



**RETURN OFFERS TO:
RETOURNER LES SOUMISSIONS À:**

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Offer Fax: 1-855-983-1808

Offer Email:

soumissionsami-bidsrpc@pc.gc.ca

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

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**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À
COMMANDES**

Offer To: Parks Canada Agency

We hereby offer to sell to His Majesty the King 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.

Offre à : l'Agence Parcs Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du Chef du Canada, aux conditions énoncées ou incluses par référence dans la présente at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Parks Canada Agency
Cornwall, ON

Title-Sujet Request for Standing Offer - Environmental Engineering Services for National Parks and National Historic Sites		
Solicitation No. - No. de l'invitation 5P468-23-0161/A		Date: February 15, 2024
Solicitation Closes – L'invitation prend fin :		
at – à 2:00 PM	on – le April 04, 2024	Time Zone - Fuseau horaire EDT - HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à :		
Sheldon Lalonde sheldon.lalonde@pc.gc.ca		
Telephone No. - No de telephone (343) 585-3836		
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:		
See Herein – Voir aux présentes		

**TO BE COMPLETED BY THE BIDDER
À ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE**

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: _____	
E-Mail Adress – Adresse E-Mail: _____	
Signature	Date

REQUEST FOR STANDING OFFER (RFSO)

Table of Contents

Contents

PART 1 - SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)	7
SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES	7
SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	7
SI 3 SECURITY REQUIREMENTS	7
SI 4 HEALTH AND SAFETY REQUIREMENTS	8
SI 5 OFFERORS' CONFERENCE	8
PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)	9
2.1 INTEGRITY PROVISIONS – OFFER.....	9
GI 1 DEFINITION.....	10
GI 2 INTRODUCTION	11
GI 3 PROCUREMENT BUSINESS NUMBER.....	12
GI 4 CONTRACTING AUTHORITY AND DEPARTMENTAL REPRESENTATIVE	12
GI 5 QUANTITY.....	13
GI 6 PCA OBLIGATION	13
GI 7 RESPONSIVE OFFERS	13
GI 9 OVERVIEW OF SELECTION PROCESS.....	13
GI 10 SUBMISSION OF OFFER	17
GI 11 NOT APPLICABLE	18
GI 12 EVALUATION OF PRICE	18
GI 13 LIMITATION OF SUBMISSIONS	18
GI 14 LICENSING REQUIREMENTS	19
GI 15 REJECTION OF OFFER	19
GI 16 NOT APPLICABLE	20
GI 17 INSURANCE REQUIREMENTS.....	20
GI 18 JOINT VENTURE	20
GI 19 LATE SUBMISSIONS	21
GI 20 LEGAL CAPACITY.....	21
GI 21 DEBRIEFING	21
GI 22 FINANCIAL CAPABILITY	21
GI 23 NOT APPLICABLE	22

GI 24	PERFORMANCE EVALUATION.....	22
GI 25	OFFER COSTS	23
GI 26	CONFLICT OF INTEREST - UNFAIR ADVANTAGE	23
GI 27	LIMITATION OF LIABILITY	23
GI 28	STATUS AND AVAILABILITY OF RESOURCES	23
GI 29	CODE OF CONDUCT FOR PROCUREMENT – OFFER	23
GI 30	BID CHALLENGE AND RECOURSE MECHANISMS.....	24
PART 3 - STANDING OFFER PARTICULARS (SP)		25
SP 1	GENERAL.....	25
SP 2	WITHDRAWAL/REVISION	25
SP 3	PERIOD OF THE STANDING OFFER	25
SP 4	CALL-UP LIMITATION.....	25
SP 5	CALL-UP PROCEDURE	26
SP 6	IDENTIFIED USERS	29
SP 7	AUTHORITIES.....	29
SP 8	INVOICING	30
PART 4 - TERMS AND CONDITIONS		31
GENERAL CONDITIONS (GC).....		31
GC 1	DEFINITIONS.....	31
GC 2	INTERPRETATIONS.....	32
GC 3	NOT APPLICABLE	33
GC 4	ASSIGNMENT.....	33
GC 5	INDEMNIFICATION	33
GC 6	NOTICES.....	33
GC 7	SUSPENSION.....	33
GC 8	TERMINATION	34
GC 9	TAKING THE SERVICES OUT OF THE CONSULTANT’S HANDS	34
GC 10	TIME AND COST RECORDS TO BE KEPT BY THE CONSULTANT.....	34
GC 11	NATIONAL OR DEPARTMENTAL SECURITY.....	35
GC 12	RIGHTS TO INTELLECTUAL PROPERTY	35
GC 13	CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE.....	39
GC 14	STATUS OF CONSULTANT.....	39
GC 15	DECLARATION BY CONSULTANT	40
GC 16	INSURANCE REQUIREMENTS	40

GC 17	RESOLUTION OF DISAGREEMENTS	41
GC 18	AMENDMENTS	41
GC 19	ENTIRE AGREEMENT	41
GC 20	CONTINGENCY FEES	42
GC 21	HARASSMENT IN THE WORKPLACE.....	42
GC 22	TAXES	42
GC 23	CHANGES IN THE <i>CONSULTANT</i> TEAM.....	43
GC 24	JOINT AND SEVERAL LIABILITY	43
GC 25	PERFORMANCE EVALUATION - CONTRACT	44
GC 26	INTERNATIONAL SANCTIONS	45
GC 27	INTEGRITY PROVISIONS - STANDING OFFER	46
GC 28	CODE OF CONDUCT FOR PROCUREMENT – STANDING OFFER.....	46
PART 5 - SUPPLEMENTARY CONDITIONS (SC)		47
SC1	INDIGENOUS COMMITMENTS and ACHIEVEMENTS	47
SC2	LANGUAGE REQUIREMENTS	47
SC3	SECURITY REQUIREMENTS	48
SC4	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT.....	48
SC5	HEALTH AND SAFETY	48
SC6	PCA QUALITY ASSURANCE REVIEWS	49
PART 6 - TERMS OF PAYMENT (TP)		50
TP 1	FEES	50
TP 2	PAYMENTS TO THE CONSULTANT	50
TP 3	DELAYED PAYMENT	51
TP 4	CLAIMS AGAINST AND OBLIGATIONS OF THE CONSULTANT	51
TP 5	NO PAYMENT FOR ERRORS AND OMISSIONS	52
TP 6	PAYMENT FOR CHANGES AND REVISIONS	52
TP 7	EXTENSION OF TIME.....	52
TP 8	SUSPENSION COSTS.....	52
TP 9	TERMINATION COSTS	53
TP 10	DISBURSEMENTS.....	53
PART 7 - CONSULTANT SERVICES (CS)		55
CS 1	SERVICES.....	55
CS 2	STANDARD OF CARE	55

CS 3	TIME SCHEDULE	55
CS 4	PROJECT INFORMATION, DECISIONS, ACCEPTANCES, APPROVALS	55
CS 5	CHANGES IN SERVICES	55
CS 7	PROVISION OF STAFF.....	56
CS 8	SUB-CONSULTANTS	56
CS 9	COST CONTROL	56
PART 8 - CALCULATION OF FEES (CF)		57
CF 1	FEE ARRANGEMENT(S) FOR SERVICES.....	57
CF 2	PAYMENTS FOR SERVICES	57
PART 9 - REQUIRED SERVICES (RS)		58
PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)		59
PART 11 - INDIGENOUS BENEFITS CRITERIA (IBC)		60
APPENDIX A - DECLARATION/CERTIFICATIONS FORM		64
APPENDIX B - PRICE OFFER FORM		69
APPENDIX C – INDIGENOUS COMMITMENTS AND CERTIFICATION FOR CALL-UPS and ACHEIVEMENT REPORTING		76
APPENDIX D – STANDING OFFER USAGE REPORT		80
APPENDIX E - CONSULTANT PERFORMANCE EVALUATION REPORT		82
APPENDIX F – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL		86
APPENDIX G – SECURITY REQUIREMENTS CHECKLIST (SRCL)		86
APPENDIX H – CALL-UP PROPOSAL FORM (CUPF)		86

Solicitation No. - N° de l'invitation
5P468-23-0161/A
Client Ref. No. - N° de réf. du client
N/A

Amd. No. - N° de la modif.
000
File Name - Nom du dossier
Request for Standing Offer - Environmental Engineering Services for National Parks and National Historic Sites

Contracting Authority - Autorité contractante
Sheldon Lalonde

INTENTION OF RFSO:

Canada's intention is to issue multiple Departmental Individual Standing Offers (DISOs) under each Region.

