice on regulatory requirements associated with environmental issues to familiarize federal employees on regulatory requirements associated with environmental issues typical of federal facilities.

Work includes preparing Statements of Work/Work Plans for and/or conducting environmental audits, including environmental baseline studies (covering the range of environmental issues) and detailed audits (specific to only one or a few environmental issues), undertaking peer reviews of environmental audits or reports prepared by others, providing design drawings and specifications as required to upgrade compliance at facilities, and site supervision of contractors completing compliance upgrades at facilities, as well as other related work as required. Work also includes providing expert advice and support related, but not limited to, litigation, negotiations, compensation, and similar matters.

The scope of work will vary according to the specific needs of a project, in most cases (particularly for general facility audits) a thorough assessment or investigation of property history including past and present operations is to be conducted to identify potential significant environmental aspects and to achieve the goals and objectives of the specific project.

The need for certified auditors or technical specialists in one particular aspect will be determined on a project by project basis and identified in the call-up. General audits/environmental baseline studies are to be conducted by Certified Environmental Auditors (ISO or CSA certified) or other registered professionals as the case may require, in keeping with national and international auditing standards and protocols. Detailed audits, preparation of design drawings and specifications, and site supervision during implementation of design drawing and specifications requirements, are to be completed by appropriately accredited auditors or other registered professionals specific to the environmental issue being audited or brought into compliance.

A Building Condition Report may be required as part of the Environmental Audit.

Provision of training and/or advice may be required on any Regulation, Act, Code, Standard, Guideline, etc. as well as processes including permit process, Project Management, on any environmental issues. Training shall be conducted in person and/or by video conference. Resources to aid in training to be provided by PCA (paper, electronic, etc.).

All criteria will be in accordance with the current edition of Canadian Codes and Standards, and any other relevant Codes as applicable. If direction or decisions are provided by authorities having jurisdiction they will be observed and complied with.

Provision of Design drawings to be completed/reviewed by a senior technologist with experience with AutoCAD or equivalent design program (all files to be compatible with Microsoft® Operating Systems, the CADD drawing format required for drawings is the AutoCAD® native format DWG file CADD format – See PWGSC National CADD Standard for more details at: <http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>.

Provision of specifications will require specification writing/review from an individual who has five (5) years of direct experience writing and reviewing NMS specifications.

All laboratories used for performing analysis must be members of the Canadian Association for Laboratory Accreditation (CALA). If CALA accreditation for a specific parameter is not available, equivalent accreditation bodies will be accepted.

RS 3 STORAGE TANK SYSTEM AUDITS:

The scope of work for this item may include the following tasks:

1. Provide a description and examination of the storage tank system components, and operation and maintenance procedures.
2. Assess of compliance against all applicable regulations, policies, and codes of practice.
3. Generate a report outlining and any corrective, remediation, mitigation of non-compliance issues.

These items will include but will not necessarily be limited to: design, site supervision of milestones (such as in concrete pad inspection) and commissioning of storage tank and piping systems; secondary containment; overflow protection; corrosion protection; monitoring and leak detection; maintenance and operation; safety accessories (e.g. bollards, signage, spill kits) and procedures; and the assessment and design of product transfer area and spill containment area to comply with current regulations.

Review existing records, conduct site inspections, interviews, questionnaires and checklists, as appropriate. When necessary, take photographs to support observations and/or recommendations.

Obtain information about the procedures relating to the operation, maintenance, monitoring, inspections, etc. of the storage tank systems, including but not limited to: Environment and Climate Change Canada (ECCC) registration, standard operating procedures, filling; inventory control; corrosion protection; impact protection, leak detection; tank bottom water monitoring; annual testing of monitoring/control systems; maintenance; record keeping; ECCC inspections and environmental emergency planning including emergency response plan.

The Consultant shall evaluate for compliance against the most recent applicable federal (and territorial) regulations, guidelines and codes including the Canadian Environmental Protection Act, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, CCME Environmental Code of Practice for Aboveground and Underground Storage Tanks Systems Containing Petroleum and Allied Petroleum Products, National Fire Code (2015 or most recent), Canadian Standards Association B139-09 (or most recent) Installation code for oil-burning equipment.

RS 4 HAZARDOUS MATERIALS SURVEYS

Undertake surveys and prepare specifications for the assessment, abatement, and disposal services associated with the following environmental issues:

1. Asbestos containing materials
2. Lead (e.g. paint and plumbing fixtures)
3. Polychlorinated biphenyls (PCBs)
4. Mercury
5. Pest Presence
6. Ozone depleting substances (ODSs)
7. Other Hazardous waste/materials and dangerous goods.

The types of projects in this category may include pre-abatement assessments, development of the scope of work for abatement/disposal projects and conducting, supervising, coordinating and documenting abatement/disposal activities.

All work must be completed using the most recent, applicable federal and provincial legislation including Regulations, by-laws, Guidelines, Standards, or best practices. Parks Canada Asbestos Management Guide (2014). When these departmental documents are updated or modified, the updated versions must be followed. The following tasks would typically be included:

- a) Timely assessment of the nature and extent of work related to asbestos, lead, PCB, mould and/or other hazardous and non-hazardous waste/materials requiring visual investigations, collection of samples and analysis, and recommendations for storage, abatement or remediation and disposal.
- b) Development of recommendations on courses of action to be taken, to prevent re-occurrence or correction of the sources with associated cost estimates.
- c) Preparation of a scope of work for abatement and detailed work procedures based on industry approved best practices and incorporation into standard PWGSC specifications for the required work.
- d) Assist in the tendering and selection of contractors for the required work.
- e) Coordinate work with regulatory requirements such as permitting and notifications.
- f) Supervise work practices and procedures to ensure that specification requirements, regulatory requirements, industry standards, and proper health and safety procedures are followed.
- g) Where appropriate, provide environmental monitoring, such as surface wipe sampling, clearance testing and air monitoring as required at all times of the day (regular daytime work hours, after hours and weekends).
- h) Documentation of abatement activities including work performed, location, nature and extent of work, work practices followed, contractor performance, and monitoring results.
- i) Preparing and delivering guidance, training and presentation material pertaining to the assessment and abatement of hazardous materials and designated substances, for delivery to federal employees and/or for other information purposes.
- j) Expert advice and support related, but not limited, to litigation, negotiations and compensation and similar matters.

