



# REQUEST FOR STANDING (RFSO)

## RETURN BIDS TO:

**Parks Canada Agency  
Bid Receiving Unit  
National Contracting Services**

## Bid Email:

[pc.soumissionsest-  
bidseast.pc@canada.ca](mailto:pc.soumissionsest-bidseast.pc@canada.ca)

This is the only acceptable email address for responses to bid solicitation. Bids submitted by email any other email address may not be accepted.

The maximum email file size is **25 megabytes**. PCA is not responsible for any transmission errors. Emails with links to bid documents will not be accepted

## Proposal to: Parks Canada Agency

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

## Comments :

## Issuing Office

Parks Canada Agency  
National Contracting Services  
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Title-Sujet <b>Landscape Architecture services for National Parks and historic sites in the province of Ontario.</b>		
Solicitation No. - No. de l'invitation <b>5P201-20-0047/A</b>	Date: <b>July 13, 2020</b>	
GETS Reference No. – No de reference de SEAG <b>PW-20-00920375</b>	Client Ref. No. – No. de réf du client <b>n/a</b>	
<b>Solicitation Closes – L'invitation prend fin :</b>		
at – à <b>2:00 PM</b>	on – le <b>August 25, 2020</b>	Time Zone - Fuseau horaire <b>EDT - HAE</b>
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b>		
<b>Sheldon Lalonde     <a href="mailto:sheldon.lalonde@canada.ca">sheldon.lalonde@canada.ca</a></b>		
Telephone No. - No de telephone	<b>(343) 585-3836</b>	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction :  See Herein – Voir aux présentes		
<b>TO BE COMPLETED BY THE BIDDER À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE</b>		
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 téléphone:		
Facsimile No. - N° de télécopieur:		
Email – Courriel :		
Signature	Date	

**REQUEST FOR STANDING OFFER (RFSO)**

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## **PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

### **SI 1 ELECTRONIC BID RECEIVING**

BIDS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED BY FAX, IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to bid solicitations is [pc.soumissionest-bidseast.pc@canada.ca](mailto:pc.soumissionest-bidseast.pc@canada.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [pc.soumissionest-bidseast.pc@canada.ca](mailto:pc.soumissionest-bidseast.pc@canada.ca) may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 25 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

### **SI 2 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 3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 4 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, not possessing the required security clearance at time of call up, will be bypassed and PCA will proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

## **PART 2 - GENERAL INSTRUCTIONS TO PROPONENTS (GI)**

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- 

### **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 DEFINITION**

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

**"Applicable Taxes":**

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

**"Consultant Team":**

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

**"Key Personnel":**

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

**"Price Rating":**

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

**"Proponent":**

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

"Evaluation Board":

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

"Technical Rating":

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

## **GI 2 INTRODUCTION**

1. Parks Canada Agency (PCA) is inviting consulting firms with Landscape Architecture and prime consultant services expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services section of this document
2. Proponents shall be licensed or eligible to be licensed to practise in the province indicated in the Required Services (RS 1.). Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last seven (7) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is Parks Canada's intention to authorize up to **five (5) Standing Offers, each for a period of three (3) years with an option to extend the Standing Offer for two (2) additional years** from the date of issuing the Standing Offers. The total dollar value of all Standing Offers is estimated to be **\$5,000,000.00** (Applicable Taxes included).

Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PCA will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

4. This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP) and Canadian Free Trade Agreement (CFTA).
5. 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.

## **GI 3 PROCUREMENT BUSINESS NUMBER**

Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN on line at Supplier Registration Information (<https://srisupplier.contractsCanada.gc.ca/>).

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

1. The Contracting Authority for this Request for Standing Offer is identified in SP7.
2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up.
4. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

## **GI 5 QUANTITY**

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

## **GI 6 PCA OBLIGATION**

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

## **GI 7 RESPONSIVE PROPOSALS**

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

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

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible. **Enquiries should be received no later than ten (10) days prior to the closing date identified on the front page of the Request for Standing Offer** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

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

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by proponents through the GETS;
  - b) in response to the Request for Standing Offer, interested proponents shall submit their proposals using a "two-email" procedure, in which proponents submit the "technical" component of their proposal in one email and the proposed price of the services (price proposal) in a second email 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 one (1) electronic copy (PDF format) of the proposal duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Parks Canada Agency (PCA) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;
  - 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 email 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 attachments, easily identified in accordance with the instructions contained in the proposal document. Both attachment shall be submitted 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 Bid Receiving Unit designated for receipt of proposals is the sole responsibility of the Proponent. Parks Canada Agency will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFOS and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFOS or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **GI 11 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 two distinct attachments), with supporting information required to allow a proper evaluation to be conducted will be accepted.

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

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

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

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

### **GI 14 LICENSING REQUIREMENTS**

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

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

1. Canada may reject a proposal where any of the following circumstances is present:
  - (a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - (b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
  - (c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been

received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;

- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
- (f) with respect to current or prior transactions with the Government of Canada,
  - (i) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - (ii) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

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

#### **GI 16 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 solidarity liable for the performance of any contract resulting from a call-up against the standing offer.

#### **GI 18 LATE SUBMISSIONS**

All submissions received after the closing date and time will be deemed non-responsive. The time and date indicated on the submission email will be considered official.

#### **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 by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Parks Canada Agency (PCA), is provided with the required information.
  4. Financial Information Already Provided to PCA: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PCA with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
    - (a) the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
    - (b) the Proponent authorizes the use of the information for this requirement.

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

## **GI 22 REVISION OF PROPOSAL**

A bid submitted in accordance with these instructions may be revised by letter provided the revision is received by e-mail for the receipt of bids, on or before the date and time set for the closing of bid. The e-mail must be on the Bidder's letterhead or bear a signature that identifies the Bidder. A revision to a unit price bid must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies. 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 shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf), SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

## **GI 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.

## **GI 28 CODE OF CONDUCT FOR PROCUREMENT – PROPOSAL**

The Code of Conduct for Procurement provides that Proponents must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive

### **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 Identified Users
  - SP 7 Authorities
  - SP 8 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.

#### **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 **three (3) 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 two (2), 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 \$500,000.00 (Applicable Taxes, Fees and Amendments included). The call-up limitation includes fees and all related disbursements.

#### **SP 5 CALL-UP PROCEDURE**

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; **30%** of the business for the top ranked consultant, **25%** for the 2nd ranked consultant, **20%** for the 3rd ranked consultant, **15%** for the 4th ranked consultant, and **10%** for the 5th. In the event fewer than five (5) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

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

### **SP 6 IDENTIFIED USERS**

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada Agency  
National Contracting Services

### **SP 7 AUTHORITIES**

#### **1. Contracting Authority**

The Contracting Authority for this Standing Offer is:

#### ***Sheldon Lalonde***

Contracting Advisor (a), National Contracting Services / Chief Financial Officer Directorate  
Parks Canada Agency - 111 Water Street East, Cornwall, Ontario K6H 6S2  
Email: [sheldon.lalonde@canada.ca](mailto:sheldon.lalonde@canada.ca) / Telephone: 613-938-5948  
[www.parks canada.gc.ca](http://www.parks canada.gc.ca) / Government of Canada

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

#### **2. Departmental Authority**

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.

#### **3. Offeror's Representative**

*To be inserted upon Standing Offer issuance.*

### **SP 8 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
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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.

**PART 4 - TERMS AND CONDITIONS**

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

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**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
GC 28	Code of Conduct for Procurement – Standing Offer

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**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 as represented by the Minister of Environment and Climate Change and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**Construction Contract** means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

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

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

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

**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;

**Facility Maintenance Services** means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

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

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

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

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

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

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

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

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

## **GC 2 Interpretations**

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

## **GC 3 Not Applicable**

## **GC 4 Assignment**

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

## **GC 5 Indemnification**

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

## **GC 6 Notices**

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

#### **GC 7 Suspension**

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

#### **GC 8 Termination**

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

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

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

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

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

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

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

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;

(b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and

(c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.

2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

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

### 1. Definitions

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

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

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

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

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

### 2. Identification and Disclosure of Foreground

The *Consultant* shall:

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

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

3. IP Rights Vest with *Consultant*

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

4. Ownership Rights in Deliverables

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

5. Licence to Foreground

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

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

6. Licence to Foreground for Other Projects

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

the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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-licence 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 individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5.
  - (a) The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the Services if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project.
  - (b) The Consultant providing certain pre-design services (e.g. studies, analysis, schematic design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Proposal or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

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

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

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

The *Consultant* declares that:

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

#### **GC 16 Insurance Requirements**

1. General
  - a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
  - b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.

- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverage's additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

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

3. Professional Liability

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

**GC 17 Resolution of Disagreements**

- 1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Standing Offer and subsequent Call-ups:
  - (a) The *Consultant* may give a notice of disagreement to the *Departmental Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
  - (b) The *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *Departmental Representative*; and
  - (c) The *Consultant* and the *Departmental Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *Departmental Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior departmental manager.
- 2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *Departmental Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
- 3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, *Canada* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the *Departmental Representative*.