The selected Offerors shall provide a range of services for projects in one or more of five (5) regions:

- 1) British Columbia and Alberta Region
- 2) Saskatchewan and Manitoba Region
- 3) Ontario Region
- 4) Quebec Region
- 5) Atlantic Region - New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island

Canada's intention is to issue multiple Departmental Individual Standing Offers (DISOs) in one or more of five (5) regions.

IMPORTANT NOTE:

The selected Offerors shall provide a range of services for projects in one or more of five discipline streams:

- i. environmental impact assessment, permitting and related studies,
- ii. environmental management of federal facilities,
- iii. contaminated sites consulting services and
- iv. construction planning, design and supervision related to environmental projects,
- v. multidisciplinary Environmental Engineering Services.

PART 1 - SUPPLEMENTARY INSTRUCTIONS TO OFFERORS (SI)

SI 1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

SI 2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – 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 (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 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.

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 Offeror 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 Offeror is a Joint Venture, the Offeror must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

SI 3 SECURITY REQUIREMENTS

Offerors are hereby informed that there is a strong possibility that some call-ups against the Standing Offers might require that the consultants and their personnel possess a Facility Security Clearance (FSC) at the RELIABILITY level issued by the Contract Security Program of Parks Canada Agency (PCA).

Should the successful Offerors not have the level of security indicated above, PCA shall sponsor the successful Offerors so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful Offerors for completion.

Offerors desiring such sponsorship should so indicate in their covering letter with their offer.

Successful Offeror(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, may be bypassed in the call-up rotation so that PCA may proceed to the next consultant who possesses the required security clearance and is furthest away from their ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.

SI 4 HEALTH AND SAFETY REQUIREMENTS

Workers Compensation

1. The recommended Proponent shall provide to the Standing Offer Authority, prior to Standing Offer Issuance:

a) a Workers Compensation Board letter of good standing as well as a list of all employees of the Company and their title/role who will be or who are anticipated to be physically present on the worksite(s).

2. The recommended Proponent shall deliver all of the above documents to the Standing Offer Authority on or before the date stated (usually 3-5 days after notification) by the Standing Offer Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

SI 5 OFFERORS' CONFERENCE

An Offerors' conference will be held via Microsoft Teams and teleconference on **< TBA > 2024** The conference will begin at **< TBA > EST**. The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer attend or send a representative.

Offerors are requested to communicate with the Standing Offer Authority before the conference to confirm attendance. Offerors should provide, in writing, to the standing Offer Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **< TBA > 2024** Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

PART 2 GENERAL INSTRUCTIONS TO OFFERORS (GI)

2.1 INTEGRITY PROVISIONS – OFFER

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 Offeror 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 Parks Canada Agency (PCA) 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 PCA’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 Offeror 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 Offeror 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 Offeror 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 PCA that applies to it.
5. Where an Offeror 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 Offeror 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 Offeror 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 Offeror, proposed by the Offeror to perform the services required.

"Key Personnel":

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

"Price Rating":

A rating assigned to the price component of an offer 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 and Indigenous offers.

"Offeror":

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

"PCA Evaluation Board":

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

"Technical Rating":

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

"Indigenous Business Directory":

The Indigenous Business Directory (IBD) is an online directory that allows procurement officers and the private sector to identify Indigenous businesses.

"Small and Medium-sized Business"

A small enterprise is one with fewer than 100 employees, including those that do not report any employment. Medium-sized enterprises have 100 to 499 employees, and a large one has over 500.

GI 2 INTRODUCTION

Parks Canada Agency (PCA) is inviting consulting firms with Environmental Engineering expertise to submit offers for Standing Offers. The selected consultants shall provide professional and technical services for various types of environmental services on an “as-and-when-requested” basis in National Parks, excluding locations within Comprehensive Land Claim Agreements (CLCAs) and services as identified in the Required Services section of this document.

The required environmental services are related to a wide variety of federally controlled sites, including contaminated sites often in remote communities, and Canada’s National Parks and Historic Sites.

The discipline streams anticipated within each region include, but are not limited to:

- i. environmental impact assessment, permitting and related studies,
- ii. environmental management of federal facilities,
- iii. contaminated sites consulting services and
- iv. construction planning, design and supervision related to environmental projects,
- v. multidisciplinary Environmental Engineering Services.

Specific tasks may include performing risk assessments and hazardous material/waste surveys, developing remediation action plans, cost estimates and tender documents, providing advice, training, and site supervision.

Details of the Statement of Work for the regions are contained in Part 9 and its Appendices. **Offerors may submit an Offer for any or all Regions, however a separate AND complete offer is required for each Region.**

It is intended to issue multiple Departmental Individual Standing Offers (DISOs) under each Region.

- 1) British Columbia and Alberta Region
- 2) Saskatchewan and Manitoba Region
- 3) Ontario Region
- 4) Quebec Region
- 5) Atlantic Region - New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island

- 1) Offerors and Key Personnel shall be licensed or eligible to be licensed to practise in the locations listed under the region for which they are offering services. If an Offeror is licensed to practice in only a portion of the locations listed under a specific region, then that Offeror must be eligible and willing to be licensed in the province or territory in which they are not licensed.
- 2) Firms should be able to demonstrate successful delivery of these services for a broad variety of projects over the last ten (10) 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 PCA's intention to authorize Standing Offers for each of the described regions, each from date of issuance to **March 31, 2027 with three (3) one (1) year option years**. Individual call-ups will vary. Offerors 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.

The description and the estimated number of DISOs which are anticipated for each Region are as follows:

Region	Description	Number of Estimated DISOs	Estimated Level of Effort by Region
1	British Columbia and Alberta Region	5	\$ 5,000,000.00
2	Saskatchewan and Manitoba Region	3	\$ 3,000,000.00
3	Ontario Region	5	\$ 5,000,000.00
4	Quebec Region	2	\$ 1,000,000.00
5	Atlantic Region - New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island	4	\$ 2,000,000.00

- 4) The Phased Bid Compliance Process applies to this requirement.
- 5) This solicitation requires Offerors to submit their bids electronically via email to the bid receiving inbox: soumissionsami-bidsrpc@pc.gc.ca.
- 6) Due to the nature of the solicitation, transmission of offers by facsimile will not be accepted.
- 7) Offerors must refer to G110 Submission of offer, and SRE 2 Offer Requirements, of the solicitation, for further information.
- 8) This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement and the World Trade Organization- Agreement on Government Procurement (WTO-AGP).

GI 3 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN online 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:

Parks Canada Agency

Name: Sheldon Lalonde
Title: Advisor, Procurement, Grants and Contributions Branch (PGCB)
Address: 111 Water Street East
Cornwall, Ontario K6H 6S2
Telephone: (343) 585-3836
E-mail address: sheldon.lalonde@pc.gc.ca

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.
3. A Departmental Representative will be identified at time of each individual Call-Up. 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 an offer by the Offeror 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 offers, 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 offer 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 OFFERS

To be considered responsive, an offer 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 an Offeror submitting a non-responsive offer. Offerors that submitted non-responsive offers 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 at e-mail address sheldon.lalonde@pc.gc.ca as early as possible. **Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer.** Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
1. To ensure consistency and quality of information provided to Offerors, 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 Offerors through the GETS;
 - b) in response to the Request for Standing Offer, interested Offerors submit the "technical" component of their offer in one section, the Indigenous Benefits Framework in a second section, and the proposed price of the services (price offer) in a third section. If Offerors are bidding on more than one discipline stream, a separate technical, Indigenous Benefits Framework and price offer **MUST** be submitted for each Discipline Stream. Each discipline stream will be evaluated separately.