Provision of services will require specification writing/ review from an individual who has 5 years direct experience in writing/reviewing NMS specifications for environmental abatement construction projects.

All laboratories used for performing analysis must be members of the Canadian Association for Laboratory Accreditation (CALA). If CALA accreditation for a specific parameter is not available, equivalent accreditation bodies will be accepted.

RS 5 DEMOLITION ASSESSMENT AND WASTE SURVEY

The primary objectives of a Demolition Assessment and Waste Survey shall include: identifying; characterizing; inventorying, quantifying and documenting both non hazardous and hazardous wastes for the purposes of demolishing infrastructure to facilitate the remediation and/or reclamation of a contaminated site.

Surveys shall focus on weight and volume of hazardous and non hazardous wastes as well as packaging and transportation of wastes off-site, as required.

The Consultant will be expected to prepare a report outlining the complete findings of the Survey, including recommendations for additional work (if necessary).

Material samples will be taken to verify and/or determine the potential hazardous material type and concentration. Locations will be referenced to site and infrastructure plans and photographs. Collected information will be included in a report that will include a site map(s) (to scale) and an itemized spreadsheet that can be utilized by personnel or contractors performing the actual demolition and transportation work.

A cost estimate for removal and disposal of all hazardous and non-hazardous building materials and site infrastructure will be prepared. The Departmental representative will determine which Class estimate is required for the project and whether this estimate will be provided under separate cover.

For complex or sizeable projects, five categories of estimates are prepared. The process begins with the development of an initial estimate that is further developed during the early phases of the project.

Broad Cost Projection: based on historical data from similar projects, indicates a budget for resources to develop a project up to Preliminary Project Approval as well whether or not total project costs are expected to exceed \$1 million. This is not a construction estimate.

RS 6 MOULD ASSESSMENT AND ABATEMENT MONITORING

The scope of work for this item includes three main tasks:

1. Mould Assessment and Reporting
2. Preparation of Specifications for Mould Abatement, including moisture control measures, as necessary, utilizing the most recent version of the National Master Specifications.
3. Monitoring of Mould Abatement

The Consultant shall conduct a site visit to perform a mould assessment according to accepted industry standards (CCA 82: Mould Guidelines for the Canadian Construction Industry) at which time they may quantify, in detail, the extent and type of mould-impacted building materials.

Materials shall be collected and analyzed using surface tape lift samples, spore trap air samples, and/or viable mould spore sampling if required for mould identification analysis.

If required, the Consultant must collect all information necessary to prepare Mould Abatement Specifications, including quantifications, during the assessment site visit.

A report shall be completed that shall provide detailed recommendations for the mould abatement work detailing which building materials should be replaced. The report shall include a summary of the areas sampled, sample results and recommendations for abatement. A cost estimate for the required mould abatement activities shall include mould abatement contractor costs and consultant supervision and monitoring costs throughout Abatement.

The Consultant shall be responsible for developing the technical portions of specifications for Mould Abatement in National Master Specifications (NMS) format in both official Languages.

The Consultant shall conduct site inspections during abatement as necessary to ensure appropriate mould abatement procedures are being followed, according to the specifications and the previous mentioned CCA document.

The Consultant's responsibilities shall include ensuring that the containment area is properly set up. The Consultant shall inspect post remediation work areas to determine whether areas are suitably cleaned.

The Consultant shall conduct air monitoring services prior to, during (if necessary), and following mould abatement activities, including collection of spore trap air samples for fungi enumeration (background and post remediation).

Upon completion of the abatement project, the Consultant shall provide a letter of assurance detailing project methodology, contractor submittals and laboratory analysis results. The letter will represent a 'closure report' to show that all mould-contaminated materials have been removed from defined areas, and that the resulting air quality of the abatement area and adjoining work areas are free from mould spore impacts.

RS 7 REMEDIATION CONSTRUCTION SERVICES

Consultants may be required to assist in developing and implementing environmental remedial options including site investigation, identification of significant aspects, preparation of detailed procedures, preparation of plans and drawings, specifications briefs, options and recommendations, tendering documentation as per PWGSC approved National Master Specifications (NMS) standards and remedial cost estimates (indicative and substantive).

In some cases, Consultants may also be required to coordinate, supervise, monitor and verify site conditions during environmental remedial activities. Furthermore, the consultant may be required to undertake minor remedial projects, such as removal of debris and removal of leaking underground storage tanks.

Consultants may be retained to complete all or parts of the following tasks:

1. Identifying significant gaps in the delineation of contaminants at a site prior to remediation.
2. Provide or review indicative cost estimates of proposed remediation projects including estimates of volumes of media impacted by a contaminant of concern.
3. Design project specification briefs and associated tendering documentation for use by PWGSC, using PWGSC established NMS standards in the approved NMS-Edit Professional software format.
4. Ensuring any risk mitigation measures required or recommended from CEAA section 67 requirements are included in the project tendering documentation.
5. Providing assistance to PWGSC during the tendering process of remediation/risk management measures projects, for example when responding to requests for clarification and issuing addenda.
6. Providing oversight and monitoring of remediation activities.
7. Planning and conducting appropriate confirmatory sampling prior to and during the completion stage of remediation or after risk management measures have been put in place.
8. Prepare a closure report upon completion of the remedial work documenting and certifying the remediation activities and or risk management measures implemented and to outline current conditions of the site.
9. Make recommendations for long and short-term monitoring post-remediation or post-risk management measures implementation.