4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the *Consultant* may make a request to the *Departmental Representative* for a written departmental decision and the *Departmental Representative* shall give notice of the departmental decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) *days* of receipt of the written departmental decision, the *Consultant* shall notify the *Departmental Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the departmental decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by Canada, and departmental *Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

#### **GC 18 Amendments**

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

#### **GC 19 Entire Agreement**

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

#### **GC 20 Contingency Fees**

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

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

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

#### **GC 22 Taxes**

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent - Canada Revenue Agency  
  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

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

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

5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the *Services*.

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

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

#### **GC 25 Performance evaluation - contract**

1. The performance of the Consultant during and upon completion of the services will 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 years from the date of the letter, they receive 50% or less on another evaluation, the Consultant may be suspended from any new Public Works and Government Services Canada (PWGSC) 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 Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.
  - e. When general average is between 30% and 50% and one of the rating is of 5 points or less on any one criterion, a suspension letter is sent to the Consultant indicating that the Consultant is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year from the date of the letter.

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>).

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>.

#### **GC 28 Code of Conduct for Procurement – Standing Offer**

The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.

## **0000DA SUPPLEMENTARY CONDITIONS**

### **SC 1 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 submitted in response to the RFSO.
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.

### **SC 2 Security Requirements**

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.

### **SC 3 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 pre-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.

#### **TP 11 Additional Services**

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

## **9999DA CONSULTANT SERVICES**

### **CS 1 Services**

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

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

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies 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)**

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**RS 01 - INTRODUCTION**

Parks Canada Agency (PCA) is inviting Landscape Architecture consulting firms to submit proposals for the provision of landscape architecture services and prime consultant services. It is Parks Canada's intention to authorize Standing Offers for up to five (5) consulting firms. This procurement will follow a one phase submission process. The selected consultants shall provide a range of landscape architecture services including, but not limited to, investigation and recommendation reports, professional advice on landscape architecture methodology, as well as design and construction services for projects in the province of Ontario. Projects will include maintenance, renovation, rehabilitation and new construction of the following types of landscape architecture:

The planning, form, scale and siting of existing and new developments including but not limited to;

- Campgrounds, Day Use Areas, government lands, and multi-use trails.
- Storm water management including parking lots, rain gardens, green roofs, groundwater recharge, and treatment wetlands
- Parks, botanical gardens, arboretums, greenways, and nature preserves
- Landscape master/area planning, design and options analysis, including accessibility;
- Urban design, town, waterfronts, wharfs, docks, pedestrian schemes, sidewalks and parking lots
- Park facilities (e.g. trails, day use areas, campgrounds, etc). in a rural, farming environment
- Roadways, bridges, boardwalks and alternative crossings over waterbodies, wetlands, roads and rail for vehicles and pedestrians
- Large to small urban renewal planning and design
- Natural park, tourist destination, and recreating historical landscapes, and historic garden appraisal and conservation studies
- Environmental assessment and landscape assessment, planning advice and land management proposals.
- Ecological Design any aspect of design that minimizes environmentally destructive impacts by integrating itself with natural processes and sustainability, for example along highways and parkways with new construction.
- Heritage conservation landscape projects, with respect to National Historic Sites.

- Golf course design and restoration.
- Landscape reclamation, restoration, hydrology and geomorphology;
- Recreation facilities, playgrounds and aquatic environments.

Landscape Architecture and prime consultant services are required, on an as and when basis, for Parks Canada projects. Consulting services are required to assist PCA to provide a range of planning, design and construction supervision services.

The scope of work will vary from project to project, but may include any combination of the services identified as basic services or additional services, including sub-consultant architectural and cost consulting services.

## **RS 02 - PROJECT OBJECTIVES**

### 2.1 General objectives:

- .1 Deliver the project utilizing best practices in support of PCA needs, respecting the approved scope, quality, budget and schedule.
- .2 Keep an open communication with all members of the project delivery team, stakeholders and indigenous partners, where required, throughout all phases of the project life.
- .3 Provide rigorous quality assurance review during the design and construction phases, including the application of value architecture 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, stakeholders and indigenous partners, where required,
- .5 Continuity of key personnel working in a dedicated effort for the project life.

### 2.2 Project delivery approach:

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

### 2.3 Official languages:

- .1 Under this offer, services must be provided in English

## **RS 03 - CONSULTANT SERVICE REQUIREMENTS**

In general, PCA will act as the Project Leader throughout the duration of each project. The Consultant must adhere to the Documentation and Submission Standards established by PWGSC outlined in Appendix “D” of this Request for Standing Offers (RFSO), as may be applicable to each project (Include the Standard – see procurement). All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

The selected consultants shall be expected to provide a full range of relevant landscape architecture and technical services including, but not limited to, planning, design and construction administration services for landscape architecture projects in Ontario. The services may include but not be limited to site investigation, planning, design, and construction supervision.

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

- 3.1.1 The Consultant will be responsible for providing and coordinating full professional Architecture, and Specialist Consultant services as required, from Planning Services to Design and Construction Services. A summary of professional expertise and relevant specialty experience requirements for this Standing Offer Agreement include, but are not limited to the following:

- .1 Budget and Schedule Management Services:
  - Estimating and cost planning/control
  - Scheduling and time planning/control
  - Life Cycle Costing
  
- .2 Landscape Architecture:
  - Planning
  - Surveying
  - Technical investigations
  - Inspections, testing and analysis
  - Geotechnical Investigation
  - Geomorphology and hydromorphology
  - Environmental assessment and monitoring
  - Archaeology

## **3.2 SUMMARY SCOPE OF SERVICES**

3.2.1 At the Project level visit the site to:

- .1 Familiarize the Consultant with all conditions of the site that may impact the design,
- .2 For noted deficiencies, identify a Class 'D' cost estimate.
- .3 Review existing drawings, with respect to major code requirements affecting each project;
- .4 Review legal issue (ie.land ownership, zoning, local bylaws adjacent to property, etc).

3.2.2 Review Project Program.

3.2.3 Traditional design:

- Prepare Schematic Design options (3 minimum), with an outline of the advantages and disadvantages of each, including Class 'C' cost estimates.
- Prepare a final Design Development Report based on the selected Schematic Design, complete with outline specifications and a Class 'B' cost estimate.
- Prepare fully coordinated construction drawings based on the approved Design Development Report, ready for tendering purposes, including a Class 'A' cost estimate;
- Prepare specifications using the latest version of the National Master Specifications (NMS) program. Use only the components relevant to the project, if required by PCA, list all shop drawing submittals required by the contractor.

3.2.4 Design – Build Procurement:

- Prepare preliminary design in order to be able to define scope of Design–Build project, design parameters, constraints, cost, and schedule
- Prepare statement of work for possible RFP (2 Phases) for selection of Design-Build Team.
- If required by PCA, list all shop drawing submittals required by the contractor.

3.2.5 Contract Administration during construction phase

- If required by PCA, facilitate progress meetings between PCA, consultant and contractor
- Review all shop drawing submittals by contractor

3.2.6 Provide information and advice during the tendering process including preparation of addenda and review of tender results;

3.2.7 Provide agreement administration and general architectural and engineering services during construction.

3.2.8 Provide information and advice to the Departmental representative in planning and developing a Risk Management plan.

- 3.2.9 Recommend cost effective 'green construction' materials, equipment, methods and practices that can be incorporated into the project without a significant impact on the project budget.
- 3.2.10 Provide environmental, heritage and archaeological coordination with all disciplines
- 3.2.11 Prepare Maintenance Manuals, as-built documents (drawings and specifications).
- 3.2.12 Provide information, advice and lessons learned during the post construction (or Design–Build) evaluation sessions.
- 3.2.13 Provide warranty, lessons learned and commissioning services

### **3.3 CONSULTANT RESPONSIBILITIES**

#### **3.3.1 Prime Consultant**

- .1 The Prime Consultant is completely responsible for providing and coordinating the work of all professional disciplines and specialist consultant services required, from the Planning stage at the network level to the Design, Construction and the Post Construction Stage at the project level.

#### **3.3.2 Consultant**

- .1 The Prime Consultant and their personnel identified in the completed Team Identification Form.
- .2 The Consultant will be required to maintain its team's expertise for the duration of the Standing Offer Agreement as identified in the bid offer.
- .3 The Consultant will be required to comply with and adhere:
  - .1 to all the requirements in the Standing Offer and Call-up for services,
  - .2 to all commitments made and included in the Consultant's RFSO submission and in the completed Declaration Form.
- .4 The Consultant Team shall be comprised of qualified professional and technical expertise with extensive recent relevant experience capable of providing the services identified in the standing Offer Project Brief and the Call-up for services.