- c) responsive offers 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 Offerors;
- e) Offerors are notified of the results within one week after PCA has entered into a standing offer arrangement with the successful Offerors.
- f) Canada will use the Phased Bid Compliance Process described below.

GI 9.1 PHASED BID COMPLIANCE PROCESS (PBCP)

9.1.1 (2018-07-19) General

- a) Canada is conducting the PBCP described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the solicitation closing in circumstances where the solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- d) The PBCP does not limit Canada's rights under Supplementary and General Instructions included herein nor Canada's right to request or accept any information during the solicitation period or after solicitation closing in circumstances where the solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email

address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

9.1.2 (2018-03-13) Phase I: Financial Offer

- a) After the closing date and time of this solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of Parks Canada Agency
- c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the evaluation process.
- h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

9.1.3 (2022-01-18): Indigenous Benefits Framework (IBF)

- a) After the closing date and time of this solicitation, Canada will examine the Offer to determine whether it includes an Indigenous Benefits Framework. This review will not assess whether the Indigenous Benefits Framework meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Parks Canada Agency.
- c) Refer to Part 11 for more details on this requirement.

9.1.4 (2018-03-13) Phase II: Technical Offer

- a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer but will be considered by Canada in the evaluation of the Offer at Phase II only

for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer

- h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

9.1.5 (2018-03-13) Phase III: Final Evaluation of the Offer

- a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the Offer solicitation including the technical, Indigenous and financial evaluation criteria.
- b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

9.2 (2017-07-31) Technical Evaluation

9.2.1 Point Rated Technical Criteria

The Phased Bid Compliance Process will apply only to the identified mandatory criteria.

Note: The Phased Bid Compliance Process does NOT apply to the OVERALL Technical Proposal pass mark.

GI 10 SUBMISSION OF OFFER

1. Canada requires that each offer, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section GI18.

If Offerors submit proposals for more than one Region, they MUST submit a separate proposal for each Region. Each Region submitted will be evaluated separately.

2. It is the Offeror's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting an offer;
 - b) submit an offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
 - c) send its offer only to Parks Canada Agency (PCA) Bid Receiving Unit specified in GI10.2.1 below

d) provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.

Hard copy submissions will NOT be accepted. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PCA will not be accepted.

3. The technical, Indigenous Benefits Frameworks, and price components of the offer must be submitted in separate sections in accordance with the instructions contained in the offer document.
4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. PCA will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
5. The evaluation of offers 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 offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The offer 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 offer be stated in a clear and concise manner.
7. Offer documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI 11 NOT APPLICABLE

GI 12 EVALUATION OF PRICE

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

GI 13 LIMITATION OF SUBMISSIONS

1. An Offeror may not submit more than one offer per discipline stream in each Region. This limitation also applies to the persons or entities in the case of a joint venture. If more than one offer is received from an Offeror (or, in the case of a joint venture, from the persons or entities), all such offers 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 prime 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 Offeror. Canada's goal is to have a robust pool of resources available under these agreements to ensure surge capacity and redundancy is available as needed. Therefore, a discipline stream specific agreement may not be secured by the same resources retained by different Primes. Canada reserves the right to bypass the 2nd ranked offer and issue an agreement

to the 3rd ranked Offeror as needed to ensure this capacity is available. Consideration will be given to the specific individual resources offered via sub consultants and the degree to which they overlap. The Offeror 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. 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 or territorial law in the province or territory of the work.
2. By virtue of submission of an offer, the Offeror certifies that the Offeror's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Offeror acknowledges that PCA reserves the right to verify any information in this regard and that false or erroneous certification may result in the offer being declared non-responsive.

GI 15 REJECTION OF OFFER

1. Canada may reject an offer where any of the following circumstances is present:
 - a) the Offeror 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 offer 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 Offeror 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - e) evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, 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 Offeror, any of its employees, any sub-consultant or any specialist consultant included as part of the offer;
 - ii Canada determines that the Offeror'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 an offer pursuant to subsection 1.(f), the Contracting Authority will so inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.

GI 16 NOT APPLICABLE

GI 17 INSURANCE REQUIREMENTS

1. The successful Offeror 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 Offeror 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 an offer, the Offeror certifies that the Offeror 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 offer documents.

GI 18 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Offerors 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 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.

For resources put forward by a partnership to be considered in-house, the partnership must provide the information required from a joint venture as detailed in GI 18. Employees of parents, subsidiaries, partners, or affiliates of the Offeror will not be considered in-house unless they are a partner or joint venture Offeror under the applicable procurement business number (PBN).

The partnership must have it's own unique PBN.

2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Contracting Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 19 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will not be evaluated.

GI 20 LEGAL CAPACITY

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror 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 Offerors submitting an offer as a joint venture.

GI 21 DEBRIEFING

Should an Offeror desire a debriefing, the Offeror should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

GI 22 FINANCIAL CAPABILITY

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Contracting Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror 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 Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror outlining the total of lines of credit granted to the Offeror 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 Offeror 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 Offeror 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 Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by PCA, is provided with the required information.
4. Financial Information Already Provided to PCA : The Offeror 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 Offeror 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 Offeror authorizes the use of the information for this requirement.

It is the Offeror'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 Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. Confidentiality: If the Offeror 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 Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror'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 an offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

GI 23 NOT APPLICABLE

GI 24 PERFORMANCE EVALUATION

Offerors 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, Cost and Indigenous Commitments and Achievements. Should the Consultant's performance be considered unacceptable (5 points or lower) in any of the six performance categories, the web application used to administer the call-ups will trigger a review of the performance evaluation by the Contract Performance Review Committee (CPRC) to decide if a Corrective Measure should be applied.

A Corrective Measure can reduce the Offeror's ideal business volume distribution by a certain percentage, which will then be redistributed in the manner described in GC25.

Appendix E - Consultant Performance Evaluation Report is used to record the performance.

GI 25 OFFER COSTS

No payment will be made for costs incurred in the preparation and submission of an offer in response to the Request for Standing Offer. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI 26 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
 - a) if the Offeror, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Offeror, any of its sub-consultants, any of their respective employees or former employees had access to information related to the solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by an Offeror who is providing or has provided the goods and services described in the 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 Offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 27 LIMITATION OF LIABILITY

Except as expressly and specifically permitted in this Request for Standing Offer, no Offeror or potential Offeror 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 an offer each Offeror shall be deemed to have agreed that it has no claim.

GI 28 STATUS AND AVAILABILITY OF RESOURCES

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 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 Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with at least the same qualifications and experience. The Offeror 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 29 CODE OF CONDUCT FOR PROCUREMENT – OFFER

The Code of Conduct for Procurement provides that Offerors 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 Offeror 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.

GI 30 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential Offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Offerors 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)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - STANDING OFFER PARTICULARS (SP)

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 from date of issuance to **March 31, 2027**.

If the Standing Offer is authorized for use beyond the initial period, the Consultant offers to extend its offer for an **additional three (3) one (1) year option 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 **\$ 2,500,000.00** (Applicable Taxes, Fees and Amendments included). The call-up limitation includes fees and all related disbursements.

SP 5 CALL-UP PROCEDURE

Services will be called-up as follows (with separate options according to two tiers of requirements):

1. **Scope of Services:** The Departmental Representative will establish the scope of services to be performed.
2. **Call-up Distribution:** For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows:

Disciplines 1-4 (up to 4 SOA Holders)			
Discipline 5: Multidisciplinary Engineering (up to 3 SOA Holders)			
Region	Description	Number of Estimated DISOs	Ideal Business Distribution Percentage:
1	British Columbia and Alberta Region	5	35% / 25% / 20% / 10% / 10%
2	Saskatchewan and Manitoba Region	3	35% / 30% / 20%
3	Ontario Region	5	35% / 25% / 20% / 10% / 10%
4	Quebec Region	2	60% / 40%
5	Atlantic Region - New Brunswick, Newfoundland and Labrador, Nova Scotia, and Prince Edward Island	4	35% / 25% / 20% / 20%

Note: Canada reserves the right to increase or decrease estimates and/or percentages at it's discretion.