Provision of specifications will require specification writing/review from an individual who has five (5) years of direct experience writing and reviewing NMS specifications.

Provision of Design drawings to be completed/reviewed by a Senior Technologist with experience with AutoCAD or equivalent design program (all files to be compatible with Microsoft® Operating Systems, the CADD drawing format required for drawings is the AutoCAD® native format DWG file CADD format – See PWGSC National CADD Standard for more details at [Http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html).

All laboratories used for performing analysis must be members of the Canadian Association for Laboratory Accreditation (CALA). If CALA accreditation for a specific parameter is not available, equivalent accreditation bodies will be accepted.

RS 7.1 PREPARATION AND REVIEW

The Consultant shall provide and co-ordinate full professional consulting services required during all phases of project delivery as outlined below but not limited to:

1. Provide engineering design services.
2. Visit the site to be familiar with all conditions of the site that may impact the project.
3. Provide site remediation design.
4. Review Environmental Impact Assessments and ensure that mitigation is properly incorporated into tender documents.
5. Review Environmental Audits/Baseline Studies (for all issues related to real property) and Environmental Site Investigations/Assessments and ensure that the project design captures issues presented here.
6. Review Risk Assessments to determine potential environmental and health implications of identified contaminant impacts may be conducted.
7. Review Contaminated Sites Remediation and other Remediation Action Plans and ensure that project design meets the requirements and objectives of these documents.
8. Review all phases of Environmental Assessments including Infrastructure and Demolition Assessment.
9. Review Hazardous Materials Listing and Identification, Asbestos Sampling and Listing, Environment Sampling and Waste Surveys.
10. Review Geotechnical and Geophysical Investigations.
11. Review Contaminant Characterization and Water Quality, Aquatic and Terrestrial Biota and Wildlife Assessment.
12. Preparation of full set of Tender Documentation including specifications, drawings and Class "A" (Substantive, +/- 5%) cost estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the North.
13. Interpretation and/or adherence to all applicable codes, Environmental, Fire, Health and Safety Requirements, other specific codes or standards.
14. Interpretation and/or adherence to Land and Water Use Licenses.

RS 7.2 DESIGN AND SPECIFICATIONS

The objective of the Construction Documents is to prepare tender ready drawings and specifications, setting forth in detail all the requirements for the construction of the project along with a final Class "A" (Substantive, +/- 5-10%) cost estimate. All specifications are to be completed in accordance with the most recent version of the Canadian National Construction Master Specifications (NMS). Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services.

The Consultant must obtain written authorization from the Departmental representative before proceeding with construction documents.

The Departmental representative will respond to questions from the Consultant as required, review and accept the final the Construction Document progress at 75% and 99% and formally accept documents ready for Tender.

The Consultant will provide the 75% and 99% submissions general requirements as follows but not limited to:

1. Regulatory and detailed analysis
2. Obtain acceptance for submissions (75%, 99% and final)
3. Confirm format of drawings and specifications
4. Clarify special procedures (i.e. phased construction)
5. Submit drawings and specifications at the required stages (75%, 99% and final)

6. Provide written response to all review comments and incorporate them into Construction Documents
7. Advise as to the progress of cost estimates and submit updated cost estimates as the project develops
8. Provide project schedule
9. Prepare a Class "B" (Substantive, +/- 10%) and Class "A" (Substantive, +/- 5%) estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services.

75% Submission Stage Deliverables

The Consultant will provide the 75% submission deliverables as follows but not limited to:

1. Submit the Class "B" (Substantive, +/- 10%) cost estimate.
2. Submit the project schedule.
3. Specifications to be 75% edited with all pertinent sections.
4. 75% drawings to include but not limited to, Aerial Photographs, Site Plan, Demolition Plan, Impacted Areas Plan, Sections and Details, General Notes, Design codes used, Strength and grades of materials used, Special construction requirements.
5. Provide co-ordination of all drawings.

99% Submission Stage Deliverables

The Consultant will provide the 99% submission deliverables as follows but not limited to:

1. Submit written response to PWGSC review on comments made at 75% stage.
2. All working drawings and specifications co-ordinated with the Specifications.
3. Submit the Class "A" (Substantive, +/- 5%) cost estimate. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north.
4. Submit the updated project schedule.
5. Submit 99 % edited specifications.
6. Submit 99% complete set of co-ordinated construction drawings, including details, sections, plans and schedules including information on drawings will fully comply with codes and standards.

RS 7.3 SUBMISSIONS, REVIEW AND APPROVAL PROCESS

The Consultant will provide all required submissions, either to, as identified by the Departmental representative.

The Consultant will provide required sets of Construction Drawings and Specifications to the Departmental representative for review at the 75% and 99% submission stage.

Provide one original set of Construction Drawings and Specifications to the Departmental Representative ready for Tender.

The Consultant will provide deliverables as per the documentation and Submission Standards established by PWGSC outlined in Appendix E. All reference to Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

The purpose of review and approval process is to ensure compliance with the project program, adherence to good design practice and technical quality assurance.

