



RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Offer Fax: 1-866-246-6893
 Offer E-mail Address: soumissionsouest-bidswest@canada.ca

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

REQUEST FOR STANDING OFFERS

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Comments:

Issuing Office:
 Parks Canada Agency
 National Contracting Services
 Calgary, Alberta

Title: Standing Offer for Parks Canada Detailed Impact Assessments	
Solicitation No.: 5P420-21-0254/A	Date: April 1, 2022
Client Reference No.: n/a	
GETS Reference No.: PW-22-00991810	

Solicitation Closes: At: 14:00 On: May 3, 2022	Time Zone: MDT
---	---------------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Ryan Taylor	
Telephone No.: (587) 436-5987	Fax No.: 1-866-246-6893
Email Address: ryan.taylor@pc.gc.ca	
Destination of Goods, Services, and Construction: Various Parks Canada Locations	

TO BE COMPLETED BY THE OFFEROR

Vendor/ Firm Name:	
Address:	
Telephone No.:	Fax No.:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

IMPORTANT NOTICE TO OFFERORS

OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

OFFERS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is soumissionsouest-bidswest@canada.ca. Offers submitted by email directly to the Standing Offer Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to the RFSO is 1-866-246-6893.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	5
1.1. INTRODUCTION	5
1.2. SUMMARY.....	5
1.3. SECURITY REQUIREMENTS	6
1.4. DEBRIEFINGS.....	6
PART 2 – OFFEROR INSTRUCTIONS	7
2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	7
2.2. SUBMISSION OF OFFERS	7
2.3. ENQUIRIES – REQUEST FOR STANDING OFFERS	8
2.4. APPLICABLE LAWS	8
2.5. BID CHALLENGE AND RECOURSE MECHANISMS.....	8
PART 3 – OFFER PREPARATION INSTRUCTIONS	9
3.1. OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1. EVALUATION PROCEDURES	10
4.2. BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1. CERTIFICATIONS REQUIRED WITH THE OFFER	12
5.2. CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	12
PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES	14
A. STANDING OFFER	14
6.1. OFFER	14
6.2. SECURITY REQUIREMENTS	14
6.3. STANDARD CLAUSES AND CONDITIONS	14
6.4. TERM OF STANDING OFFER.....	14
6.5. AUTHORITIES.....	15
6.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
6.7. IDENTIFIED USERS	16
6.8. CALL-UP PROCEDURES	16
6.9. CALL-UP INSTRUMENT	16
6.10. LIMITATION OF CALL-UPS.....	16
6.11. FINANCIAL LIMITATION.....	17
6.12. PRIORITY OF DOCUMENTS.....	17
6.13. CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.14. APPLICABLE LAWS	17
B. RESULTING CONTRACT CLAUSES	18
6.1. STATEMENT OF WORK	18
6.2. STANDARD CLAUSES AND CONDITIONS	18
6.3. TERM OF CONTRACT	18
6.4. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	18
6.5. PAYMENT	18
6.6. INVOICING INSTRUCTIONS - PROGRESS PAYMENT CLAIM - SUPPORTING DOCUMENTATION REQUIRED	19
6.7. SACC MANUAL CLAUSES	20
6.8. INSURANCE REQUIREMENTS.....	20
6.9. INSPECTION AND ACCEPTANCE.....	20
6.10. NON DISCLOSURE AGREEMENT	21

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

ANNEX A.....	22
STATEMENT OF WORK.....	22
ANNEX B.....	23
BASIS OF PAYMENT	23
ANNEX C.....	26
INSURANCE REQUIREMENTS.....	26
ANNEX D.....	27
NON-DISCLOSURE AGREEMENT	27
ANNEX E TO PART 4 OF THE REQUEST FOR STANDING OFFERS.....	28
TECHNICAL EVALUATION.....	28
ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS	36
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM	36
ANNEX G TO PART 5 OF THE REQUEST FOR STANDING OFFERS	38
FORMER PUBLIC SERVANT	38

PART 1 – GENERAL INFORMATION

1.1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A. Standing Offer, and 6B. Resulting Contract Clauses:
 - 6A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity – Certification and any other annexes.