3. Call-Up Tiers

- a. **For requirements up to \$100,000 (including applicable taxes), PCA may either:**
 - i. issue the call-up to the next firm on the rotation (rotational call-ups),
 - ii. select the Offeror of their choice (selective call-ups)
- b. **For requirements above \$100,000 (including applicable taxes), PCA may either:**
 - i. issue the call-up to the next firm on the rotation (rotational call-ups),
 - ii. direct a call-up to a firm with 'best-fit' justification ('best fit' call-ups), or
 - iii. compete the call-up on the basis of a work plan, level of effort, cost of disbursements and/or travel or Indigenous commitments (competitive call-ups).

Each issued call-up will affect the order of priority of rotational call-ups to attain the ideal business volume distribution.

4. **Call-Up Instructions**

a. Selective Call-Ups

For selective call-ups PCA may choose one offeror from the applicable discipline stream.

b. Rotational Call-Ups

For rotational call-ups, the Offeror for whom the difference between the actual and ideal business distribution percentage is the lowest (based on fees only) in relation to the other Offerors in their discipline stream will be selected for the next call-up. This ensures that work is as evenly distributed as possible according to the ideal business distribution percentage targets.

In instances where a call-up has a security requirement or requires the preparation of bilingual documents, priority in the rotation can be limited to the Offerors who indicated that they provide a sufficient level of service.

In the case where insufficient funds remain in an Offeror's standing offer to complete a call-up, the next Offeror that is furthest away from their ideal percentage distribution (based on fees only), and with enough funds remaining, may be selected for the work.

c. 'Best Fit' Call-Ups

A 'best-fit' justification may be applied to any call-up based on the requirements of the site or the consultant's familiarity with the work.

PCA may consider a particular Offeror for a call-up on the grounds of a 'best-fit' justification, which is based on an Offeror's history in conducting previous phases of a client's project/program/site work. For example, if an Offeror has completed the feasibility study or options analysis, then this Offeror may be considered for subsequent tasks such as conceptual design, detailed design, or construction oversight. Rationale for this best fit exception would be based on the Offeror's significant previous experience with the site, or comparable sites, thereby reducing planning time and costs for subsequent project packages.

'Best fit' call-up selections will affect an Offeror's actual business distribution percentage, which may affect the distribution of future rotational call-ups.

d. Competitive Contracts

In order to provide Canada with best value, PCA may choose to compete a contract among the Offerors of the appropriate discipline stream on the basis of a work plan, level of effort, cost of disbursements and/or travel, or Indigenous commitments, and/or the basis of price (fees).

The unadvertised bid solicitations will be performed by the Procurement Authority directly with Offerors through e-mail correspondence and will be subject to the terms and conditions of the standing offers. The solicitations will require an Offeror to submit a proposal that is subject to the Offeror's pre-established financial unit rates (ceiling rate) contained in the standing offer. The e-mail solicitation will use a simplified procurement template containing terms of reference, evaluation criteria and a clear basis of selection.

5. **Terms of Reference**

The Project or Contracting Authority will provide the Consultant with a description of the work using a Terms of Reference (ToR) document. The Work described in the Call-up must be in accordance with the scope of the Standing Offer.

The Terms of Reference (ToR) will contain the details of the activities to be performed, a summary of known on-site hazards, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

6. Consultant Proposal:

- a. The Consultant must provide the Project or Contracting Authority, within the timeframe described in the ToR, a proposal outlining the proposed approach, methodology, project team and Indigenous commitments, if requested, to address the ToR of the Call-up requirement, any proposed deviation(s) to the ToR for the specific Call-up, the proposed total estimated cost for performing the call-up work and a breakdown of that cost, established in accordance with the Basis of Pricing specified in the Standing Offer.
- b. Price Support for major disbursements (over \$5,000) must be provided with the Consultant's proposal. Three separate estimates must be provided for price support for major disbursements over \$25,000.

Acceptable Price Support includes:

- a. a current published price list indicating the percentage discount available to Canada; or*
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or*
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or*
- d. price or rate certifications; or*
- e. any other supporting documentation as requested by Canada.*

- c. **Category of Personnel:** The Consultant's offer 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 offer (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.

It is expected that either the Senior or Intermediate Professional will be identified on each call-up.

- d. **Specialist Services:** For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, a Consultant's individual call-up 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 at time of call-up.

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

- e. 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.
- f. 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.
- g. If the work outlined in the call-up has associated security requirements, the process outlined in SC5 Security Requirements must be adhered to. Standing Offer holders not possessing the required

security clearance at time of call up, maybe bypassed and PCA may proceed to the next consultant who possesses the required security clearance and it is furthest away from the ideal business distribution.

h. If the Standing Offer holder put forth an IBF as part of their original offer on the solicitation, and if requested by Canada the Standing Offer holder must complete Appendix C and submit with their proposal.

7. **Authorization in Writing**

The Consultant will be authorized in writing by the Project or Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer. The Consultant must not commence work until a Call-up is authorized by the Project Authority or the Contracting Authority. The Consultant acknowledges that any work performed before a Call-up has been received and signed will be done at the Consultant's own risk

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.

8. **Exceptions to the distribution system**

a. Exceptions to the above-described distribution system will only occur in instances where the Offeror is not providing satisfactory services. A methodology to assess performance, (Consultant Performance Evaluation Report), has been put into place and could result in the Offeror not achieving their Ideal Business Distribution. Refer to GC 25 Performance Evaluation – Contract for details.

b. The objective of the performance management plan is to work collaboratively with the Offeror to deliver quality products and services, to meet our client needs. This will be done by providing consistent and frequent feedback and evaluating the performance of the Offeror throughout the life cycle of the call ups at different intervals. Project Managers will have ongoing communication with the Offerors with respect to performance, proactively raising issues as they occur, to support a “no surprises” approach to performance management and evaluations.

c. The key performance indicators (KPI) identified in GC25 Performance-evaluation: The frequency of the performance evaluations is determined by the term of the call-up. Call-ups require a minimum of one performance evaluation during the first year and a minimum of two performance evaluations for every full year. Performance of each KPI will be evaluated using a 1-20 rating scale.

9. **Call-up Instrument**

(a) The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms:

- PCA Call-up Against a Standing Offer
- Call-up Proposal Form (CUPF) (included in Appendix H)

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

Advisor, Procurement, Grants and Contributions Branch (PGCB)
Parks Canada Agency

Tel: (343) 585-3836

Email : sheldon.lalonde@pc.gc.ca

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

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:

(1)	Amount this invoice		Fees + Applicable Taxes = Total
(2)	Total previous invoices		Fees + Applicable Taxes = Total
(3)	Total invoiced to date	(1)+(2)=(3)	Fees + Applicable Taxes = Total
(4)	Agreed fees		Fees + Applicable Taxes = Total
(5)	Amount to complete	(4)-(3)=(5)	Fees + Applicable Taxes = Total
(6)	% Services completed this stage		Fees + Applicable Taxes = Total

- 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.
- 3. Unless otherwise agreed upon between the Consultant and the Departmental Representative, all invoices must be submitted to PCA on a monthly basis.

PART 4 - TERMS AND CONDITIONS

GENERAL CONDITIONS (GC)

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, His Majesty or the Government

means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister.

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, as set by the departmental representative;

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 or Project Authority means the officer or employee of Canada identified in each call-up/contract 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 Standing Offer and resulting 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 Standing Offer and resulting 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. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.
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* shall, 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.
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, Canada and the *Consultant* may agree that the performance of the *Services* shall be continued by the *Consultant*, and the *Consultant* shall resume performance of the *Services*, subject only to such terms and conditions agreed upon by Canada and the *Consultant* in writing.
4. If Canada and the *Consultant* do not agree that performance of the *Services* shall be continued by the *Consultant*, or upon the terms and conditions under which the *Consultant* shall continue the *Services*, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of clause 9998DA, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of clause 9998DA, Terms of Payment.