RS 7.4 TENDERING DOCUMENTS

The Consultant will provide the 100% submission deliverables as follows but not limited to:

1. Written response to the Departmental Representative to review comments made at 99% stage
2. All original reproducible drawings and specifications for tendering purposes, 100% reviewed and coordinated, incorporating all PCA comments made at the 99% stage, either in the documents themselves, if time allows, or as an addendum during the tendering period.
3. Submit all drawings and specifications 100% reviewed and co-ordinated for Tender call.
4. Submit all specification sections and an index of specifications. The specifications will consist of typed and edited NMS sections.
5. Submit final project schedule.
6. Submit Revised Class "A" (Substantive, +/- 5%) level cost estimate, if needed. Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services.
7. The Consultant will provide deliverables as per Appendix E.
8. The Consultant will provide submit and obtain formal acceptance on plans and specifications required by Inspection Authorities before Tender call.
9. A set of digitized specifications on CD or DVD disk(s) or by e-mail, in PDF (Portable Document Format), book marked by section and drawing files on CD or DVD disk(s) or by e-mail, in PDF, as requested by the Departmental Representative.

RS 7.5 TENDERING ASSISTANCE

7.5.1 General

PCA will undertake public tendering of the Project. The Consultant's original Tender documents are used to produce sets of prints required for Tender call. The Contract Authority issues all necessary addenda to the recipients of the Tender Documents. Addenda are to be prepared as required, by the Consultant. The Consultant will provide assistance during the tendering process including preparation of addenda and review of tender results (PWGSC carries out the tendering process).

7.5.2 Bidder's Conference

During the tender period, the Contracting Authority may arrange a bidders conference to clarify requirements of the Project.

The Consultant will attend and prepare necessary addenda for issue by the Contracting Authority. Questions arising in such meetings will be answered by written addenda only, issued by the Contracting Authority.

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 Representatives and will publish both questions and answers to all bidders at the same time, and will issue clarifications with publication.

7.5.3 Document Interpretation

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

7.5.4 Addenda

The Consultant will prepare addenda to Tender Documents when necessary for issue by the Contracting Authority.

The Consultant will reissue all drawings and specification upon award if contract incorporating all addenda items.

The Contracting Authority will issue all addenda in writing (no information is to be issued orally), and may issue an addendum by facsimile.

RS 8 SITE SUPERVISION AND CONTRACT ADMINISTRATION SERVICES

RS 8.1 GENERAL

The Consultant will provide Site Supervision and Construction Contract Administration Services as outlined below but not limited to:

- 1 Monitor the progress of Contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports.
- 2 Convey instructions regarding the required standards of workmanship to the Contractor.
- 3 Communicate formally with the Contractor via memorandum form only. When this form is issued, the Consultant will immediately file copies with the Departmental representative.
- 4 Accompany the Departmental representative on inspections and record comments or instructions of the Departmental representative.
- 5 Provide inspection for all aspects of the project, maintaining daily records of all work.
- 6 Attend meetings as required by the Departmental representative.
- 7 Review reports on Health and Safety strategies for stage of work.
- 8 Review and process shop drawings.
- 9 Provide detailed drawings, clarification instruction, Contemplated Change Notices and Change Orders as required.
- 10 Review testing methods, data of inspection/testing agencies.
- 11 Report on Contractors maintaining specified quality and schedules, ensuring that Contractors are monitoring delivery of critical materials and equipment.
- 12 Consider and evaluate any suggestions or modifications to the documents advanced by the contractor and immediately report these to the Departmental representative with written review comments.
- 13 Ensure that the Departmental representative is notified promptly when key pieces and / or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.
- 14 Review and make recommendations on progress claims.
- 15 Verify quantities of materials received and record work progress through photographs.
- 16 Issue interim and final deficiency reports.
- 17 Finalize project documentation and accounts.
- 18 Recommend (if required) in release of holdback upon satisfactory completion.
- 19 Follow-up on any problems identified by the Client arising during the warranty period.
- 20 Prepare and submit as-built drawings and specifications.
- 21 Other reporting as per regulatory agencies.

The Sub-Consultants or Specialty Consultants will be required to perform specialized on-site Inspections as outlined below, but not limited to:

- 1 Environmental Inspection including, but not limited to, supervision of soil excavation activities, collection of samples, inspections, reporting of results, confirmation of compliance to all permits and assistance to the Departmental Representative.

- 2 Geotechnical inspections including, but not limited to, various testing of materials to meet the specifications, compaction testing, supervision of material placements, confirmation of compliance to all permits and assistance to the Departmental Representative.
- 3 Other technical inspections based on the nature of the project including, but not limited to, mine waste chemistry, mine water treatment, confirmation of compliance to all permits/licenses and assistance to the Departmental Representative.

RS 8.2 SITE SAFETY

All projects that are occupied by federal employees are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada.

In addition to the above, the Contractor must comply with provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these "Authorities Having Jurisdiction" relating to construction safety.

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.

The Departmental Representative will adhere to the Contractor's Site Specific Health and Safety Plan. Human Remains, Archaeological Remains and Items of Historical or Scientific Interest The Departmental Representative will notify the Departmental representative immediately if such finds are discovered and obtain further instructions on action to be taken.

RS 8.3 SITE MEETINGS

The Departmental representative will arrange site meetings as defined in specification, throughout the entire construction period. Attendees to include:

- 1 Stakeholders
- 2 PCA in-house staff
- 3 Prime Consultant
- 4 Prime Consultant's Subcontractors and Specialist Consultants as determined by Departmental Representative;
- 5 Contractors and their Consultants and Subcontractors.

The Consultant will attend the meetings, record the issues and decisions and prepare and distribute minutes to all attendees within two (2) days of the meeting.

RS 8.4 PROJECT SCHEDULE

Immediately upon receipt of the Project Schedule from the Contractor, after agreement 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.

Use the schedule as the basis for evaluating the progress of the work, once the Departmental representative has accepted the Contractor's Project schedule.

Record all discrepancies and recommend remedial measures to the Departmental Representative.

Keep accurate records of causes of delays.

Assist the Contractor to avoid delays by providing timely reports and advice.