1.2. Summary

Parks Canada Agency (PCA) requires the services of a professional consultant to conduct Detail Impact Assessments (DIAs) and reports for select projects to be undertaken on PCA properties across Canada. DIAs are Parks Canada's most comprehensive level of impact assessment. It is estimated that between one and five DIAs will be prepared per year in accordance with the *Impact Assessment Act* and the *Parks Canada Directive on Impact Assessment 2019* (the "IA Directive").

- 1.2.1.** The consultant must have the capacity to provide DIAs that satisfy Parks Canada legal and policy obligations related to impact assessment and that maintains Parks Canada's excellent reputation as a responsible steward of Canada's protected places. Because Parks Canada's DIA requirements are unique, the consultant must have a sophisticated knowledge and understanding of impact assessment principles, practices and methodologies, and the ability to apply these within the framework of the individual Parks Canada DIA Terms of Reference (ToRs), which are likely to differ from ToRs for more typical impact assessments.
- 1.2.2.** The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

1.2.3. The period for making call-ups against the Standing Offer will be from the date of Standing Offer to April 30, 2023 inclusive with the irrevocable option for Canada to extend the term of the Standing Offer by up to three (3) additional one (1) year periods.

1.3. Security Requirements

1.3.1. There is no security requirement associated with the Request for Standing Offer.

1.4. Debriefings

Offerors may request a debriefing on the results of the Request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

PART 2 – OFFEROR INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Subsection 5.4 of [2006](#), Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2006](#) incorporated by reference above is deleted in its entirety.

2.1.1 Basis of Canada’s Ownership of Intellectual Property

The Parks Canada Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- 2.1.1.1.** the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

Offers submitted in-person or by courier may not be accepted.

The only acceptable facsimile for responses to the RFSO is 1-866-246-6893.

The only acceptable email address for responses to the RFSO is soumissionsouest-bidswest@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

2.3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

3.1.1. Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical offers will be evaluated against the mandatory technical evaluation criteria at **Annex E to Part 4 of the Request for Standing Offer**.

4.1.1.2. Point Rated Technical Criteria

Technical offers will be evaluated against the point rated technical evaluation criteria **Annex E to Part 4 of the Request for Standing Offer**.

4.1.2. Financial Evaluation

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price – Offer

4.2. Basis of Selection

4.2.1. Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

4.2.1.1 To be declared responsive, an offer must:

- (a) comply with all the requirements of the offer solicitation;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 40 points overall for the technical evaluation which are subject to point rating. This rating is performed on a scale of 75 points.

4.2.1.2 Offers not meeting (a) or (b) or (c) will be declared non-responsive.

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

4.2.1.5 To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.

4.2.1.6 For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.7 Neither the responsive offer obtaining the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer(s) with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer. Up to two (2) standing offers will be awarded.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Offeror 1	Offeror 2	Offeror 3	
Overall Technical Score	115/135	89/135	92/135	
Offer Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 41.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30.00$
Combined Rating	84.18	68.15	77.70	
Overall Rating	1st	3rd	2nd	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the offer non-responsive.

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex F to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Offeror must provide the information requested at **Annex G to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.3. Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror 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.

5.2.4. Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1. Status of Availability of Resources - Offer

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work 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 for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.4.2. Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1. Offer

6.1.1. The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex A**.

6.2. Security Requirements

6.2.1. There is no security requirement applicable to the Standing Offer.

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1. General Conditions

[2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

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

6.4. Term of Standing Offer

6.4.1. Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer to April 30, 2023 inclusive.

6.4.2. Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one (1) years period(s), from May 01, 2023 to April 30, 2024 inclusive, May 01, 2024 to April 30, 2025 inclusive and May 01, 2025 to April 30, 2026 inclusive under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3. Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

6.5. Authorities

6.5.1. Standing Offer Authority

The Standing Offer Authority is:

Ryan Taylor
Contracting Officer - Procurement, Materiel, Grants and Contributions (PMGC)
Chief Financial Officer Directorate
Parks Canada Agency

Telephone: 587-436-5987
Facsimile: 1-866-246-6893
E-mail address: ryan.taylor@pc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2. Project Authority

The Project Authority for the Standing Offer is:

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is:

To be completed by the Offeror

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	

Email Address:

**Procurement Business Number (PBN) or
Goods and Services Tax (GST) Number:**

6.6. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable ***

6.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Agency, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).