GC 8 TERMINATION

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the Consultant. The Consultant shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the Consultant in accordance with the Termination Costs 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 an offer to the *Consultant's* creditors nor filed a notice of intention to make such an offer, 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 an offer to the *Consultant's* creditors or filed a notice of intention to make such an offer, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the offer 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*.
5. 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.
6. 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. If a call-up identifies the design is intended to be used for other projects in the future than the initial call-up value shall be considered compensation for this purpose The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

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

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

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

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

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

9. *Consultant's* Right to Grant Licence

- a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the licence to exercise the IP Rights in the Foreground and the Background as required by the Standing Offer and/or Call-Up.

- b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form provided for that purpose by *Canada* no later than the time of disclosure to *Canada* of that Background and Foreground.

10. Trade Secrets and Confidential Information

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

11. *Canada* Supplied Information

- a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 12.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.
- b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. Transfer of IP Rights

- a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

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

GC 13 CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The *Consultant* acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5. The *Consultant* shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the *Consultant* is involved in the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project.

The *Consultant* providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Offer 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 Offerors, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

GC 14 STATUS OF CONSULTANT

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

GC 15 DECLARATION BY CONSULTANT

The *Consultant* declares that:

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

GC 16 INSURANCE REQUIREMENTS

1. General

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

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include His Majesty the King in right of Canada, represented by the Minister of Environment and Climate Change 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) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

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 offer 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*.
6. If the *Consultant* fails to provide a replacement equally qualified and experienced as the individual originally proposed, *Canada* may apply a reduction up to 10% of the progress payment that the replacement provided has been demonstrated as equivalent or superior to the original individual identified in the contractor submission. *Canada* will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by *Canada* to the *Consultant*, any penalties owing and unpaid under this section.

Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the specific individual commitments but could not due to circumstances out of the Contractor's control.

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
 - f. Indigenous/Inuit Commitments and Achievements
2. A weighting factor of 20 points will be assigned to each of the six 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 between 6 and 10, a notification will be sent by e-mail to the Consultant indicating that if they receive a score between 6 and 10 points or less on another evaluation, the Corrective Measures procedure detailed in b) below may be triggered.
 - b) For rating of 5 or less points in any one category, an e-mail will notify the Offeror of their unacceptable performance and request them to provide the following: 1) a detailed plan to address the problems identified in the performance evaluation on future call-ups and 2) reasons why the corrective measures should not be applied. The Offeror will have 5-10 business days to respond to the notification prior to the application of the Corrective Measure.

Corrective Measures

Any corrective measure will reduce the ideal business volume distribution percentage of an Offeror in the following manner:

[Redacted]	
1 st	6%
2 nd	4%

[Redacted]	
1 st	5%
2 nd	3%
3 rd	2%

The reduced percentage will be re-distributed *pro rata* to the other Offerors by dividing it as per the formula below:

$$C = [(I / 100) + (O / (N - 1))] \times R$$

C = Corrective Measure Percentage Redistribution
 I = Ideal Business Volume Distribution (as a proportion, not as a percentage)
 O = Ideal Business Volume Distribution of the Non-Performing Offeror
 N = Total Number of Offerors
 R = Percentage Being Redistributed

For example, a corrective measure is being applied to the third ranked Offeror (In Discipline Stream 8). The calculation below demonstrates how much of the 2% corrective measure is redistributed to the 1st ranked Offeror:

$$C = [(50 / 100) + (0.20 / (3-1))] \times 2\%$$

$$C = (0.50 + (0.20 / 2)) \times 2\%$$

$$C = (0.50 + 0.1) \times 2\%$$

$$C = 0.6 \times 2\%$$

$$C = 1.2\%$$

For the purposes of illustration, the table below demonstrates the application of a corrective measure to the ideal business volume distribution of the third ranked Offeror and the redistribution of the reduced percentage to the other Offerors:

1 st	50%	+1.2%	51.2%	55%	+3.8%	3
2 nd	30%	+0.8%	30.8%	25%	-5.8%	1
3 rd	20%	-2%	18.0%	20%	+2.0%	2

In the example above, one can see that the third ranked Offeror slips to the second order of priority in the call-up rotation after having their ideal business volume distribution reduced by 2%. In this case, the corrective measure affects both the call-up rotation as well as the total estimated value of call-ups awarded to the Offeror over the long term.

In addition to the application of a corrective measure, PCA reserves the right to bypass the Offeror if they are next in the rotational call-up priority if the call-up is for a project of similar scope to the project for which the corrective measure was applied and the call-up is to be issued within six months of the corrective measure.

Appendix E - Consultant Performance Evaluation Report is used to record the performance.

GC 26 INTERNATIONAL SANCTIONS

- a. 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 (https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng).
- b. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- c. 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

Solicitation No. - N° de l'invitation
5P468-23-0161/A
Client Ref. No. - N° de réf. du client
N/A

Amd. No. - N° de la modif.
000
File Name - Nom du dossier
Request for Standing Offer - Environmental Engineering Services for National Parks and
National Historic Sites

Contracting Authority - Autorité contractante
Sheldon Lalonde

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) (<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.

PART 5 - SUPPLEMENTARY CONDITIONS (SC)

SC1 INDIGENOUS COMMITMENTS and ACHIEVEMENTS

Where practical, an Indigenous Participation Plan (IPP) will be incorporated into resulting call-ups via a request for Indigenous Commitments. If requested, Consultants, are responsible for explaining how they will apply their overall IPP plan on each specific call-up and to provide firm commitments, prior to authorization of a call-up as per Appendix C. If a Consultant is unable to make commitments, valid justification must be provided for review and acceptance by Canada.

At the end of the call-up, as part of the deliverables, the Consultant will be required to complete the achievement reporting tables in Appendix C to confirm that all requirements were met. Supporting documentation may be required.

All Regions

This federal government procurement supports Indigenous economic development.

Offerors are requested to maximize Indigenous employment, subcontracting and training opportunities, and involve Indigenous businesses, in carrying out work under the resulting call-ups.

For purposes of interpretation:

"Indigenous Business" means an entity that meets the eligibility requirements for the Indigenous procurement set aside (<http://www.sac-isc.gc.ca/eng/1100100032808/1612398410366>).

It is not necessary to provide evidence of eligibility at the time the offer is submitted. However, the business should have evidence of eligibility ready in case it is audited.

SC2 LANGUAGE REQUIREMENTS

1. Communication between *Canada* and the *Consultant* shall be in either of Canada's official languages, as necessary.
2. The Consultant's *services* during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's *services* during construction shall be provided in the language of choice of the *Contractor*. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.

SC3 SECURITY REQUIREMENTS

Some call-ups against the Standing Offers might require that the consultants and their personnel possess a Facility Security Clearance (FSC) at the RELIABILITY level issued by the Contract Security Program of Parks Canada Agency.

Successful Offeror(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, may be bypassed and PCA may 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.

Process for applying security requirements:

1. Prior to initiating the call-up procedures in SP5, the Project Authority must:
 - a. Complete the Security Requirement Check List (SRCL) in Appendix G.
 - b. Forward the SRCL to the Contracting Authority along with all associated security guides/documents.
2. The Project Authority will then submit the SRCL to the Canadian Industrial Security Directorate (<http://iss-ssi.pwgsc-tpsgc.gc.ca/index-eng.html>) to obtain clauses to be added to the call-up.
3. The complete SRCL, associated security guides/documents, and clauses from CISD, will then be submitted to the Contracting Authority for call-up processing.
4. Prior to issuing the call-up, the proposed consultants will then be verified against the required security clearance levels. Seeking verification of the consultants security clearance will be the responsibility of the Contracting Authority

SC4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - SETTING ASIDE AND DEFAULT BY THE CONSULTANT

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer and contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer and will constitute the Consultant in default as per the terms of the contract.