### **3.4 GENERAL SERVICE REQUIREMENTS**

#### **3.4.1 Overview**

- .1 In general, the Departmental Representative will act as the Project Leader from the Planning stage at the network level to the Design, Construction and the Post Construction Stage at the project level. The Consultant must adhere to all the Standards and Guidelines outlined in the Standing Offer, as may be applicable to the projects and scope of work described herein.
- .2 The Consultant shall deliver integrated professional services as required, in distinct stages, as follows:
  - Project Planning Services
  - Pre-Design Services
  - Schematic Design
  - Design Development
  - Construction Documents (Traditional or Design-Build)
  - Tender Call and Bid Evaluation
  - Construction (or Design–Build) and Agreement Administration
  - Post Construction (or Design–Build) Services
  - Electronic as-built drawings and commissioning.
- .3 The outline of deliverables and process, as presented in each Project Brief are intended as a general outline only. It is not exhaustive and does not preclude alternative or supplementary approaches as may be suggested by the Consultant for consideration by the Departmental representative.
- .4 The Consultant shall perform the Services described herein, in accordance with the terms and conditions of the Agreement.

3.4.2 Standard of Care

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

3.4.3 Budget Management Services

- .1 Throughout the project development, the Construction (or Design–Build) Cost Estimate prepared by the Consultant shall not exceed the Construction (or Design–Build) Cost Limit.
- .2 Budget Management Services are required to provide Class D, C, B and A level estimates
- .3 Cost estimating and budget management shall be provided by an experienced professional architect and/or quantity surveyor.
- .4 The Class C and Class B cost estimates shall be submitted in elemental cost analysis format. The standard of acceptance for this format is the current issue of the elemental cost analysis format issued by the Canadian Institute of Quantity Surveyors. The Class A cost estimate shall be submitted in trade cost breakdown format.
- .5 Cost estimates shall have a summary plus full back-up showing items of work, quantities, unit prices and amounts.
- .6 Cost estimates shall also include Life Cycle Cost and Life Cycle Analysis to ensure sustainable design objectives are met.
- .7 In the event that the Consultant considers that the Construction (or Design–Build) Cost Estimate will exceed the Construction (or Design–Build, Construction Management) Cost Limit, the Consultant shall immediately notify the Departmental representative, and
  - .1 if the excess is due to factors under the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Departmental representative, and at no additional cost to Canada, make such changes or revisions to the design as may be necessary to bring the Construction (or Design–Build) Cost Estimate within the Construction (or Design–Build) Cost Limit; or
  - .2 if the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the Departmental representative. Such changes or revisions shall be undertaken by the Consultant at Canada's expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
- .8 If the lowest price obtained by bid process or negotiation exceeds the Construction (or Design–Build) 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 (or Design–Build) cost and shall modify the construction documents as necessary to comply with the Construction (or Design–Build) Cost Limit.

3.4.4 Schedule Management Services

- .1 Schedule Management Services are required to prepare and monitor the project schedule through to the completion of the design (or Design–Build) process and to monitor construction progress. Schedule management shall generally be provided using industry accepted software to provide detailed bar charts and/or critical path schedules.
- .2 Submit in a timely manner to the Departmental representative, for review, a time schedule for the consultant services to be performed, in detail appropriate to the size and complexity of the project, and in a format acceptable to the Departmental representative;
- .3 Cooperate and co-ordinate all schedule information with the General Contractor (or Design–Build), for incorporation into the master schedule during construction.
- .4 Adhere to the approved time schedules and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and submit to the Departmental Representative for approval.

3.4.5 Project Information, Decisions, Acceptances & Approvals

- .1 The Departmental Representative will provide, in a timely manner, project information, written decisions and requests, including acceptances and approvals relating to the Services provided by the Consultant.
- .2 No acceptance 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.

#### 3.4.6 Changes in Services

- .1 Make changes in the Services to be provided for the Project, including changes which may increase or decrease the original scope of Services, when requested in writing by the Departmental representative ; and
- .2 Prior to commencing such changes, advise the Departmental representative of any known and anticipated effects of the changes on the Construction (or Design-Build) Cost Estimate, Consultant fees, Project Schedule, and other matters concerning the Project.

#### 3.4.7 Codes, By-laws, Licenses, Permits

- .1 Comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, review the design with those public authorities having jurisdiction in order that the consents, approvals, licenses and permits required for the project may be applied for and obtained. Prepare applications and related support materials and documents, if Parks Canada needs to make the application directly. .

#### 3.4.8 Provision of Staff and Sub-Consultant Services

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

#### 3.4.9 Project Monitoring Reporting

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

#### 3.4.10 Value Architecture / Analysis

- .1 In the Traditional Design phase of work the Consultants shall:
  - .1 Conduct studies that provide a well-balanced emphasis on total determination of investment value that not only reduce capital and operating costs, but also provide a better overall product.
  - .2 Provide the best alternatives in terms of a value added quality performance, operating costs, environmental issues, etc.
  - .3 Provide these alternatives in addition to the three (3) alternative solutions to be presented for review at the Schematic Design stage of work required in the Standing Offer.
  - .4 Conduct Value Architecture / Analysis studies during the early design stage to allow sufficient time for adoption of recommended alternatives without having any adverse effect on Project schedule.
  - .5 Conduct Value Architecture and Analysis studies using the following or similar acceptable methodology:
    - .a Approach issues in terms of OUTPUTS, rather than INPUTS, i.e., what is to be achieved rather than what needs to be done.



## **RS 04 - PROJECT PLANNING SERVICES**

### **4.1 GENERAL REQUIREMENTS**

The purpose of this stage is to produce the necessary background and ancillary information required to deliver a cohesive, quality project.

- 4.1.1 The following list identifies those reports which are required for the project and must be produced/provided by the Consultant.
- .1 Preliminary Project Reports
    - .1 Feasibility Studies
    - .2 Options, including accessibility
    - .3 Analysis or Assessment
  - .2 Landscape Report
    - .1 Conditions Report
    - .2 Detailed Investigation Report
    - .3 Investigation and Report (I&R)
  - .3 Cost and Scheduling Reports
    - .1 Implementation Strategy and Schedule Report
    - .2 Order of Magnitude (Class D) Cost Report
  - .4 Environmental and Sustainable Design Reports

## **RS 05 - PRE-DESIGN SERVICES (Traditional or Design-Build)**

### **5.1 GENERAL REQUIREMENTS**

- 5.1.1 Obtain written authorization from the Departmental Representative before proceeding with Pre-Design Services (Analysis of Project Requirements).
- 5.1.2 Review and report on all aspects of the project requirements. The Consultant will further review and analyze all available program information, consult with PCA and Authorities having Jurisdiction, and deliver a comprehensive and integrated Pre-Design Report. This report will form the basis for the scope of work for the remainder of the project and will be utilized throughout the project to guide the project delivery.

### **5.2 ROLE OF PCA**

- 5.2.1 PCA will:
- .1 Provide any background reports, technical data and/or heritage data at the time of the call up so the consultant proposal is well apprised of available and missing data;
  - .2 Provide functional program;
  - .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; and
  - .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 Archeological, Environmental Assessments – when and if required

### **5.3 RESPONSIBILITIES OF THE CONSULTANT**

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

- .3 Confirm that all necessary pre-design documentation required for this project is available and confirm that all information is still current and up-to-date. Notify the Departmental representative of any missing and /or out-of-date reports.
- .2 Regulatory Analysis:
  - .1 Review and analyze regulatory and statutory requirements;
  - .2 Identify and verify all authorities having jurisdiction over the project;
  - .3 Identify current applicable codes, regulations and standards; and
  - .4 Prepare Regulatory Analysis section of the "Pre-Design Report"
  - .5 Other
- .3 Program Analysis:
  - .1 review and analyze all available reports, studies and data provided by PCA
- .4 Site Analysis:
  - .1 Review and analyze all available reports, studies and data provided by PCA
    - .1 Existing site conditions;
    - .2 Existing site plans;
    - .3 Subsurface reports (geotechnical, Hydrological reports, drinking water well information, historic land use);
    - .4 Municipal infrastructure: Note any field investigations that will be required to verify and / or confirm existing site utilities and their capacities;
    - .5 Historical site features;
    - .6 Archaeological features;
    - .7 Environmental features, including sustainable design strategy (i.e. storm water);
    - .8 Prepare Site Analysis section of the "Pre-Design Report".
    - .9 New requirement-Environmental Assessment in accordance with Parks Canada's EI process, either in whole or in part
- 5 Budget, Schedule and Risk Analysis:
  - .1 Review and analyze the project budget and schedule data, constraints and opportunities.
  - .2 Advise and recommend budget and schedule modifications and outline risk implications and mitigation strategies,
  - .3 Prepare Class "D" estimate;
  - .4 Prepare risk implications and mitigation strategies; and
  - .5 Prepare Budget, Schedule and Risk Analysis section of the "Pre-Design Report".
- .6 Pre-Design Report
  - .1 Prepare and submit an integrated Pre-Design Report for review and approval by the Departmental representative.
  - .2 Revise as required by the Departmental representative and resubmit for acceptance.
  - .3 The Report will consolidate the "Service Requirements" identified above and will be utilized as the benchmark project control document to monitor progress of the project.
  - .4 The Report will be used as a basis for monthly reporting of progress and will require supplements and modifications to reflect changes in project parameters as may be identified and approved throughout the project life cycle.
- .7 Pre-Design Report Content - The Pre-Design Report shall include but is not limited to the following:
  - .1 Executive Summary
  - .2 The executive summary is intended to provide a summary of the Pre-Design Report and outline any recommendations requiring PCA approval.
  - .3 Regulatory Analysis
  - .4 Program Analysis
  - .5 Site Analysis
  - .6 Building Analysis
  - .7 Budget, Schedule and Risk Analysis
  - .8 Rebuttal to PCA Quality Assurance Report
  - .9 Prepare and submit a written response to all comments provided by PCA.
  - .10 Prepare Preliminary code analysis and Preliminary standards analysis