6.8. Call-up Procedures

When a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its Standing Offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror.

Ranking	Standing Offer Holder
1 st	<i>(to be inserted at Standing Offer award)</i>
2 nd	<i>(to be inserted at Standing Offer award)</i>

6.9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

6.9.1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

6.9.2. An equivalent form or electronic call-up document which contains at a minimum the following information:

- (a) Standing Offer number;
- (b) Statement that incorporates the terms and conditions of the Standing Offer;
- (c) Description and unit price for each line item;
- (d) Total value of the call-up;
- (e) Point of delivery;
- (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
- (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00, Applicable Taxes included.

6.11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,000,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services;
- (d) Supplemental General Conditions [4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (e) The general conditions [2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity);
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Insurance Requirements;
- (i) Annex D, Non-Disclosure Agreement; And
- (j) The Offeror's offer dated ***** to be inserted at issuance of a Standing Offer *****.

6.13. Certifications and Additional Information

6.13.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.13.2. SACC Manual Clauses

[A1009C](#) (2008-05-12), Work Site Access
[A7017C](#) (2008-05-12), Replacement of Specific Individuals
[A9068C](#) (2010-01-11), Government Site Regulations
[B6802C](#) (2007-11-30), Government Property

6.14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at issuance of a Standing Offer *****.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2. Standard Clauses and Conditions

6.2.1. General Conditions

[2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

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

6.2.2. Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.3. Term of Contract

6.3.1. Period of the Contract

The period of the contract will be based on the call-up against the Standing Offer.

6.4. Proactive Disclosure of Contracts with Former Public Servants

*** [SACC Manual clause A3025C](#) to be inserted at issuance of a standing offer, if applicable ***

6.5. Payment

6.5.1. Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in firm unit price(s), as specified in **Annex “B”** for a cost of \$ *** [To be identified in the call-up against the Standing Offer](#) ***. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.2. Limitation of Expenditure

6.5.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ *** [To be identified in the call-up against the Standing Offer](#) ***. Customs duties are included and Applicable Taxes are extra.

6.5.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.5.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.3. Progress Payments – Subject to holdback

6.5.3.1 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the amount claimed is in accordance with the basis of payment.
- (c) all certificates appearing on form [PWGSC-TPSGC 1111](#), with the exception of the PWGSC Contracting Authority, have been signed by the respective authorized representatives.

6.5.3.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted."

6.5.3.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.6. Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

6.6.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- (a) all information required on form [PWGSC-TPSGC 1111](#);
- (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

- (c) a list of all expenses; and
- (d) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (c) a copy of the monthly progress report.

6.6.2 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

6.6.3 The Contractor must prepare and certify one (1) electronic copy of the claim on form [PWGSC-TPSGC 1111](#) and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.6.4 The Contractor must not submit invoices until all work identified in the claim is completed

6.7. SACC Manual Clauses

[A1009C](#) (2008-05-12), Work Site Access
[A7017C](#) (2008-05-12), Replacement of Specific Individuals
[A9068C](#) (2010-01-11), Government Site Regulations
[B6802C](#) (2007-11-30), Government Property

6.8. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.9. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

6.10. Non Disclosure Agreement

At the discretion of the Parks Canada Agency at the time of call-up against the Standing Offer, the Contractor must obtain from its employee(s) or subcontractor(s) a completed and signed non-disclosure agreement, attached at **Annex D**, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

ANNEX A

STATEMENT OF WORK

The Statement of Work is included under separate attachment (Annex A Statement of Work_21-0254.pdf).

ANNEX B

BASIS OF PAYMENT

**** To Be Completed By the Offeror****

Financial Offer Submission Requirements

- (a) The Offeror must submit their financial bid in accordance with the Basis of Payment.
- (b) All prices are in Canadian dollars, FOB destination
- (c) In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Evaluated Offer Price Calculation:

For the purposes of evaluation, the evaluated offer price will be comprised of the **combined sums** of Tables 1 through 4.