RS 8.5 RECORDS

When specified by the project documents that a fulltime Resident Engineer is required the Resident Engineer shall keep a daily log recording:

- 1 Weather conditions, particularly unusual weather relative to construction activities in progress.
- 2 Major material and equipment deliveries.
- 3 Daily activities and major work done.
- 4 Health and Safety meetings.
- 5 Start, stop or completion of activities.
- 6 Presence of inspection and testing firms, tests taken and results.
- 7 Unusual site conditions experienced.
- 8 Significant developments, remarks.
- 9 Special visitors on-site.
- 10 Authorities given Contractor to undertake certain or hazardous works.
- 11 Environmental incidents.
- 12 Reports.
- 13 Stop work requests by the Departmental representative.

The Resident Engineer shall keep a daily log of all inspections and shall issue a weekly written report to the Departmental Representative in the form directed.

The Departmental Representative will prepare weekly reports of but not limited to:

- 1 Progress relative to schedule.
- 2 Major activities commencing or completed during the week; main activities now in progress.
- 3 Major deliveries of materials and / or equipment.
- 4 Difficulties which may cause delays in completion.
- 5 Materials and labour needed immediately.
- 6 Cost estimates of work completed and materials delivered.
- 7 Outstanding information or action required by the Departmental representative.
- 8 Work force, including the number of Aboriginal/Inuit working on site.
- 9 Remarks.
- 10 Accidents on-site.
- 11 Life safety or building hazards caused by the work, the Contractor or their agents.

RS 8.6 BUDGET/CASH FLOW

Review 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.

RS 8.7 SHOP DRAWINGS

Review, discuss, record problems and identify agreed remedial action.

Monitor and record the progress of shop drawing review. Record parties designated for action and follow up.

On completion of project, forward three copies of reviewed shop drawings to the Departmental Representative. Verify that shop drawings include the project number and are recorded in sequence.

Verify the number of copies of shop drawings required. Consider additional copies for others such as the Authorities Having Jurisdiction office.

Shop drawings will be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" before returning to the Contractor.

Expedite the processing of Shop Drawings in a timely manner.

RS 8.8 CLARIFICATIONS DURING CONSTRUCTION

The Consultant will provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

Record Contractor's acknowledgement of receipt of all clarifications.

Verify and records whether an impact on cost or schedule may be expected and advise the Departmental Representative.

Provide the Departmental Representative information with any additional detail drawings as and when required to properly clarify or interpret the Contract Documents, in a timely manner.

RS 8.9 WORK MEASUREMENT

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 Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work and record dimensions and quantities.

RS 8.10 INSPECTIONS AND SUPERVISION

The Departmental Representative will provide daily inspections as follows but not limited to:

- 1 Assess quality of work and identify, in writing to the Departmental representative, all defects and deficiencies observed at time of such inspections.
- 2 Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- 3 Any directions, clarifications or deficiency lists will be issued in writing to the Departmental representative, with a copy to the Contractor.
- 4 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.
- 5 Make on-site observations and spot checks of the work to determine whether the work, materials and equipment conform with the Contract Documents and supplementary documentation.
- 6 Advise the Contractor of any deficiencies or unapproved deviations via memorandum and report immediately to the Departmental representative any of these on which the Contractor is/are tardy or refuses to correct.
- 7 Report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.
- 8 Assist in the preparation of all deficiency, interim, preliminary, and final reports in collaboration with the Departmental representative.
- 9 Be responsible for the measurement of all work to be done on a unit-cost basis.
- 10 Be responsible for the measurement of percentage completion of lump sum item.

RS 8.11 SPECIALIZED INSPECTION AND TESTING

Prior to tender, the Consultant must provide the Departmental representative with a recommended list of tests to be undertaken, including on site and factory testing. Include items in agreement specifications as necessary.

The Consultant shall provide testing services as required, distribution of reports, communication lines, etc. Where the Contractor is providing testing services the consultant will review all test results done by the Contractor.

The Consultant must review all test reports and take necessary action with Contractor when work fails to comply with contract requirements. The Departmental representative must be immediately notified when tests fail to meet project requirements and when corrective work will affect the schedule.

RS 8.12 CONSTRUCTION CHANGES

The Consultant does NOT have authority to change the work or the price of the construction 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.

The Consultant must prepare Contemplated Change Notices (CCNs), 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, the Consultant must record time and materials expended.

Changes that affect cost or design or otherwise alter the terms of the agreement must be accepted and approved by the Departmental Representative. Upon approval from the Departmental Representative, quotations must be obtained from the Contractor in detail. Prices are then reviewed and recommendations forwarded to the Departmental Representative.

The Departmental Representative will then provide the CCNs and COs to the Contracting Officer who will issue a final approved CO package to the Contractor, with a copy to Consultant.

RS 8.13 CONTRACTOR'S PROGRESS PAYMENTS

Each month, the Consultant submits a progress claim for work and materials as required in the Agreement. The claims are made by completing the following forms where applicable:

1. Request for Payment.
2. Cost Breakdown for Unit and/or combined Price Contract or Cost Breakdown for Fixed Price Contract.
3. Statutory Declaration: Progress Claim.

The Consultant must determine the amounts owing to the Contractor based on the progress of the work and certify payments to the Contractor.

The consultant must review and sign designated forms and promptly forward claims to the Department Representative for processing. Obtain the following information from Contractor and submit with each progress claim:

1. Updated schedule of the progress of work.
2. Photographs of the progress of the work.

RS 8.14 PAYMENT FOR MATERIALS ON SITE

The Contractor may claim for payment of material on site, but not yet incorporated in work.

Material will be stored in a secure place designated by the Departmental representative.

A detailed list, checked and verified by the Consultant, of materials with supplier's invoice showing price of each item will accompany each claim.

Items will be listed separately on the Detail Sheet showing the breakdown list and total.