## **RS 06 - SCHEMATIC DESIGN SERVICES (Traditional or Design-Construct)**

### **6.1 GENERAL REQUIREMENTS**

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

### **6.2 ROLE OF PCA**

- 6.2.1 PCA will:
  - .1 Organize the integrated Design Workshops, if and where necessary;
  - .2 Review and comment on preliminary consultant submissions;
  - .3 Review and provide a quality assurance report on the consultant's Schematic Design Report;
  - .4 Review revisions and consultant rebuttal to the PCA quality assurance report;
  - .5 Review and accept the amended work breakdown structure for the project;
  - .6 Review and accept the final Schematic Design Report;
  - .7 Authorize consultant to proceed to Design Development; and
  - .8 Liaison with PCA staff

### **6.3 RESPONSIBILITIES OF THE CONSULTANT**

- 6.3.1 The Consultant scope and activities shall include but are not limited to the following:
  - .1 Administrative:
    - .1 Manage and provide information and advice during integrated Design Workshops;
    - .2 Confirm quality management process for the consultant.
    - .3 Provide technical and admin support for design workshops, which may include overall organization and logistics.
    - .4 Organize the integrated Design Workshops, if and where necessary;
  - .2 Regulatory:
    - .1 Prepare Preliminary code analysis and Preliminary standards analysis.
  - .3 Site Analysis and Design Options, including accessibility:
    - .1 Prepare site plans including:
      - .1 Site features and restrictions;
      - .2 Influences, and existing structures etc.;
      - .3 Subsurface features;
      - .4 Historical site features;
      - .5 Archaeological features; and
      - .6 Environmental features including sustainable design strategies (i.e. storm water management, landscaping etc.);
  - .4 Budget, Schedule and Risk Analysis:
    - .1 Prepare:
      - .1 Updated budget and Class "C" estimate;
      - .2 Milestone project schedule including allowances for reviews and approvals for each stage of the project life cycle;
      - .3 Risk implications and mitigation strategies; and
      - .4 Updated work breakdown structure;

## **6.4 SCHEMATIC DESIGN REPORT**

- 6.4.1 Schematic Design documents illustrate the functional relationships of the project elements as well as the project's scale and character, based on the final version of the functional program, the schedule and the budget.
- 6.4.2 The consultant shall prepare and submit a Draft Schematic Design Report including a minimum of three options for review and acceptance by the Departmental Representative.
- 6.4.3 Revise as requested by the Departmental Representative and resubmit for formal acceptance.
- 6.4.4 The Report will update the "Pre-Design Report", consolidate the "Service Requirements" identified above and will continue to be utilized as the benchmark project control document to monitor progress of the project. The Schematic Design Report shall be "web enabled".
- 6.4.5 The Consultant shall deliver presentations at sessions arranged by the Departmental Representative.
- 6.4.6 Content - The Schematic Design Report shall include but is not limited to the following:
- .1 Executive Summary
    - .1 The executive summary is intended to provide a summary of the Schematic Design Report and outline any recommendations requiring PCA approval.
  - .2 Regulatory Analysis, including accessibility;
  - .3 Program Analysis and Design Options
  - .4 Site Analysis and Design Options
  - .5 Analysis and Design Options
  - .6 Budget, Schedule and Risk Analysis
  - .7 Rebuttal to PCA Quality Assurance Report
  - .8 Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA

## **RS 07 - DESIGN DEVELOPMENT SERVICES (Traditional only)**

### **7.1 GENERAL REQUIREMENTS**

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

### **7.2 ROLE OF PCA**

- 7.2.1 PCA will:
- .1 Organize the Integrated Design Workshops, if and where necessary;
  - .2 Review and comment on preliminary consultant submissions; and
  - .3 Apply for Treasury Board "Effective Project Approval", if required;
  - .4 Review and provide a report on the consultant's Design Development Report;
  - .5 Review revisions and consultant rebuttal to the PCA quality assurance report;
  - .6 Review and accept the amended work breakdown structure for the project;
  - .7 Review and accept the final Design Development Report; and
  - .8 Authorize consultant to proceed to Construction Documents.

### **7.3 RESPONSIBILITIES OF THE CONSULTANT**

- 7.3.1 The Consultant scope and activities shall include but are not limited to the following:
- .1 Administrative:
    - .1 Manage and provide information and advice during:
      - .1 Integrated Design Workshops;
      - .2 Information exchange meetings;
    - .2 Confirm quality management process for the consultant.
    - .3 Update quality management process for the consultant.
  - .2 Regulatory:
    - .1 Refine, develop and prepare:
      - .1 Detailed code analysis; and
      - .2 Detailed standards analysis;
  - .3 Site Design:
    - .1 Refine, develop and prepare site plans including:
      - .1 Site features and restrictions (i.e. topographical features, climatic influences, setback requirements, easements, existing buildings and/or structures etc.);
      - .2 Subsurface features;
      - .3 Municipal infrastructure, subsurface and above grade services, including capacities and limitations (i.e. storm water drainage, fire protection, domestic water, power, telecommunications etc.);
      - .4 Historical site features;
      - .5 Archaeological features; and
      - .6 Environmental features including sustainable design strategies (i.e. storm water management, landscaping etc.);
      - .7 Writing of Environmental Assessments and provide environment monitoring.
  - .4 Design:
    - .1 The Consultant is responsible for all design activities including but not limited to:
      - .1 Refine develop and prepare detailed design drawings and descriptions;
      - .2 Grading design and vehicular circulation in campgrounds, day use areas, parking lots etc;
      - .3 Fencing, retaining walls, etc;
      - .4 Pavement design;
      - .5 Pavement markings, signing, guide posts, etc;
      - .6 Elevations, sections, special details, etc;
      - .7 Seeding and planting design and details;
      - .9 Drainage design;
      - .10 Sustainable design summary of strategies;
      - .11 Structural design including decks, rock retaining walls, tent pads, stairs, railings, planting beds, welcome structures, signage structures, pedestrian and vehicle road and water crossings, etc.; and
      - .12 Outline specifications, including identification of all components and finishes, and sustainable procurement strategies.
  - .5 Budget, Schedule and Risk Analysis:
    - .1 Prepare Updated:
      - .1 Budget and Class "B" estimate;
      - .2 Project schedule modifications, including allowances for reviews and approvals for each stage of the project life cycle;
      - .3 Risk implications and mitigation strategies; and
      - .4 Work breakdown structure;
- 7.4 DESIGN DEVELOPMENT REPORT**
- 7.4.1 The Consultant shall prepare and submit a Draft Design Development Report for review by the Departmental Representative.
- 7.4.2 Revise as requested by the Departmental Representative.

- 7.4.3 Resubmit for formal acceptance by the Departmental Representative.
- 7.4.4 The Report will update the “Schematic Design Report”, consolidate the scope and activities identified above and will continue to be utilized as the benchmark project control document to monitor progress of the project.
- 7.4.5 The Consultant shall deliver presentations at sessions arranged by the Departmental Representative.
- 7.4.6 The Design Development Report shall include, but is not limited to the following:
- .1 Executive Summary
    - .a The executive summary is intended to provide a summary of the Design Development Report and outline any recommendations requiring PCA approval.
  - .2 Regulatory Analysis
  - .3 Site Design
  - .4 Detailed Design
  - .5 Budget, Schedule and Risk Analysis
  - .6 Rebuttal to PCA Quality Assurance Report
  - .7 Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA.

## **RS 08 - CONSTRUCTION OR DESIGN-BUILD DOCUMENT SERVICES**

### **8.1 GENERAL REQUIREMENTS**

- 8.1.1 The objective of the Construction (or Design-Build) Document stage is to prepare tender ready drawings and specifications or Design-Build statement of work for an RFP, setting forth in detail all the requirements for the construction (or Design-Build) of the project along with a final (Class A) cost estimate.
- 8.1.2 The Consultant must obtain written authorization from the Departmental representative before proceeding with Construction (or Design-Build) Documents.

### **8.2 ROLE OF PCA**

- 8.2.1 PCA will:
- .1 Organize Integrated Design (or Prequalification / RFP for Design-Build) Review Sessions at 50%, and 99% stages through the construction (or Design-Build) document stage, as required;
  - .2 Review and comment on preliminary consultant submissions;
  - .3 Respond to questions from the Consultant as required,
  - .4 Review revisions and consultant rebuttal to the PCA quality assurance report;
  - .5 Review and accept the amended work breakdown structure for the project;
  - .6 Review and accept the final the Construction (or Design-Build) Document progress at 50% and 99%; and
  - .7 Formally accept documents ready for Tender.
  - .8 Liaison with all PCA staff.