TABLE 1: Firm Unit Prices – Date of Standing Offer to April 30, 2023

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Lead	20	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	100	\$	\$
Junior Environmental Scientist	50	\$	\$
Technologists			
CADD/Draftsperson	20	\$	\$
Project Support			
Administration	10	\$	\$
1. Sub-Total For Evaluation	Year 1 Of Standing Offer		\$

TABLE 2: Firm Unit Prices – May 1, 2023 to April 30, 2024

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Lead	20	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	100	\$	\$
Junior Environmental Scientist	50	\$	\$
Technologists			
CADD/Draftsperson	20	\$	\$
Project Support			
Administration	10	\$	\$
2. Sub-Total For Evaluation	Option Year 1 Of Standing Offer		\$

TABLE 3: Firm Unit Prices – May 1, 2024 to April 30, 2025

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Lead	20	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	100	\$	\$
Junior Environmental Scientist	50	\$	\$
Technologists			
CADD/Draftsperson	20	\$	\$
Project Support			
Administration	10	\$	\$
3. Sub-Total For Evaluation	Option Year 2 Of Standing Offer		\$

TABLE 4: Firm Unit Prices – May 1, 2025 to April 30, 2026

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Category of Personnel	Estimated Hours (A)	Fixed Hourly Rate (B)	Total (A X B)
Project Management			
Senior Project Lead	20	\$	\$
Environmental Scientists			
Senior Environmental Scientist	50	\$	\$
Intermediate Environmental Scientist	100	\$	\$
Junior Environmental Scientist	50	\$	\$
Technologists			
CADD/Draftsperson	20	\$	\$
Project Support			
Administration	10	\$	\$
4. Sub-Total For Evaluation	Option Year 3 Of Standing Offer		\$

TABLE 5. Combined Total Evaluated Offer Price

Combined total for Table 1, Table 2, Table 3 and Table 4 above:

Description	Combined Total Price(s)
TABLE 1: Standing Offer Year:	\$
TABLE 2: Standing Offer Optional Year 1:	\$
TABLE 3: Standing Offer Optional Year 2:	\$
TABLE 4: Standing Offer Optional Year 3:	\$
Combined Total Evaluated Offer Price (excluding applicable tax)	\$

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

2. Errors and Omissions Liability Insurance

- 2.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 2.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

ANNEX D

NON-DISCLOSURE AGREEMENT

*** to be completed when issued with call-ups against the Standing Offer ***

I, _____, recognize that in the course of my work as an employee or subcontractor of ***** to be inserted at call-up award *****, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Standing Offer Serial No. **5P420-21-0254** between Her Majesty the Queen in right of Canada, represented by **Parks Canada Agency** and ***** to be inserted at call-up award *****, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Call-up against Standing Offer Serial No.: **5P420-21-0254**.

Signature

Date

ANNEX E TO PART 4 OF THE REQUEST FOR STANDING OFFERS

TECHNICAL EVALUATION

1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, **Canada strongly requests that bidders address and present topics in the order of the evaluation criteria under the same headings.**

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Note: Any dates provided must indicate months and years (e.g. November 2008 – July 2015).

Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		To Be Completed by Evaluation Team		
2.1	<p><u>IA Examples</u> The bidder must provide examples of at least two (2) environmental impact assessments that the company has authored within the past five (5) years. Both impact assessment (IA) examples must have been prepared for small-scale infrastructure projects, under Canadian federal and/or provincial legislative requirements. The Project Lead identified in section 2.2 must have been responsible for the preparation of both example IAs.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.2	<p><u>Project Lead</u> The bidder must provide one (1) Project Lead who will be responsible for the oversight and completion of the IAs to be conducted for Parks Canada under this Standing Offer. The Project Lead must have a minimum of five (5) years experience in project IA in Canada, and at least three (3) of these years must have been as the IA Project Lead, all within the last ten (10) years.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