SC5 HEALTH AND SAFETY

Employer/Prime Consultant:

1. During the Design Stage

a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:

i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

ii) assume the role of Prime Consultant, where there are two or more employers (including subconsultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

2. During the Construction Stage

a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

SC6 PCA QUALITY ASSURANCE REVIEWS

- .1 The Project Authority will conduct Quality Assurance Reviews on reports, drawings, schedules, and cost estimates prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to PCA comments in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- .2 Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by PCA.
- .3 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 will obtain the Project Authority's acceptances during each of the project stages.
- .4 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 Contract.
- .5 The Project Authority acceptances do not preclude the possibility that the work may be determined to be unsatisfactory at later stages of review (e.g. there may be more than one (1) draft version of a report required). 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.
- .6 Acceptances by the Client and other agencies and levels of government will be obtained to supplement the Project Authority acceptances. The Consultant will assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

PART 6 - TERMS OF PAYMENT (TP)

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 Part 8, Calculation of Fees 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
 - b) 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
 - c) 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
 - d) 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. In the event of a suspension of any *Services* pursuant to GC 7 of clause 0220DA, General Conditions, *Canada* shall pay:
 - a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and
 - b) those out-of-pocket costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and 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, the suspension of Services pursuant to GC 7 of clause 0220DA, General Conditions.

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:
 - a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).
2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and 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, the termination of any Call-up pursuant to GC 8 of clause 0220DA, General Conditions.

TP 10 DISBURSEMENTS

- 10.1 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 (within a 100 km radius of the location of work); and
 - j) local project office.
- 10.2 Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

- a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
- b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
- c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
- d) other disbursements made with the prior approval and authorization of the Departmental Representative.

10.3 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.

PART 7 - CONSULTANT SERVICES (CS)

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*.

PART 8 - CALCULATION OF FEES (CF)

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.
 - c) Percentage Fee: (for contracts by competition only)
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.

Solicitation No. - N° de l'invitation
5P468-23-0161/A
Client Ref. No. - N° de réf. du client
N/A

Amd. No. - N° de la modif.
000
File Name - Nom du dossier
Request for Standing Offer - Environmental Engineering Services for National Parks and
National Historic Sites

Contracting Authority - Autorité contractante
Sheldon Lalonde

PART 9 - REQUIRED SERVICES (RS)

The Terms of Reference document is included under separate attachment “PART 9 - STANDING OFFER BRIEF – REQUIRED SERVICES.pdf”.

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N/A

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PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

The qualification requirement is included under separate attachment “**PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION.pdf**”.

PART 11 - INDIGENOUS BENEFITS CRITERIA (IBC)

This solicitation document includes socio-economic criteria that is practicable and consistent with sound procurement management principles. These socio-economic criteria are referred to as Indigenous Benefits Criteria (IBC) and Offerors propose Indigenous benefits in their Indigenous Benefits Framework (IBF). **Offerors should submit an Indigenous Benefits Framework as part of their offer. Only one Indigenous Benefits Framework submission is required regardless of the Offeror submitted for multiple Discipline Streams.** The intent of this section is to assess Offeror's framework on engaging local Indigenous groups and involve them with an Indigenous Participation Plan (IPP) at the call up stage.

For a framework to be assigned points for representations made in respect of any IBC, the Offeror must fully demonstrate how they will meet the objective of each criterion. In this section Offerors must explain how they will apply their IBF to each specific call-up. It is the Offerors' responsibility to provide sufficient information in their framework to enable the Evaluation Committee to complete its evaluation and assess the viability of a framework.

This may include, but is not limited to, examples on practices, procedures or resources already in place or how they will be developed, and the steps a consultant will take once a request for call-up proposal is received i.e. who they will contact or how they will go about determining who to contact within the community. Offerors must include all reference material to be considered, material and/or documents outside the offer will not be considered. URL links to websites will not be considered. No prior knowledge or experience of the Evaluation Committee will be taken into consideration.

The proposed IBF under 3.0 will be applicable to the overall Standing Offer. If requested, successful Standing Offer holders will be required to complete Appendix C prior to authorization of a call-up.

Canada reserves the right to verify any information provided in the IBF and that untrue statements may result in the tender being declared non-responsive.

Defining "Indigenous":

An Indigenous supplier refers to any one that is registered or identified in one or more of the following Indigenous business directories or lists:

- Indigenous Business Directory <https://www.sac-isc.gc.ca/rea-ibd>
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.
- A list provided by the local First Nations, if applicable

NOTE: This not an exhaustive list

Eligible Indigenous labourer:

Indigenous people from within the contract area must meet the following criteria:

1. An Indigenous individual who is working on-site performing services related to the project for a consultant, subconsultant or supplier.
2. The individual must live within the area of the contract (will be defined at time of call-up). Proof of residency may be requested (Driver's Licence, Territorial Health Card).

3.0 – INDIGENOUS BENEFITS FRAMEWORK (IBF) for overall Standing Offer

Offeror's-Cross Reference - In this column, Offerors are to cross-reference where this criteria/requirement is indicated in their offer.

Criteria Item	Description	MAX POINTS	Offeror's Cross Reference
<p>IBC 1</p>	<p>PAST INDIGENOUS ENGAGEMENT EXPERIENCE Offerors will be awarded points / evaluated on demonstrating past successful and meaningful involvement of local Indigenous groups on at least 1 project in the past 5 years. This should include but is not limited to a description of the local labour and suppliers leveraged for the project. The project could be the same as any indicated in the technical sections above. For the completed project, the following applies:</p> <ul style="list-style-type: none"> • The project should be related to engineering consulting services and have a total contract value of at least \$25,000 (GST Extra). • Must list the types of contractors, service providers and labour categories that were utilized on the project. • Outline the contract targets and actuals achieved (for Indigenous labour, subcontracting and skills development), describe the plan executed to achieve these targets, and how/if the targets were met and monitored/reported on. • Must list the names and current telephone numbers of Client(s) and/or Indigenous rights holders that have knowledge of the projects, where applicable, for reference purposes. Indicate the email and fax numbers (if available). Parks Canada may contact references to verify information only. 		
<p>IBC 2</p>	<p>ENGAGEMENT STRATEGY Offerors will be evaluated on their proposed engagement strategy for engaging and retaining <u>INDIGENOUS</u> businesses, employees, and apprentices. At minimum, the Offeror's strategy should identify their intended plans for the following:</p> <ul style="list-style-type: none"> • Initial engagement strategy for communicating with and engaging <u>INDIGENOUS</u> businesses and individuals 		

	<p>to determine capacity and interest and reaching agreements for working on the project.</p> <ul style="list-style-type: none"> • Other communication strategies or actions to maximize recruitment & engagement of Indigenous partners (e.g. dedicated Indigenous liaisons to build relationships, holding job fairs or events in local communities). <p>Offerors with a proven track record of meaningful <u>INDIGENOUS</u> engagement will be considered for preferential scoring.</p>		
IBC 3	<p>HUMAN RESOURCES PLAN AND SUBCONTRACTING PLAN</p> <p>The Offeror should provide a measurable plan and outline the steps that will be taken to achieve the plan that maximizes the use of <u>INDIGENOUS</u> employment and business opportunities from the area of the Standing Offer Stream for which they are applying. Identify the type of employment positions and subcontracting that would be proposed for various Call-up categories.</p> <p>The Offeror should also consider:</p> <ul style="list-style-type: none"> • Strategies during the call up for monitoring success of the <u>INDIGENOUS</u> Participation Plan and adjusting as required to increase and optimize outcomes. • Strategies to ensure successful retention of <u>INDIGENOUS</u> employees and apprentices through the course of multiple PCA or non-PCA projects. • Strategies to mitigate challenges or difficulties that <u>INDIGENOUS</u> employees and/or businesses face in providing services on a project that is distant from their residence. 	See below	
IBC 4	<p>TRAINING AND DEVELOPMENT</p> <p>The Offeror should provide an undertaking of a commitment with respect to delivery of training and/or development programs for local <u>INDIGENOUS</u> people at no additional cost under the resulting call-ups. This will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> • <i>Innovation</i> • <i>Long-term Socio-Economic Benefit/Impact</i> • <i>Marketable Training/Skills</i> • <i>How the training of <u>INDIGENOUS</u> partners will be managed, taking into consideration, the operational requirement, availability and capacity of training facilities, and availability of consultant's staff to</i> 	See below	