### **8.3 RESPONSIBILITIES OF THE CONSULTANT**

- 8.3.1 The Consultant Scope and activities shall include but are not limited to the following:
- .1 Administrative:
    - .a Manage and provide information and advice during integrated Design Review Sessions at the 50% and 99% stages;
    - .b Update quality management process for the consultant.
  - .2 Regulatory:
    - .a Complete detailed standards analysis;
  - .3 Scope and Activities:

- .a Obtain acceptance for submissions (50%, 99% and final)
  - .b Confirm format of drawings and specifications or Design-Build documents
  - .c Clarify special procedures (i.e. phased construction)
  - .d Submit drawings and specifications (or Prequalification / RFP for Design-Build) at the required stages. (50%, 99% and final)
  - .e Provide written response to all review comments and incorporate them into Construction Documents
  - .f Advise as to the progress of cost estimates and submit updated cost estimates as the project develops
  - .g Update the project schedule
  - .h Prepare a final Class 'A' estimate
  - .i Submit all architectural calculations
  - .j Review and approve materials, construction processes and specifications to meet sustainable development objectives.
- .4 Technical and Production Meetings:
- .a Production of construction documents will be reviewed, in requested format, during the meetings arranged by Departmental representative and Consultant.
  - .b Representatives from PCA will be present as arranged by the Departmental Representative.
  - .c Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required.
  - .d Consultant shall arrange for all necessary data, progress prints, etc.
  - .e Prepare and submit a written response to the Departmental Representative, to all comments provided by PCA.

#### **8.4 GENERAL DELIVERABLES**

- 8.4.1 Deliverables identified are typical for most projects, but must be customized by the Consultant for the specific requirements of the project.
- 8.4.2 Completeness of the work should reflect the stage of a submission.
- 8.4.3 Aspects to be included (but are not limited to) are identified below for each submission stage.

#### **8.5 50% SUBMISSION STAGE DELIVERABLES**

- 8.5.1 Traditional:
- .1 Value Architectural Studies.
  - .2 Identify clearly, all NIC items on all drawings and specifications.
  - .3 Submit updated Class B cost estimate and schedule.
  - .4 Report progress on application of Sustainable Development issues.
  - .5 Submit written response to the Departmental Representative to review comments made at the Design Development stage.
  - .6 Specifications: (Traditional)
    - .1 50% edited with all pertinent sections,
    - .2 Confirm review of General Conditions of Agreement and coordination with Division 1.
  - .7 Design:
    - .1 Site plan
    - .2 Sections
    - .3 Elevations
    - .4 Preliminary details
    - .5 General notes
  - .8 Structural:
    - .1 design, design details, and structural plans in consultation with structural engineers

##### **8.5.2.1 Design-Build:**

- .1 Submit written response to the Departmental Representative to review comments made at the Design Development stage.
- .2 Prepare a Class "C" estimate
- .3 Prepare 100% Phase 1 and 50% RFP documents for Design-Build projects as Tender for Phase 1 will proceed before Phase 2 documents are completed.

## **8.6 99% SUBMISSION DELIVERABLES**

### **8.6.1 Traditional:**

- .1 Submit written response to the Departmental Representative to review comments made at 50% stage.
  - .1 All working drawings and specifications - fully complete.
  - .2 All Drawings and Specifications to be signed and sealed.
  - .3 Submit a final report on the application of Sustainable Development principles and strategies for the project.
  - .4 Submit one copy of updated Cost Plan, Class "A" level ( $\pm 5\%$ ) project cost estimate.
  - .5 Submit one copy of updated Project Schedule
  - .6 Information on drawings must fully comply with codes, federal standards and all other requirements in the consultant agreement.
- .2 Specifications:
  - .1 99 % edited specifications
  - .2 Written contributions specific to the tender form and invitation to Tender, as may be required.
  - .3 Complete set of co-ordinated construction drawings suitable for tender call, including all details.
  - .4 Provide final code review.
  - .5 Complete coordination to provide 99% completion

### **8.6.2 Design-Build:**

- .1 Submit written response to the Departmental Representative to review comments made at 50% stage.
- .2 Prepare a Class "B" level cost estimate
- .3 Prepare 100% RFP Phase 2 documents for Design-Build projects

## **8.7 100% SUBMISSION STAGE – FINAL TENDER DOCUMENTS**

### **8.7.1 Traditional (Submit):**

- .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 All specification sections and an index of specifications. The specifications shall consist of typed and edited NMS sections.
- .4 Updated project implementation schedule.
- .5 Revised Class "A" level cost estimate,
- .6 A set of digitized specifications on digital storage device or by e-mail, in PDF (Portable Document Format), book marked by section and drawing files on digital storage device or by e-mail, in PDF, as requested by the Departmental Representative.
- .7 Any plans and specifications required by Inspection Authorities before tender call.

### **8.7.2 Design-Build (Submit):**

- .1 Written response to the Departmental Representative to review comments made at 99% stage.
- .2 Revised Class "B" level cost estimate
- .3 100% RFP Phase 2 documents for Design-Build projects including a Class "A" estimate immediately after closing of Phase 1: Prequalification

## **RS 09 - TENDERING SERVICES**

### **9.1 GENERAL REQUIREMENTS**

- 9.1.1 PCA will undertake public tendering of the Project.
- 9.1.2 The Consultant's original Construction (or Design-Build) Documents are used to issue to the Government Electronic Tendering System (GETS) and/or to produce sets of prints required for tender call.
- 9.1.3 After printing, the originals are retained by PCA and the Consultant is provided with sets of prints as needed, for use by the Consultant during the bidding period.

### **9.2 BIDDERS CONFERENCE**

- 9.2.1 During the tender period, the Contracting Authority may, at the request of a potential offeror, arrange a Bidders Conference to clarify its requirements.
- 9.2.2 The Consultant, their Sub-Consultants, as well as essential Specialist Consultants, must attend and prepare any resulting technical addenda for issue by the Contracting Authority.
- 9.2.3 Questions arising in such meetings will be answered by written addenda only, issued by the Contracting Authority.
- 9.2.4 All enquiries from bidders during the tender period shall be forwarded immediately to the Contracting Authority named on the front page of the Invitation to Tender, without providing any information to the inquirers. The Contracting Authority will obtain technical answers through the Departmental Representative and will publish both questions and answers to all bidders at the same time, and will issue clarifications without publication.

### **9.3 DOCUMENT INTERPRETATION**

- 9.3.1 Provide the Departmental Representative with all information required by tenderers to fully interpret the Construction (or Design-Build) Documents, including sample boards, colour boards and other special reports.

### **9.4 ADDENDA**

- 9.4.1 Addenda to Tender Documents are to be prepared, as required, by the Consultant and submitted to the Departmental Representative.
- 9.4.2 Addenda to Tender Documents are issued through the Contracting Authority to all recipients of the Tender Documents.
- 9.4.3 The Contracting Authority will issue all addenda in writing (no information is to be issued orally), and may issue an addendum by electronic format.
- 9.4.4 Normally, addenda are issued no later than seven working days before the tenders close.

### **9.5 TENDER OPENING (Traditional)**

- 9.5.1 Tenders are opened at the location stated in the advertisement.

### **9.6 PRICE NEGOTIATION (Traditional)**

- 9.6.1 If the low bid exceeds the Consultant's final Construction Cost Estimate (Class 'A' level) by more than 5%, PCA may negotiate with the low tenderer to reduce the price to an acceptable level without making fundamental changes to the scope of work.

- 9.6.2 If price reduction involves changes in the scope of work the Consultant shall:
- .1 Advise the Departmental Representative which items can be changed and the reduction in cost to be expected by negotiation.
  - .2 Meet with the Contracting Officer, the Departmental Representative and the low tenderer, as required to provide information and advice during the negotiations.

**9.7 RE-TENDERING (Traditional)**

9.7.1 If no satisfactory reduction can be negotiated with the low tenderer or if the desired price reduction entails significant changes in the scope of work or the character of the design, PCA may re-tender the Project.

9.7.2 If the Project has to be re-Tendered, the Consultant shall provide advice and information to the Departmental Representative as requested.

**9.8 REWORK (Traditional)**

9.8.1 Revise or amend the Construction Documents as required to bring the cost of the work within the limits stipulated.

**9.9 PHASE 1 RATING (Design-Build)**

9.9.1 Consultant to be member(s) of the team rating the proponent's qualifications and experience

**9.10 PHASE 2 RATING (Design-Build)**

9.10.1 Consultant to be member(s) of the team rating the proponent's design proposal and project delivery management proposal

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

**10.1 GENERAL**

10.1.1 Monitor the progress of the Contractors' work, compliance with all drawings and specifications, time schedules, quality standards and progress reports, through resident site supervision during the construction period.

10.1.2 Review reports on Health and Safety strategies for construction stage of work.

10.1.3 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.

10.1.4 For Design-Build project, review Design documents submitted by Design-Build Team in accordance with the terms of the Contract to verify compliance with design parameters specified, submit findings and make recommendations to PCA. Reviews to occur at different stages as specified in the Contract.

10.1.5 Review and process shop drawings.

10.1.6 Provide to the Departmental Representative, detailed drawings, clarification advice, contemplated change orders and change orders as required.