2.3	<p><u>Academic Requirements</u> The bidder must include at least one (1) team member that has a Master's level university degree or higher in an environmental sciences discipline, for example biology, agrology, or geography.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.4	<p><u>General Qualifications, Experience and Roles of Key Staff</u> The bidder must outline the qualifications and experience of key staff who will be assigned to the IAs, and the qualifications and experience must be relevant and commensurate to the environmental IA of infrastructure projects. The proposed roles for specific individuals as it relates to DIA work planning, meeting preparation and attendance, document preparation including maps, diagrams, communication logs, and IA analysis and DIA report writing will be explicitly specified.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.5	<p><u>Contingency Plan for Key Staff</u> The bidder must provide a contingency plan that describes how the company will ensure that key staff, including the IA Project Lead, are replaced with individuals with equivalent qualifications and competencies, in the event of staff turnover or reassignment, such that DIAs conducted under this Standing Offer are not likely to be compromised in quality and scheduling.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.6	<p><u>DIA Work Plan</u> The bidder must demonstrate a comprehensive and detailed understanding of DIA planning by submitting a generic work plan for the completion of a Parks Canada DIA for a hypothetical new campground development within a national park. The work plan must include:</p> <ul style="list-style-type: none"> • Identification and scheduling of tasks, assuming a four (4) month duration for the preparation of the Final Draft DIA report, from the initiation of work to completion. • The identification and scheduling of tasks must include assignment of activities and allocation of time spent to be undertaken by individual team members, including the Project Lead, and subcontractors. 	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.7	<p><u>Official Languages</u> The bidder must be capable of offering full services in French and English.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

3. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum weighted points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

Each point rated technical evaluation criterion has a weight that reflects its importance in the proposal submission. The degree to which the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to 10 as outlined under the 4. Generic Evaluation Criteria, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion. This score will then be multiplied by the weight indicated for that point rated evaluation criterion. An odd number of points may be awarded in consensus evaluation.

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.1	<p>DIA Work Plan</p> <p>The bidder is expected to demonstrate a comprehensive and detailed understanding of DIA planning by submitting a generic work plan for the completion of a Parks Canada DIA for a hypothetical new campground development within a national park.</p> <p><u>The bidder's proposal will be assessed according to the following Criteria:</u></p> <ul style="list-style-type: none"> • The identification of Key Meetings with FU Project Management Team, design consultants, subcontractors • The number and type of key meetings supports DIA communication and planning • The assignment of activities and allocation of time spent by the individual team members and subcontractors adequately supports DIA communication and planning while maximizing efficiency • The submission of draft DIA reports, including identification of the parties reviewing and the appropriate review periods • The number, scheduling, and type of draft reports and review periods, and the identification of the appropriate reviewers, supports DIA communication and planning likely to satisfy DIA deadlines • The assignment of activities and allocation of time spent by the individual team members and subcontractors adequately supports DIA communication and planning while maximizing efficiency • The submission of Final DIA Draft Report and supporting documentation, including appendices • The submission of the Final Draft Report and supportive documentation satisfies DIA deadlines 	1.0	<p>/10 x 1.0 = /10</p>

3.1 **To Be Completed by Evaluation Team**	Reference(s):
	Strengths:
	Weaknesses:

Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
3.2	<p>DIA Methodology</p> <p>The bidder is expected to demonstrate competency in environmental IA methodology.</p> <p><u>The two (2) example IA reports provided by the bidder will be evaluated based on the following criteria:</u></p> <ol style="list-style-type: none"> 1. The appropriate identification of effects: <ul style="list-style-type: none"> • There is evidence that all obvious effects related to regulatory requirements have been considered • There is focus on effects that require further investigation, may be prevented and that require mitigation • If applicable, Indigenous and community knowledge are provided. 2. The appropriate analysis of significance of residual adverse effects <ul style="list-style-type: none"> • There is a statement of significance of residual adverse effects that is non-generic and provides supporting information for the statement • The statement supports the conclusions in a manner that is logical and defensible. 	1.0	<p>/10 x 1.0 = /10</p>
3.2 **To Be Completed by Evaluation Team**	Reference(s):		
	Strengths:		
	Weaknesses:		

Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
3.3	<p>DIA Report Writing</p> <p>The bidder is expected to demonstrate proficiency in environmental IA report writing.</p> <p><u>The two (2) example IA reports provided by the bidder will be evaluated based on the following criteria:</u></p> <ul style="list-style-type: none"> • Project-valued component interaction is clearly and concisely described • The potential impact of the project-valued component is precisely and clearly identified • The evidence used in the analysis of the impact is clearly and logically presented • Mitigation is identified and if not, an explanation of why no mitigation is necessary is provided • Residual impacts are identified • Professional technical/scientific writing style and document appearance, based on a sample review of each example impact assessment: <ul style="list-style-type: none"> ○ Proper use of grammar and terminology ○ Professional technical/scientific writing style and document appearance, based on a sample review of each example impact assessment ○ Absence of typographical errors ○ Figures and graphs are legible ○ The document is professional in appearance ○ Work from others is properly cited 	2.0	<p>/10 x 2.0 = /20</p>
3.3 **To Be Completed by Evaluation Team**	<p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p>		