	<p><i>supervise, monitor, support and coordinate trainees as required.</i></p> <p>Some options include but are not limited to:</p> <ul style="list-style-type: none"> • <i>Apprenticeship Programs</i> • <i>Summer employment for College/University students / Co-op</i> • <i>Scholarship funds</i> • <i>Partnerships with Training Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)</i> 		
IBC 5	<p>COMMUNITY DEVELOPMENT</p> <p>The-Offeror should provide an undertaking of a commitment with respect to delivery of a community development program for local <u>INDIGENOUS</u> people at no additional cost under this project.</p> <p>This will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> • <i>Innovation</i> • <i>Long-term Socio-economic Benefit/Impact</i> • <i>Alignment with the Communities' development Plan</i> <p>Some options include but are not limited to:</p> <ul style="list-style-type: none"> • <i>Grants</i> • <i>Infrastructure</i> • <i>Equipment</i> 	See below	

Item	Weight Factor	Rating	Weighted Rating
IBC 1	1	0 – 10	0 – 10
IBC 2	1	0 – 10	0 – 10
IBC 3	1	0 – 10	0 – 10
IBC 4	1	0 – 10	0 – 10
IBC 5	1	0 – 10	0 – 10
Total IBF Rating:			0 – 50

APPENDIX A - DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 5)

Name of Offeror:

Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization

Size of Organization

Sole Proprietorship

Number of Employees _____

Partnership

Graduate Architects/ _____

Corporation

Prof. Engineers:

Other Professionals _____

Joint Venture

Technical Support _____

If applicable, provide the names of the JV entities:

Other _____

1. _____

2. _____

3. _____

4. _____

Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

I, the Offeror, 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 an offer 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 offer 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 Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the offer 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 Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror certifies having a combined workforce in Canada of 100 or more employees; and

- A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror 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 Offeror is not a Joint Venture.

OR

- B2. The Offeror 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 Offerors)

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, 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a 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.

Declaration / Certifications Form (page 5 of 5)

Name of Offeror:

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 offer 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 Offeror, hereby certify that the information given on this form and in the attached Offer is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

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

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

APPENDIX B - PRICE OFFER FORM

INSTRUCTIONS

1. Complete price offer form and submit in accordance with the instructions in this solicitation.
2. Price offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. For each of the disciplines listed (Sr. lead/Principal Senior, Intermediate and Junior) below, 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. For the categories where a Sr. lead/Principal Senior, Intermediate and/or Junior Personnel is requested, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.
5. The hourly rates identified will be for the period (s) identified in the Standing Offer Agreement .
6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 100 km radius of the employees home office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 100 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.

Appendix B – Basis of Payment

1. Professional Fees

- 1.1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, GST extra. The hourly rates identified will be for the period of Standing Offer Agreement Issuance until March 31, 2027.
- 1.2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.
- 1.3 Personnel substituted, with the prior written approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.
- 1.4 Overtime will be charged at the firm hourly rate, no multiplier shall be allowed.

2. Disbursements

2.1 Major Disbursements

2.2.1 Major disbursements will be charged at actual cost with no mark-up and no provision for profit. Major disbursements shall include: materials, supplies, testing & analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans). Major disbursements shall be invoiced with supporting documentation including back-up receipts. Air craft charters for the purposes of transporting project personnel will not be treated as major disbursements and shall be processed as a travel expense.

2.2.2 Major disbursements must be specific project related and must not include expenses that are related to the normal operation of the Consultant's business or will be shared for other projects. The following costs must not be included in the major disbursement fees required to deliver the consultant services and will not be reimbursed separately:

- Office equipment including telephones and cell phones;
- Personal Protective Equipment;
- First Aid Kits;
- computers;
- software;
- cameras;
- video cameras;
- Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier)

2.1.3 Consumables and rental rates for equipment owned by Consultant will not be recovered as a major disbursement with the use of internal Consultant receipt. The definition of consumables and rental equipment owned by Consultant includes but is not limited to all materials and supplies required to complete the objective of testing and analysis such as paper towels, plastic bags, pens, markers, shovels, first aid kits, tool kits, hand tools, pin finders, interface probes, vapour analysers (PIDs), personal protective equipment, safety gear, hard hats, confined space meter, water level meter, field note books, water samplers, water quality meters, multi-meters, sampling pumps, two way radios, GPS trackers, air sampling pumps and stands, sediment samplers, garbage bags, bailers, string, etc. These expenses should be included in the Professional hourly fees.

2.2 Travel and Living Expenses

2.2.1 In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint

Council on Travel and Living Expenses, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class. Company owned vehicles used for project related work (traveling to the site and use while on the job) outside the designated 100 km radius of the employees home office, will be reimbursed with the applicable kilometric rate only. Daily use charges will not be allowed.

2.2.2 All travel must have the prior authorization of the Project Authority.

2.2.3 All payments are subject to government audit.

2.2.4 All information relating to National Joint Council Travel Directive 2.3 can be access through the following web site: <http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php>

3. Limitation of Expenditure

With the exception of the firm elements above, the amounts shown in the respective categories of the Basis of Pricing are estimates, and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized Call-up does not exceed the limitation of expenditure specified in the authorized Call-up.

4. Prices are F.O.B: Destination

APPENDIX B1 - PRICE OFFER (will form Basis of Payment)

Name of Offeror: _____

Address: _____

A. Initial Standing Offer Period: Date of award to March 31, 2027

Category of Personnel	Estimated Usage / Weight (A)	Fixed Hourly Rates by year			Total Evaluated Rate (A X (B+C+D+E+F))
		Date of award to March 31, 2025 (B)	April 01, 2025 – March 31, 2026 (E)	April 01, 2026 - March 31, 2027 (E)	
Project Management					
Senior Project Manager / Principal	200	\$	\$	\$	\$
Intermediate Project Manager	300	\$	\$	\$	\$
Civil Engineer – specialized in Environmental					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Mechanical / Petroleum Engineer – specialized in Storage Tanks Systems					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Geotechnical Engineer– specialized in Environmental					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Environmental Technician / Technologist					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Geophysics					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$

Junior	100	\$	\$	\$	\$
Environmental Scientist - specialized in Biology					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Environmental Scientist – specialized in Impact Assessment					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Environmental Scientist – specialized in Chemistry					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Environmental Scientist – specialized in Geology					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Hydrogeology					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Hydrology					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Geophysics					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Geomorphology					
Senior	50	\$	\$	\$	\$

Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Environmental Scientist – specialized in Climate Change Modeling and Adaptation					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Environmental Scientist - specialized in Botanist					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Landscape Architect – Specialized in Ecological Restoration					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Industrial / Occupational Hygienist					
Senior	200	\$	\$	\$	\$
Intermediate	300	\$	\$	\$	\$
Junior	100	\$	\$	\$	\$
Archaeologist / Archaeology					
Senior	50	\$	\$	\$	\$
Intermediate	100	\$	\$	\$	\$
Junior	75	\$	\$	\$	\$
Other Personnel					
Risk Assessor	75	\$	\$	\$	\$
Indigenous Relations Liaison	75	\$	\$	\$	\$
CADD/Draftsperson	75	\$	\$	\$	\$
Field Technician	75	\$	\$	\$	\$
Administration	100	\$	\$	\$	\$
Sub-Total for Initial Standing Offer Period				\$	\$

B. Optional Standing Offer Period

If the Standing Offer is authorized for use beyond the initial period (ending March 31, 2027), the Consultant offers to extend its offer for an additional three (3) one (1) year option periods under the same conditions and at the rates or prices specified in the Standing Offer.