RS 8.15 INTERIM INSPECTION

When PCA is satisfied that construction work is substantially complete, they will issue an Interim Certificate of Completion to the Contractor.

Payment to the Contractor requires completion and signing, by the parties concerned, of the following documents:

1. Interim Certificate of Completion
2. Cost Breakdown for Fixed Price Contract
3. Cost Breakdown for Unit or Combined Price Contract
4. Inspection and Acceptance
5. Statutory Declaration: Interim Certificate of Completion
6. Worker's Compensation Board Certificate

The Consultant must verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Departmental Representative for processing.

RS 8.16 FINAL INSPECTION

The Consultant must inform PCA when satisfied that all work under the agreement has been completed, including all deficiency items listed during the Interim Inspection. The Departmental representative reconvenes the Acceptance Board, which makes a final inspection of the project. If everything is satisfactory, the Board makes final acceptance of the project from the Contractor.

The final payment to Contractor requires completion and signing by the parties concerned, of the following documents:

1. Final Certificate of Completion
2. Cost Breakdown for Fixed Price Contract
3. Inspection and Acceptance
4. Statutory Declaration Final Certificate of Completion
5. Cost Breakdown for Unit and/or Combined Price Contract
6. Worker's Compensation Clearance Certificate
7. Trades' Certificates as appropriate

The Consultant must verify that all items are correctly stated and ensure that completed documents and any supporting documents are given to the Departmental representative for processing.

The Consultant shall continue to monitor the situation and communicate with the Departmental Representative to ensure that he/she is aware of any deficiency work being delayed beyond reasonable time frames.

RS 8.17 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

The Consultant must produce as-built drawings for areas that show deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from on-site clarifications. For Design-Build projects, the Design-Build team to submit As-built drawings to be examined by the Owner's Engineer.

Check and verify all as-built records for completeness and accuracy and submit to PCA.

Produce Record Drawings by incorporating As-Built information into project drawings. Electronic versions are required for both Drawings and Specifications.

Submit Record Drawings and Specifications in number and format required by the Agreement within six (6) weeks of final acceptance.

Provide a complete set of final shop drawings and list of changes to specifications.

RS 8.18 POST CONSTRUCTION

All work under the Construction (or Design-Build) Contract carries a standard twelve (12) month warranty commencing on the effective date of the Interim Certificate of Completion. Certain parts of the work, such as joints and bearings, may have extended warranties as specified.

The Contractor is responsible for correcting all defects in the work during the warranty period, except for damage caused by misuse, abuse or neglect by others.

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 and advice to the Departmental Representative.

The Consultant shall provide information and advice during post construction evaluation sessions.

DECLARATION / CERTIFICATION FORM

Appendix "A"

To be completed for each offer.

1. Proponent

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:
Phone #: ()	Fax#: ()
E-Mail:	
Procurement Business Number:	

Type of Organization

- Sole Proprietorship
- Partnership
- Corporation
- Joint Venture

Size of Organization

- Number of Employees _____
- Graduate Architects/
Prof. Engineers: _____
- Other Professionals _____
- Technical Support _____
- Other _____

2. 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)

3. 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.

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.

4. Declaration

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 should be completed and submitted with the proposal, but may be submitted afterwards as follows: if any of these required certifications is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY Appendix "B"

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 _____

TEAM IDENTIFICATION FORMAT

Appendix "C"

For details on this format, please see the SRE section in Appendix "F".

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.

I. Prime Consultant (Offeror):

Firm or Joint Venture Name:

.....

.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

- Senior Project Manager
- Senior Civil Engineer – Environmental
- Senior Environmental Scientist specialized in Biology
- Senior Environmental Scientist – specialized in Chemistry
- Senior Environmental Scientist – specialized in Geology
- Senior Environmental Scientist – specialized in Geophysics
- Senior Geotechnical Engineer
- Senior Environmental Technician
- Senior Risk Assessor

II. Key individuals not already listed under Prime Consultant:

Key Individuals and provincial professional licensing status and/or professional accreditation:

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PRICE PROPOSAL FORM

Appendix "D"

INSTRUCTIONS

This section, when completed, will be considered as the proponent's Financial Offer. Complete for each offer (i.e. geographical zone).

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.
5. **Rates quoted must remain firm for the period of the Standing Offer.** GST/HST, if applicable, is not included and is to be shown as a separate item on any resulting invoice
6. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to:
 - a) 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.
 - b) 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.
 - c) The hourly rate for any given category of personnel cannot be \$0 or nil value.
 - d) Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
7. There will be no extra payment made for overtime.

8. All travel must have the prior authorization of the Project Authority and are subject to government audit.

Travel and Living Expenses: Firms are advised that for travel time and travel-related expenses associated with the delivery of services, the urban centres listed below for each zone, are the major urban centres where the services are to be provided from. Any travel time and travel-related expenses associated with the delivery of services within the limits of these centres are to be calculated as an integral part of the hourly rates. For delivery of services outside of the city limits, travel-related expenses will be paid from the city (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy. (See SC2.)