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.4	<p>Team Qualifications and Experience</p> <p>The bidder is expected to demonstrate that the personnel who will be managing and producing the Parks Canada DIAs have qualifications and experience that is relevant and commensurate to the environmental impact assessment of infrastructure projects, and that the proposed roles of these staff support the efficient production of high confidence and defensible DIA recommendations throughout the duration of the Standing Offer.</p> <p><u>The bidder's proposal will be assessed according to the following Criteria:</u></p> <ul style="list-style-type: none"> • The Project Lead's number of years of IA Project Lead experience in Canada (minimum three (3) years). • The Project Lead's number of years of project IA experience in Canada (minimum five (5) years). • The number of people on the bidder team who hold a Master's level university degree or higher in an environmental sciences discipline, for example biology, agrology, or geography (minimum one (1) person). • The bidder team's key staff's qualifications and experience are relevant to and commensurate with the assigned roles in the IA of infrastructure projects. <p><i>The Evaluation Team is looking for bidders with individuals in the Project Lead position who have the greatest amount of experience in IA and IA Project Lead roles, the greatest number of people with the specific academic qualifications, and the greatest number of key staff with relevant qualifications and experience.</i></p>	1.5	<p>/10 x 1.5 = /15</p>
3.4	<p>Reference(s):</p> <hr/> <p>Strength:</p> <hr/> <p>Weaknesses:</p> <hr/>		

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.5	<p>Contingency Plans for Staff Turnover and Work Planning</p> <p>Parks Canada requires that the DIAs produced under this Standing Offer are of consistent high quality. The bidder is expected to demonstrate how the quality of DIAs will be maintained in the event of bidder staff turnover or reassignment, with explicit consideration given to the specific roles various staff fulfill in the production of a DIA (i.e., how the bidder plans to mitigate changes to senior level specialist staff should be addressed differently than changes to junior technical staff).</p> <p><u>The bidder's proposal will be assessed according to the following Criteria:</u></p> <ul style="list-style-type: none"> The information and detail in the contingency plan provides high confidence that the Project Lead's replacement will be an individual with equivalent qualifications and competencies suitable for the specific DIA and that the timelines will not interfere with the original DIA work plans. The information and detail in the contingency plan provides high confidence that key staff replacements will be individuals with equivalent qualifications and competencies suitable for the specific DIA and that the timelines will not interfere with the original DIA work plans. 	2.0	<p>/10 x 2.0 = /20</p>
3.5 <i>**To Be Completed by Evaluation Team**</i>	<p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p>		

Maximum Points Available for Point Rated Technical Criteria	75
Minimum Points Required for Point Rated Technical Criteria	40

Bids that do not obtain the required minimum of 40 points overall for the point rated technical criteria will be given no further evaluation.

4. Generic Evaluation Criteria

Parks Canada Agency (PCA) Evaluation Board members will individually 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. The PCA Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
No information submitted	Lacks complete or almost complete understanding of the requirements	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 lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced	Proponent is a leader in their field
Sample projects not related to this requirement	Sample projects Are generally not related to this requirement	Sample projects generally related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Sample projects precisely related to this requirement
Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, could ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results	Exceptionally capable, no doubt of efficacy

ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier's Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

Declaration

I, _____, **(name)**

_____, **(position)** of

_____, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____

ANNEX G TO PART 5 OF THE REQUEST FOR STANDING OFFERS

FORMER PUBLIC SERVANT

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, offerors 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 offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? Yes () No ()
--

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

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

By providing this information, Offerors agree that the successful Offeror'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: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Solicitation No.:
5P420-21-0254/A

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.11.30.21

Client Reference No.:
n/a

Title:
Standing Offer for Parks Canada Detailed Impact Assessments

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()
--

If so, the Offeror 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.