10.1.7 Provide quality assurance testing.

10.1.8 Report on contractors maintaining specified quality and schedules, ensuring that contractors are monitoring delivery of critical materials and equipment.

- 10.1.9 Review and make recommendations on progress claims.
- 10.1.10 Issue interim and final deficiency reports.
- 10.1.11 Finalize project documentation and accounts.
- 10.1.12 Recommend (if required) the release of holdback upon satisfactory completion.
- 10.1.13 Follow-up on any problems identified by the Client arising during the warranty period.

## **10.2 CONSTRUCTION SAFETY**

- 10.2.1 All construction (or Design-Build) 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. Fire safety provisions during construction must comply with FCC Standard 301, administered by the Fire Protection Engineer.
- 10.2.2 In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these "Authorities Having Jurisdiction" relating to construction safety.

## **10.3 PROJECT MEETINGS**

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

## **10.4 PROJECT SCHEDULE**

- 10.4.1 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.
- 10.4.2 Use the schedule as the basis for evaluating the progress of the work, once the Departmental representative has accepted the Contractor's Project schedule.

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

10.4.4 Keep accurate records of causes of delays.

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

#### **10.5 BUDGET/CASH FLOW AT EACH MEETING.**

10.5.1 Review the value of progress of work against the approved cost breakdown. When each trade is regularly reviewed against the Project Schedule and the cost breakdown, it quickly becomes apparent whether the Contractor is on budget and is generating the appropriate cash flow for the work.

10.5.2 Record all discrepancies and agreed remedial measures.

#### **10.6 DESIGN ( Design-Build only)**

10.6.1 Review and comment Design documents or Drawings submitted by the Contractor

10.6.2 Chair Design meetings with Contractor, his consultants and PCA.

#### **10.7 SHOP DRAWINGS**

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

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

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

10.7.4 Verify the number of copies of shop drawings required. Consider additional copies for others such as Fire Protection Engineer's offices.

10.7.5 Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.

10.7.6 Expedite the processing of Shop Drawings in a timely manner.

#### **10.8 CLARIFICATIONS DURING CONSTRUCTION (Traditional)**

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

10.7.2 Record contractor's acknowledgment of receipt of all clarifications.

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

10.7.4 Provide to the Departmental Representative, any additional detail drawings, as and when required, to properly clarify or interpret the agreement documents, in a timely manner.

#### **10.8 WORK MEASUREMENT**

10.8.1 If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.

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

## **10.9 INSPECTIONS AND SUPERVISION**

10.9.1 Provide nonresident and resident inspection services by qualified personnel to verify compliance with agreement documents. These personnel must be fully knowledgeable with technical and administrative requirements of project.

10.9.2 It is required that fully qualified, experienced Inspection and Supervision personnel play a major role in the inspection and monitoring of the detailed project. The resident inspector specialist shall provide consultant inspection services from commencement of the project construction stage through to the commissioning of the project.

10.9.3 The resident inspector shall be a professional licensed to provide the necessary professional services to the full extent that may be required by provincial law in the province of the project. The resident inspector can also be a resident construction inspection technologist with a minimum of 10 years of relevant recent experience under the supervision of a professional architect.

10.9.4 Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.

10.9.5 The resident inspector shall inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Design Consultant and the Project Leader any discrepancies between the work, the agreement documents and accepted construction procedures.

10.9.6 Immediately after the award of the Construction contract and before work begins on site, the resident inspector will attend and take minutes of the pre-construction meeting. The Consultant should also attend this meeting.

10.9.7 Assess quality of work and identify, in writing to the Departmental representative, all defects and deficiencies observed at time of such inspections.

10.9.8 Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.

10.9.9 Any recommendations, clarifications or deficiency lists shall be issued in writing to the Departmental representative, with a copy to the Contractor.

10.9.10 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.

10.9.11 The resident inspector shall keep a daily log recording weather activities, major material and equipment deliveries, daily activities and major work done, start, stop or completion of activities, unusual site conditions, special visitors on site, authorities given contractor to undertake certain or hazardous work, environmental incidents, health and safety notices and incidents, reports, instructions from Appropriate Authorities Response Actions.

10.9.12 The resident inspector shall keep a daily log of all his inspections and shall issue a weekly written report to the Project Leader in the form directed.

10.9.13 The Consultant is responsible for recording any and all changes from the original agreement on a marked-up hard copy of drawings and then at the end of the project check and verify the changes with the Contractor and after that Consultant provide electronic version of the As-Build drawings.

10.9.14 In the case of emergency where safety of persons or property is concerned, or work is endangered by the actions of the Contractor or the elements, to safeguard the interests of PCA, the Resident

inspector shall give immediate written notice to the Project Leader and to the Contractor of the possible hazard. The Resident inspector shall, if necessary, stop the work to protect the safety of the workers or Crown property or give orders for remedial work, and contact the Design Consultant immediately for further instruction.

10.9.15 The Resident inspector shall not: Authorize deviations from the agreement documents; approve shop drawings or samples; accept any work or portions of the project; enter into the area of the responsibility of the Contractor's Field Superintendent; stop the work unless convinced that an emergency exists as noted above; authorize any payments.

#### **10.10 CONSTRUCTION (or DESIGN-BUILD) CHANGES**

10.10.1 The Consultant does NOT have authority to change the work or the price of the Agreement. Approved Change Orders must be issued to cover all changes, including those NOT affecting the cost of the project, such as schedule, substitutions, etc.

10.10.2 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.

10.10.3 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.

10.10.4 The Departmental Representative will then issue the CCNs and COs to the Contractor, with a copy to Consultant.

10.10.5 The practice of "trade offs" is not allowed.

#### **10.11 CONTRACTOR'S PROGRESS PAYMENTS**

10.11.1 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 Design payment (Design-Build)
- .2 Request for Construction Payment
- .3 Cost Breakdown for Unit and/or combined Price Contract
- .4 Cost Breakdown for Fixed Price Contract
- .5 Statutory Declaration: Progress Claim

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

10.11.3 The Consultant must review and sign designated forms and promptly forward claims to the Departmental representative for processing. Obtain the following information from the Contractor and submit with each progress claim:

- .1 Updated schedule of the progress of work

#### **10.12 PAYMENT FOR MATERIALS ON SITE**

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

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

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

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

### **10.13 TESTING**

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

10.13.2 The Consultant shall provide testing services as required, distribution of reports, communication lines, etc.

10.13.3 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.

### **10.14 PROTOTYPES, MOCKUPS AND SAMPLE INSTALLATIONS**

10.14.1 Specify explicitly the need for prototypes, mockups and sample installations where required to gain installation knowledge and specialized testing of technically advanced assemblies.

10.14.2 Ensure that specifications are very clear on full requirements for such prototype work including:

- .1 Specify time frames and weather conditions under which this work will be carried out.
- .2 Note area on site plan where this is to be done.
- .3 Bring this item to the attention of the Contractor at construction start meeting, and approve his/her methodologies and time frames for such work.
- .4 Involve all necessary consulting disciplines, trades/suppliers/product manufacturers and testing authorities, for a comprehensive review of the requirements and scheduled installation.
- .5 Note where necessary, requirements for submitting of shop drawings and samples well in advance, so as not to disrupt project work schedule.

10.14.3 Ensure sufficient observation reports, photos or videos of work undertaken are available to avoid misunderstandings at a later stage.

### **10.15 INTERIM INSPECTION**

10.15.1 When PCA is satisfied that the construction work is substantially complete, they will issue an Interim Certificate of Completion to the Contractor; provided that the work remaining to be done under the contract is, in the opinion of the Departmental representative, capable of completion or correction at a cost of not more than:

- .1 3% of the first \$500,000, and
- .2 2% of the next \$500,000, and
- .3 1% of the balance of the value of the contract at the time this cost is calculated.

10.15.2 Payment to 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

10.15.3 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.

### **10.16 FINAL INSPECTION**

- 10.16.1 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.
- 10.16.2 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
- 10.16.3 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.
- 10.16.4 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.
- 10.17 RECORD (AS-BUILT) DRAWINGS AND SPECIFICATIONS**
- 10.17.1 On Traditional projects, following the takeover, 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 Architect.
- 10.17.2 Check and verify all as-built records for completeness and accuracy and submit to PCA.
- 10.17.3 For Traditional projects, produce Record Drawings by incorporating As-Built information into project drawings. Electronic versions are required for both Drawings and Specifications.
- 10.17.4 For Traditional projects, submit Record Drawings and Specifications in number and format required by the Agreement within six (6) weeks of final acceptance.
- 10.17.5 For Traditional projects, provide a complete set of final shop drawings, list of changes to specifications and as-builts.

## **RS 11 - POST CONSTRUCTION SERVICES**

### **11.1 GENERAL**

- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 The Departmental representative will promptly notify the Consultant in the event that defects or alleged defects appear in the work of the Contractor.
- 11.1.4 The Consultant shall investigate all defects and alleged defects in the work promptly and issue appropriate information and advice to the Departmental Representative.

11.1.5 The Consultant shall provide information, advice and lessons learned during post construction evaluation sessions.