Geographical Zone	Major Urban Centre (approved T&LE will be calculated from these major urban centres, unless otherwise approved by PCA)
BC, AB	Vancouver, Victoria, Calgary, Edmonton
SK, MB	Saskatoon, Regina, Winnipeg
ON	Toronto, Ottawa
QC	Quebec City, Montreal, Gaspé
NS, NB, NL, L	Moncton, Fredericton, Halifax, Charlottetown, St. John's

9. Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A. Weight Factors are for evaluation purpose only, actual usage may vary.
10. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, PCA will correct the totals to ensure the fairness of the Proposals

Geographical Zone: () British Columbia, Alberta
 (Choose 1) () Manitoba, Saskatchewan
 () Ontario
 () Quebec
 () Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland & Labrador

Name of Proponent: _____

Address: _____

A. Initial Standing Offer Period of 2 Years with 3 Option Years

1. Year 1: Standing Offer Issuance – 31 July 2019 inclusive

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Manager	300	\$	\$
Intermediate Project Manager	200	\$	\$
Junior Project Manager	100	\$	\$
Engineers			
Senior Engineer	65	\$	\$
Intermediate Engineer	205	\$	\$
Junior Engineer	205	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	175	\$	\$
Junior Environmental Scientist	200	\$	\$
Technologists			
Senior Technologist	50	\$	\$
Intermediate Technologist	150	\$	\$
Junior Technologist	150	\$	\$
Technical Personnel			
CADD/Draftsperson	20	\$	\$
Field Technician	50	\$	\$
Administration	40	\$	\$
1. Sub-Total For Evaluation Year 1 Of Standing Offer			\$

2. Year 2: 01 August 2019 – 31 July 2020 inclusive

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Manager	300	\$	\$
Intermediate Project Manager	200	\$	\$
Junior Project Manager	100	\$	\$
Engineers			
Senior Engineer	65	\$	\$
Intermediate Engineer	205	\$	\$
Junior Engineer	205	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	175	\$	\$
Junior Environmental Scientist	200	\$	\$
Technologists			
Senior Technologist	50	\$	\$
Intermediate Technologist	150	\$	\$
Junior Technologist	150	\$	\$
Technical Personnel			
CADD/Draftsperson	20	\$	\$
Field Technician	50	\$	\$
Administration	40	\$	\$
2. Sub-Total For Evaluation	Year 2 Of Standing Offer		\$

3. OPTION YEAR 1: 01 August 2020 – 31 July 2021 inclusive

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Manager	300	\$	\$
Intermediate Project Manager	200	\$	\$
Junior Project Manager	100	\$	\$
Engineers			
Senior Engineers	65	\$	\$
Intermediate Engineers	205	\$	\$
Junior Engineers	205	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	175	\$	\$
Junior Environmental Scientist	200	\$	\$
Technologists			
Senior Technologist	50	\$	\$
Intermediate Technologist	150	\$	\$
Junior Technologist	150	\$	\$
Technical Personnel			
CADD/Draftsperson	20	\$	\$
Field Technician	50	\$	\$
Administration	40	\$	\$
3. Sub-Total For Evaluation	Option Year 1 of Standing Offer		\$

4. OPTION YEAR 2: 01 August 2021 – 31 July 2022 inclusive

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Manager	300	\$	\$
Intermediate Project Manager	200	\$	\$
Junior Project Manager	100	\$	\$
Engineers			
Senior Engineers	65	\$	\$
Intermediate Engineers	205	\$	\$
Junior Engineers	205	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	175	\$	\$
Junior Environmental Scientist	200	\$	\$
Technologists			
Senior Technologist	50	\$	\$
Intermediate Technologist	150	\$	\$
Junior Technologist	150	\$	\$
Technical Personnel			
CADD/Draftsperson	20	\$	\$
Field Technician	50	\$	\$
Administration	40	\$	\$
4. Sub-Total For Evaluation	Option Year 2 Of Standing Offer		\$

5. Option Year 3: 01 August 2021 – 31 July 2022 inclusive

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Manager	300	\$	\$
Intermediate Project Manager	200	\$	\$
Junior Project Manager	100	\$	\$
Engineers			
Senior Engineers	65	\$	\$
Intermediate Engineers	205	\$	\$
Junior Engineers	205	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	175	\$	\$
Junior Environmental Scientist	200	\$	\$
Technologists			
Senior Technologist	50	\$	\$
Intermediate Technologist	150	\$	\$
Junior Technologist	150	\$	\$
Technical Personnel			
CADD/Draftsperson	20	\$	\$
Field Technician	50	\$	\$
Administration	40	\$	\$
5. Sub-Total For Evaluation	Option Year 3 Of Standing Offer		\$

B. Total Evaluated Offer Price

1. Year 1 Sub-Total	\$
2. Year 2 Sub-Total	\$
3. OPTION YEAR 1 Sub-Total	\$
4. OPTION YEAR 2 Sub-Total	\$
5. OPTION YEAR 3 Sub-Total	\$
TOTAL EVALUATED OFFER PRICE <u>EXCLUDING</u> APPLICABLE TAX(ES)	\$

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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..... capacity capacity

END OF PRICE PROPOSAL FORM

Solicitation No. - N° de l'invitation
5P420-18-0078/A

Amd. No. - N° de la modif.

Buyer - l'acheteur
Nathaniel Harrison

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier
Environmental Engineering Services SOA

DOING BUSINESS GUIDE

Appendix "E"

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.

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

Appendix "F"

SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

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

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

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

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

$$\begin{array}{rcl} \text{Technical Rating x 70\%} & = & \text{Technical Score (Points)} \\ \text{Price Rating x 30\%} & = & \text{Price Score (Points)} \\ \hline \text{Total Score} & & \text{Max. 100 Points} \end{array}$$

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

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

- Submit one (1) bound original plus three (3) bound copies of the proposal
- (1) electronic copy of the proposal (PDF format) on a USB thumb drive, CD or DVD
- Paper size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- Double-sided submissions are preferred
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order of the Request for Standing Offer SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

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

- Covering letter
- Table of Contents
- Section Dividers
- CVs (curriculum vitae)
- Declaration/Certifications Form (Appendix A)
- Attestation and Proof of Compliance With Occupational Health and Safety (Appendix B)

- Team Identification Format (Appendix C)
- Integrity Provisions Certifications
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix D)

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

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

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

3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

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

3.1.2 Licensing, Certification or Authorization

The Proponent shall be authorized to provide environmental engineering services and must include an environmental engineer or geoscientist 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 proposed zone:

Geographic Zone	Province(s)
1	British Columbia, Alberta
2	Manitoba, Saskatchewan
3	Ontario
4	Quebec
5	Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland & Labrador

If the Proponent is licensed to practise in only one of the provinces listed in the proposed zone, then that Proponent must be eligible and willing to be licensed in the province(s) in which they are not licensed.