## **11.2 TEN-MONTH WARRANTY INSPECTION**

11.2.1 Ten months after take over, at the request of the Departmental representative, the Consultant must arrange a ten-month warranty review of the Project.

11.2.2 Prepare deficiency lists for the Contractor's correction.

11.2.3 Inform Project Leader in writing when all items listed on the ten-month Warranty Inspection Certificate have been completed satisfactorily.

## **11.3 FINAL WARRANTY REVIEW**

11.3.1 Conduct a final warranty review at the request of the Departmental representative, prior to the expiry of the warranty period. Prepare deficiency lists for the Contractor's correction.

11.3.2 Inform the Project Leader in writing when all deficiencies listed on the final warranty review deficiency list have been corrected.

## **RS 12 - PROJECT ADMINISTRATION REQUIREMENTS**

### **12.1 PROJECT MANAGEMENT**

12.1.1 The Departmental Representative assigned to the project is the Project Leader.

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

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

### **12.2 LINES OF COMMUNICATION**

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

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

### **12.3 MEDIA**

12.3.1 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.

### **12.4 GENERAL DELIVERABLES**

12.4.1 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.

12.4.2 Electronic format shall be as follows:

<b>Deliverable</b>	<b>PCA</b>
.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
- .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.

## **12.5 ACCEPTANCE OF CONSULTANT DELIVERABLES**

- 12.5.1 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.
- 12.5.2 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.
- 12.5.3 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.

## **12.6 COORDINATION WITH SUB-CONSULTANTS**

- 12.6.1 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

## **12.7 PROJECT RESPONSE TIME**

- 12.7.1 Key personnel of the consultant and sub-consultants or specialist firms must be personally available to attend meetings or respond to inquiries within one (1) working day, unless otherwise agreed to differently.

## **12.8 DESIGN MEETINGS**

- 12.8.1 The Departmental Representative will arrange meetings generally every two weeks throughout the design and tendering stages of the project, for representatives from:
  - .1 Parks Canada Agency,
  - .2 Consultants.
- 12.8.2 Meetings will normally be by conference calls. On occasions face to face meetings will be required.

- 12.8.3 The Consultant shall:
- .1 Attend the meetings,
  - .2 Record the issues and decisions,
  - .3 Prepare and distribute minutes within 24 hours of the meeting.
- 12.8.4 Standing agenda items shall include: schedule, cost, risk, quality, human safety, sustainable development and ecology.
- 12.8.5 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 24 hours' notice.

## **12.9 CONSTRUCTION MEETINGS**

- 12.9.1 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 required
  - .3 Consultants,
  - .4 Contractor.
- 12.9.2 Meetings will normally be held on site, at the contractor's site office.
- 12.9.3 The Consultant shall:
- .1 Attend meetings,
  - .2 Record the issues and decisions and prepare and distribute minutes within 24 hours of the meeting

## **12.10 PCA QUALITY ASSURANCE / VALUE FOR MONEY REVIEWS**

- 1.10.1 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, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- 1.10.2 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.

## **RS 13 - PROJECT PARTICIPANTS**

### **13.1 FEDERAL PROJECT TEAM**

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

## **RS 14 - SUBMISSIONS, REVIEW AND APPROVAL PROCESS**

### **14.1 SUBMISSIONS:**

- 14.2.1 Provide all required submissions, either to, or as identified by the Departmental Representative.
- 14.2.2 Provide a draft report to the Departmental Representative for review at the Integrated Design sessions, at the 99% completion of the Pre-design, Schematic Design and Design Development stages.
- 14.2.3 Provide required sets of Construction Drawings and Specifications to the Departmental representative for review at the Integrated Design sessions, at 50% and 99% stages.
- 14.2.4 Provide one original set of Construction Drawings and Specifications to the Departmental representative ready for Tender.

### **14.3 PCA DESIGN REVIEW COMMITTEE**

- 14.3.1 The purpose of review and approval process is to ensure compliance with the project program, adherence to good design practice and technical quality assurance.
- 14.3.2 The Departmental representative will schedule review sessions by the committee at the completion of The Schematic Design stage and the Design Development stage.

### **14.4 OTHER AUTHORITIES HAVING JURISDICTION**

- 14.4.1 Although the Federal Government does not formally recognize jurisdiction at other levels of government, voluntary compliance with the requirement of these other Authorities is a requirement unless otherwise identified by the Departmental Representative.
- 14.4.2 Codes, regulations, by laws and decisions of authorities having jurisdiction will be observed. In cases of overlap, the most stringent will apply. The Consultant shall identify other jurisdictions appropriate to the project.
- 14.4.3 PCA will voluntarily comply with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations.

## **PART 6 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

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

### **SRE 1 GENERAL INFORMATION**

#### **1.1 Reference to the Selection Procedure**

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

#### **1.2 Submission of Proposals**

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposals", General Instructions (GI 10). Canada reserves the right to verify any information provided, but is under no obligation to do so.

#### **1.3 Calculation of Total Score**

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

Technical Rating x 85%	=	Technical Score (Points)
<u>Price Rating x 15%</u>	=	<u>Price Score (Points)</u>
Total Score		Max. 100 Points

### **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) signed electronic copy (PDF format) of the proposal – Technical submission
- Submit one (1) signed electronic copy (PDF format) of the Price Proposal Form
- Paper size should be - 216mm x 279mm (8.5" x 11")
- Maximum font size - 10 point Arial 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, graphics and Curriculum Vitae) to be submitted for the Rated Requirements under SRE 3.2 is **thirty-five (35)** pages.

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

- Covering letter
- Table of Contents

- Section Dividers
- Declaration/Certifications Form (Appendix A)
- Integrity Provisions –Required Documentation
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document
- Price Proposal Form (Appendix B)

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

### **SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

#### **3.1 MANDATORY REQUIREMENTS**

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

##### **3.1.1 Declaration/Certifications Form**

Proponents must complete, sign and submit Appendix A, Declaration / Certifications Form as required.

##### **3.1.2 Licensing, Certification or Authorization**

Proponents, 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 Ontario**.

- a) The Proponent must indicate current license and how you intend to meet the provincial licensing requirements.

##### **3.1.3 Integrity Provisions – Required documentation**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **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 3a**.

##### **3.1.4 Consultant Team Identification and Experience**

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

The proponent and team members must meet the minimum experience shown below:

<b>#</b>	<b>Description</b>	<b>Minimum Experience</b>
<b>1</b>	Project Manager	P. Arch, P. Lan Arch or P. Eng. with a minimum. of 15 years of directly related experience
<b>2</b>	Senior Landscape Architect	P. Land Arch with a minimum of 15 years of directly related experience
<b>3</b>	Intermediate Landscape Architect	P. Land Arch with a minimum of 10 years of directly related experience
<b>4</b>	Senior Landscape Architect Technologist	B. Arch with minimum 15 years of directly related experience or relevant equivalent

<b>5</b>	Intermediate Landscape Technologist	Minimum 5 years of directly related experience
<b>6</b>	Senior Environmental Scientist	P.Biol. or B. Sc. In Environmental Science with Minimum 15 years of directly related experience
<b>7</b>	Senior Geotechnical Engineer	Minimum 10 years of directly related experience or relevant equivalent
<b>8</b>	Senior Archaeologist	Bachelor of Archaeology with 8 years of directly related experience
<b>9</b>	Senior Civil Engineer	P. Eng with a minimum of 15 years of directly related experience
<b>10</b>	Surveyor	Minimum 5 years of directly related experience
<b>11</b>	Drafting – Auto Cad Technologist	Technologist with a minimum of 5 years of directly related experience
<b>12</b>	Senior Site Inspector	Minimum 10 years of related experience

### 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 that can be done by the consultant;
  - (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, protection of natural and cultural resources);
  - (d) risk management strategy;
  - (e) project management approach to working with Parks Canada (understanding of Parks Canada mandate specific to protected areas in Ontario and management structure, 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; The key personnel for which roles and responsibilities shall be described are: **Project Manager, Senior Landscape Architect, Intermediate Landscape Architect, Senior Civil Engineer, Senior Environmental Scientist, and Senior Archaeologist.**
  - (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) Quality control techniques;
- (f) Demonstration of how the team intends to meet the 'Project Response Time Requirements' ;
- (g) Conflict resolution.