You must indicate current license or how you intend to meet the provincial licensing requirements.

3.1.3 Integrity Provisions – Associated Information

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, including those submitting proposals as a joint venture, must provide the name of the owner. Proponents submitting proposals as societies, firms or partnerships do not need to provide lists of names. If the required names 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 provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for issuance of a

standing offer and award of a contract.

3.1.4 Consultant Team Identification

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

3.2 RATED REQUIREMENTS

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

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

1. *What we are looking for:*
A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.
2. *What the Proponent should provide:*
 - a) scope of services - detailed list of services;
 - b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
 - c) broader goals (federal image, sustainable development, sensitivities);
 - d) risk management strategy;
 - e) project management approach to working with PCA (understanding of PCA management structure, client environment, standing offer process, working with the government in general);

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

1. *What we are looking for:*
 - How the team will be organized in its approach and methodology in the delivery of the Required Services
 - Where will the team be located for the delivery of the Required Services
2. *What the Proponent should provide:*
A description of:
 - a) Roles and responsibilities of key personnel which will perform the majority of the work resulting from the individual Call-ups;
 - b) Assignment of the resources and availability of back-up personnel;
 - c) Management and organization (reporting structure). Provide an Organizational Chart;
 - d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - e) The design technologies which the firm will apply to develop design documents;
 - f) Quality control techniques and coordination of the design work between all required disciplines;
 - g) Demonstration of how the team intends to meet the 'Project Response Time Requirements' in a cost effective and timely manner;
 - h) Conflict resolution methods

3.2.3 Past Experience (Maximum possible points – 30)

1. *What we are looking for:*

Demonstration that over at least the past five (5) years, it or its key personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Proponent's participation in these projects must have involved the scope of services listed in the Required Services (RS) section. Projects may receive higher scores where they involve special characteristics such as difficult site conditions, recalcitrant contaminants, non-trivial remedial technologies, consultation with multiple stakeholders, and remote site locations.

2. *What the Proponent should provide:*

- a) A brief description of six (6) significant projects (program management will not be considered suitable for evaluation) including:
- Two (2) environmental site assessments
 - Two (2) risk assessments
 - Two (2) remediation projects

Projects should involve a range of projects including small and large phased environmental site assessments, ecologic and human health risk assessments, the design and management of site remediation projects and the development of best practices.

For each project, provide the following:

- a) Brief description of the project, the scope of services rendered, project objectives, specific constraints and how they were overcome, deliverables and unique solutions achieved;
- b) the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
- c) Indicate the dates the services were provided for the listed projects;
- d) The success in providing project deliverables within stated quality, budget and schedule requirements;
- e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.
3. The Proponent (as defined in General Instructions GI 1) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.
4. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.4 Key Personnel Expertise and Experience (Maximum possible points – 40)

1. *What we are looking for:*
A demonstration that the Proponent has key personnel as part of the team with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.
2. Key Personnel shall include:
 - Senior Project Manager
 - Senior Civil Engineer specialized in Environmental Assessment and Remediation
 - Senior Scientists - specialized in Biology
 - Senior Scientist – specialized in Chemistry
 - Senior Scientist – specialized in Geology
 - Senior Scientist – specialized in Geophysics
 - Senior Geotechnical Engineer
 - Senior Environmental Technician
 - Senior Risk Assessor.
3. *What the proponent should provide: (for each key personnel)*
 - (a) Short written presentation of each key personnel listed in 3.2.4.2, which will perform a large portion of the work resulting from the individual Call-ups. Each description must clearly indicate the years and type of experience key personnel has in the provision of the services specified in the Required Services (RS) section
 - (b) Identify the personnel's number of years with the firm;
 - (c) Education and professional accreditation; and
 - (d) Accomplishments/achievements/awards.
4. In-house personnel means personnel within the Proponent's organization (see definition of Proponent in General Instructions GI 20). Past expertise and experience of personnel not within the Proponent's (or joint venture Proponent's) organization will not be considered in the evaluation.

3.3 EVALUATION AND RATING

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

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Comprehension of the Scope of Services	1.0	0 - 10	0 - 10
3.2.2 Team Approach / Management of Services	2.0	0 - 10	0 – 20
3.2.3 Past Experience	3.0	0 - 10	0 – 30
3.2.4 Key Personnel Expertise and Experience	4.0	0 - 10	0 – 40
Total			0 - 100

Generic Evaluation Table

PCA Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

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

To be considered further, proponents **must** achieve a minimum weighted rating of sixty (60) out of the hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to proponents not achieving the pass mark of sixty (60) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty (60) points are opened upon completion of the technical evaluation.

To establish the Price Rating, each responsive proposal will be prorated against the lowest evaluated price and the ratio of 30%.

The Price Rating is equal to the applicable percentage to establish the Price Score.

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

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	70	0 - 70
Price Rating	0 - 100	30	0 - 30
Total Score		100	0 - 100

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The proponents submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to a maximum of four (4) Standing Offers, per geographical zone, as outlined in GI02.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

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

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

- Declaration / Certifications Form - completed and signed form provided in Appendix A
- Integrity Provisions – Associated Information - list of directors / owners
- Proposal - 1 original + 3 copies (plus 1 electronic copy)
- Front page of Request for Standing Offer – completed and signed
- Front page of Revision(s) to a Request for Standing Offer – completed and signed

In a separate envelope:

- Price Proposal Form, Appendix D - one (1) completed and submitted in a separate envelope.