### 3.2.3 Past Experience (Maximum possible points – 40)

1. *What we are looking for:*  
Demonstration that over at least the past seven (7) years, the proponent 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 should have involved the scope of services listed in the Required Services (RS) section.
2. *What the proponent should provide:*
  - (a) A brief description of a maximum of;
    - 1) one (1) National Park or Provincial Park major landscape project.** A project that included site assessment, concept development, planning, detailed design and construction administration;
    - 2) one (1) Campground site Assessment and concept development** with detailed design and construction Administration project;
    - 3) one (1) urban municipal landscape architecture project** that included site assessment, concept development, planning, detailed design and construction administration.
    - 4) one (1) Waterfront project, that included a wharf, dock and associated infrastructure.** Work includes, site assessment, detailed design, and construction administration;
    - 5) one (1) project in a rural area,** including consideration of neighbouring agricultural operations and context, site assessment, concept development, planning, detailed design and construction administrationThese projects have to be relevant to this RFSO, and completed over the last seven **(7) years** by the firm, or its key personnel;
  - (b) For the above projects, include the names of key personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;
  - (c) Indicate why each project is relevant to this RFSO.
  - (d) Indicate the dates the services were provided for the listed projects;
  - (e) Scope of services rendered, project objectives, constraints and deliverables; and
  - (f) 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 20) 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 – 30)

1. *What we are looking for:*  
A demonstration that the Proponent has key personnel 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 the **Project Manager, Senior Landscape Architect, Intermediate Landscape Architect, Senior Civil Engineer, Senior Environmental Scientist, and Senior Archaeologist.**
3. *What the Proponent should provide:*

- a) submit c.v.'s of key senior personnel. Each curriculum vitae should clearly indicate the years of experience the senior personnel have in the provision of the services specified in the Required Services (RS) section; and
- b) Identify the personnel's years of experience, the number of years with the firm; and
- c) professional accreditation; and
- d) accomplishments/achievements/awards.

### 3.3 EVALUATION AND RATING

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

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

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.**

#### Generic Evaluation Table

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

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

		related to this requirement	to this requirement		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

**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. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

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

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

**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	85	0 - 85
Price Rating	0 - 100	15	0 - 15
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

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 **five (5)** Standing Offers.

**SRE 6 - SUBMISSION REQUIREMENTS - CHECKLIST**

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

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

**Attachment #1 shall contain:**

- o Declaration / Certifications Form - completed and signed form provided in Appendix A
- o Proposal - one (1) electronic signed copy (PDF format)
- o Front page of Request for Standing Offer

- Front page of Revision(s) to a Request for Standing Offer

**Attachment #2 shall contain:**

- Price Proposal Form - one (1) electronic signed copy (PDF format)
- Integrity Provisions – Required documentation – **as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable**, in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions to Proponents (GI), Integrity Provisions – Proposal, **section 3b**.

**APPENDIX "A" – DECLARATION / CERTIFICATIONS FORM**

**Name of Proponent:**

**Street Address:**

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

**City:**

**City:**

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

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

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(    )

**Fax Number:**    (    )

**E-Mail:**

**Procurement Business Number:**

---

**Type of Organization**

**Size of Organization**

\_\_\_ Sole Proprietorship

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

\_\_\_ Partnership

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

\_\_\_ Corporation

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

\_\_\_ Joint Venture

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

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

Other \_\_\_\_\_

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## Declaration / Certifications Form (page 2 of 5)

### Federal Contractors Program for Employment Equity - Certification

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

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

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

Complete both A and B.

A. Check one of the following:

- A1. The Proponent certifies having no work force in Canada.
  - A2. The Proponent certifies being a public sector employer.
  - A3. The Proponent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
  - A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Proponent certifies having a combined workforce in Canada of 100 or more employees; and
- A5.1. The Proponent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

**OR**

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

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

### Former Public Servant (FPS) - Certification

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

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.

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

**Name of Proponent:**

\_\_\_\_\_

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

Education, Professional Accreditation and Experience:

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

**DECLARATION:**

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

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

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

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

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

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

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

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

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

This Appendix A shall 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.

**APPENDIX "B" - PRICE PROPOSAL FORM**

**INSTRUCTIONS**

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. Fixed hourly rates for each Category of Personnel are to be provided in columns B, C and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.
6. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, PCA will correct the totals to ensure the fairness of the Proposals.
7. The hourly rates identified will be for the duration of the Standing Offer.
8. There will be no extra payment made for overtime.
9. 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 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 a 100 km limit of these centers** 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 closest city (with prior approval of the Departmental Representative) in accordance with current Treasury Board Policy. (See **TP10 Disbursements**)

	<b>Major Urban Centre</b>
Ontario	Toronto, Peterborough, Niagara Falls, Ottawa, Kingston, North Bay, Sault Ste. Marie

**APPENDIX "B" - PRICE PROPOSAL**

<b>Name of Proponent:</b>	
<b>Address:</b>	
<b>Procurement Business Number (PBN):</b>	

**TABLE ONE: STANDING OFFER - YEAR ONE – YEAR TWO – YEAR THREE**  
*(Starting on Award Date)*

Category of Personnel Standing Offer	Weight Factor (A)	Fixed Hourly Rate (B) Year 1 - 2020	Fixed Hourly Rate (C) Year 2 - 2021	Fixed Hourly Rate (D) Year 3 - 2022	Total (A X (B+C+D))
<b>Point of Contact</b>					
<b>Project Manager</b>	300	\$	\$	\$	\$
<b>Civil Engineering (including municipal, structural, hydraulic and transportation):</b>					
Senior Engineer	200	\$	\$	\$	\$
Intermediate Engineer	400	\$	\$	\$	\$
Senior Technician	200	\$	\$	\$	\$
Intermediate Technician	400	\$	\$	\$	\$
<b>Geotechnical Engineering:</b>					
Senior Engineer	100	\$	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$	\$
<b>Mechanical Engineering:</b>					
Senior Engineer	100	\$	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$	\$
<b>Electrical Engineering:</b>					
Senior Engineer	100	\$	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$	\$
<b>Fire protection Engineering:</b>					
Senior Engineer	100	\$	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$	\$
<b>Environmental</b>					
Senior Environmental Scientist	100	\$	\$	\$	\$
Intermediate Environmental Scientist	200	\$	\$	\$	\$
<b>Heritage Conservation:</b>					
Specialist in Heritage Conservation	100	\$	\$	\$	\$

Landscape Architecture:					
Senior Landscape Architect	50	\$	\$	\$	\$
Intermediate Landscape Architect	100	\$	\$	\$	\$
Drafting: AutoCAD Technologist					
Draftsman	200	\$	\$	\$	\$
Junior Draftsman	300	\$	\$	\$	\$
Field Personnel:					
Surveyor	200	\$	\$	\$	\$
Materials Tester	100	\$	\$	\$	\$
Senior Site Inspector	100	\$	\$	\$	\$
<b>Total for Evaluation – Year One, Two and Three of Standing Offer</b>					\$

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

Category of Personnel Standing Offer	Weight Factor (A)	Fixed Hourly Rate (B) <i>Option Year 1 - 2023</i>	Fixed Hourly Rate (C) <i>Option Year 2 - 2024</i>	Total (A X (B+C))
<b>Point of Contact</b>				
<b>Project Manager</b>	300	\$	\$	\$
<b>Civil Engineering (including municipal, structural, hydraulic and transportation):</b>				
Senior Engineer	200	\$	\$	\$
Intermediate Engineer	400	\$	\$	\$
Senior Technician	200	\$	\$	\$
Intermediate Technician	400	\$	\$	\$
<b>Geotechnical Engineering:</b>				
Senior Engineer	100	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$
<b>Mechanical Engineering:</b>				
Senior Engineer	100	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$
<b>Electrical Engineering:</b>				
Senior Engineer	100	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$
<b>Fire protection Engineering:</b>				
Senior Engineer	100	\$	\$	\$
Intermediate Engineer	200	\$	\$	\$

<b>Environmental</b>				
Senior Environmental Scientist	100	\$	\$	\$
Intermediate Environmental Scientist	200	\$	\$	\$
<b>Heritage Conservation:</b>				
Specialist in Heritage Conservation	100	\$	\$	\$
<b>Landscape Architecture:</b>				
Senior Landscape Architect	50	\$	\$	\$
Intermediate Landscape Architect	100	\$	\$	\$
<b>Drafting: AutoCAD Technologist</b>				
Draftsman	200	\$	\$	\$
Junior Draftsman	300	\$	\$	\$
<b>Field Personnel:</b>				
Surveyor	200	\$	\$	\$
Materials Tester	100	\$	\$	\$
Senior Site Inspector	100	\$	\$	\$
<b>Total for Evaluation – Option Year 1, Option Year 2 of Standing Offer</b>				\$

<b>Total for Evaluation – Table 1 and Table 2 Before applicable taxes</b>	\$
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**END OF PRICE PROPOSAL FORM**

**APPENDIX "C" - TEAM IDENTIFICATION FORMAT**

**TEAM IDENTIFICATION FORMAT**

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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.

*For details on this format, please see the SRE section in Part 6.*

**1. Prime Consultant (Offeror):**

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

Key Individuals and provincial/territorial professional licensing status:

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**2. Key Sub-Consultants / Specialists:**

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

Key Individuals and provincial/territorial professional licensing status:

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

Key Individuals and provincial/territorial professional licensing status:

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**3. Example of Experience Table:**

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

#	Description:	Name:	Years:	License:
1	Project Manager			
2	Senior Landscape Architect			
3	Intermediate Landscape Architect			
4	Senior Landscape Architect Technologist			
5	Intermediate Landscape Technologist			
6	Senior Environmental Scientist			
7	Senior Geotechnical Engineer			
8	Senior Archaeologist			
9	Senior Civil Engineer			
10	Surveyor			
11	Drafting – Auto Cad Technologist			
12	Senior Site Inspector			

**APPENDIX "D" - DOING BUSINESS WITH PWGSC**

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.