Annual Rate Adjustments

Prior to the commencement of the **optional standing offer period** and each subsequent year for which the Standing Offer is in effect the firm hourly rates for these periods will be based upon the previous years firm hourly rate adjusted by the percentage change in the Average Weekly Earnings for Canada, unadjusted for seasonal variation, NAICS = Professional, scientific and technical services [541], excluding overtime, published by Statistics Canada, *Table 14-0203-01 (formerly CANSIM 281-0026)*, over the two immediately preceding Calendar years. Information is available electronically from:

Average weekly earnings by industry, monthly, unadjusted for seasonality (statcan.gc.ca)
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410020301&pickMembers%5B0%5D=1.1&pickMembers%5B1%5D=2.1&pickMembers%5B2%5D=3.2&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2021&cubeTimeFrame.endMonth=12&cubeTimeFrame.endYear=2021&referencePeriods=20210101%2C20211201>

Example Calculation

The following formula will be used to calculate the percentage change as described in items 1 above:
 Percentage Change =

$$\frac{((\text{Sum of Indices for Calendar Year prior to Calendar Year of the Option Period}) - 1)}{\text{Sum of Indices for Calendar Year two years prior to Calendar Year of the Option Period}} \times 100$$

Example Scenario

To calculate the firm hourly rate for the Option Year of the Standing Offer, whereby the Option Year will commence April 1, 2023, the firm hourly rate for Standing Offer Year 4 would be increased by 2.64% based on the following assumptions:

Calendar Year Two Years prior to the Calendar Year of the Option Period - January 2021 - December 2021		Calendar Year prior to the Calendar Year of the Option Period - January 2020 - December 2020	
Month	Indice	Month	Indice
Jan. 2021	1,046.72	Jan. 2022	1,053.88
Feb. 2021	1,049.34	Feb. 2022	1,045.03
Mar. 2021	1,029.99	Mar. 2022	1,078.88
Apr. 2021	1,021.16	Apr. 2022	1,054.66
May. 2021	1,014.95	May. 2022	1,051.80
Jun. 2021	1,044.14	Jun. 2022	1,081.64
Jul. 2021	1,045.33	Jul. 2022	1,066.64
Aug. 2021	1,046.26	Aug. 2022	1,066.13
Sep. 2021	1,063.52	Sep. 2022	1,066.82
Oct. 2021	1,059.46	Oct. 2022	1,082.54
Nov. 2021	1,037.66	Nov. 2022	1,099.69
Dec. 2021	1,085.09	Dec. 2022	1,127.23
Sum of Indices (2021):	12,534.62	Sum of Indices (2022):	12,874.94

$$\text{Percentage change} = \frac{((12,874.94) - 12,534.62)}{12,534.62} \times 100 = 2.64\%$$

END OF PRICE OFFER FORM

APPENDIX C – INDIGENOUS COMMITMENTS AND CERTIFICATION FOR CALL-UPS and ACHEIVEMENT REPORTING

For the successful Consultants only.

If requested, prior to call-up issuance

1. The Consultant must provide a summary of activities undertaken to meet their ***Indigenous Benefits Framework (IBF)***
2. The Consultant must submit the following duly completed commitment tables as part of their call-up proposal. If no plan was provided at the time of Offer, then the tables need not be completed.
3. By signing the call-up form, the Consultant certifies that the information contained in the tables below is accurate and complete.
4. If the consultant is unable to make commitments, valid justification must be submitted to Canada for review and acceptance.

During the life of the call-up / Upon call-up completion

5. If commitments are made, the Consultant must provide a summary of activities undertaken to meet the commitments made. At a minimum, the tables below must be completed again with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Consultant prior to final payment. Depending on the duration of the call-up, the consultant may be asked to provide a summary of activities on a more frequent basis.
6. Information provided may be subject to verification.
7. The Certification and Achievement Reports must be submitted prior to (final) payment with details how the Consultant met its commitments.
8. Failure to comply with the request to submit the certification and report within a 30 day time period may result in set-aside of the Standing Offer.
9. If a Consultant fails to meet their Commitments, unless for reasons beyond the Consultants control, the consultant may be subject to the Vendor Performance Corrective Measures as per GC25.

General

10. The Standing Offer Authority will have the right to ask for additional information to verify the certification. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will constitute a default under the Contract.
11. For follow-up purposes, the communities may receive copies of the contractors Indigenous commitments and periodically receive performance monitoring results.
12. The certifications provided by the Standing Offer holder to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a Consultant in default if any certification made by the Consultant is found to be untrue whether made knowingly or unknowingly, during the contract period.

The certification and a separate report is to be submitted for each Call-up. **Failure to comply may result in Standing Offer termination.**

Call-up #	
Call-up Title:	
Location of the Work:	
CLCA (if applicable):	

TABLE 1 – Indigenous Training and Skills Development Commitment

Standing Offer holders' undertaking of a commitment with respect to delivery of on-the-job training, apprenticeship programs, and other applicable training programs for Indigenous from the area or the call-up or applicable Settlement Area.

- Consultants are to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained.
- Apprenticeship and/or applicable training and skill development programs are considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.
- Participation in training and skill development programs that are included in the scope of the contract are not eligible for consideration.

Employment Type or Position	Type of Training and/or Skills Development	Indigenous Employee	Training and/or Skills Development Hours	Total Dollar Value
		Y/N		\$
		Y/N		\$
		Y/N		\$
		Y/N		\$
		Y/N		\$
Total Indigenous Training Hours / Dollar Value			HRS	\$

TABLE 2 – Plan for Indigenous Content for Sub-Contracting/Supplier Costs:

Company Name	Indigenous Company	Sub-Contracting/Supplier Cost
	Y/N	\$
	Y/N	\$
	Y/N	\$
	Y/N	\$
	Y/N	\$
	Y/N	\$
	Y/N	\$
Total Estimated Supplier Cost from Indigenous Companies for this Call-up (A)		\$
Total Estimated Call-up Value (B)		\$
A/B		%

TABLE 3 – Indigenous Labour Content Plan:

The employment of Indigenous in carrying out the work of the call-up. An eligible labourer must meet the following criteria:

- An individual who is performing services related to the project for a consultant, subconsultant or supplier who has a call-up with PCA to do work related to the project.

Employment Type or Position	Indigenous Employee	Labour Hours (X)	Hourly Rate (Y)	Total Dollar Value (X*Y)
	Y/N			
	Y/N			
	Y/N			
	Y/N			
	Y/N			
	Y/N			
Total Estimated Indigenous Labour Costs for this Call-up (A)				\$
Total Labour Costs for this Call-up (B)				\$
A/B				%

NOTE: If no commitments are indicated above, Standing Offer Holders are required to provide an explanation/rationale below as to how they've determined no Indigenous opportunities are available. This rationale should include details such as what opportunities were considered and researched, if the Indigenous community was consulted in search of opportunities, etc.

Rationale for No Commitments:		
_____ PRINT NAME	_____ SIGNATURE	_____ DATE

In addition to the tables above, SOHs must provide details on how they are meeting their IBP put forward as part of their offer. This should include details on how the SOH is meeting their Community Development or Business Plan, what progress the SOH has made towards creating Indigenous capacity and sources of supply, what steps the SOH is taking or has taken to maximize their employment of Indigenous persons and any other relevant undertakings not already captured in the tables above such as scholarships, engagements, outreach projects or specialized training.

IBP Progress Update:

Upon Call-up Completion

CONSULTANT ACHIEVEMENT CERTIFICATION

The Consultant must submit the following certification if call-up commitments were made, along with the tables above reflecting achievements realized.

ACHIEVEMENT CERTIFICATION		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
The Consultant certifies the information contained in the tables above are accurate and complete		

Submit Plan and Certification for each Call-up to either the Departmental Representative or the Standing Offer Authority.

NOTE: *Consultants who fail to apply their overall Standing Offer Plan to the specific call-ups, may be subject to the Vendor Performance Corrective Measures as per GC25.*

Project Status Definition Examples:

	Green Optimal Performance (now and overall)	Yellow Not currently in line with the baseline, but within approved parameters	Red At risk of requiring new approvals. Not within approved parameters.
Scope	The project requirements (scope) are known and requirements changes have no impact on the project.	The project requirements are not clear. The requirements changes may impact the project negatively.	The project requirements are not known. The requirements changes will impact negatively the project.
Schedule	The project milestones are currently in line with the approved schedule. The overall project completion date will also be respected.	The project milestones are not currently in line with the approved schedule, but the overall project completion date will be respected.	The project milestones are not currently in line with the approved schedule, nor will the overall approved timeline be respected.
Budget	The project current expenditures and forecasted expenditures are within the approved Expenditure and Project Authorities.	The project current expenditures are not in line with the plan, but the forecasted expenditures (including the risk allowance) do not exceed the expenditure authority or the Project Authority.	The project current expenditures forecast exceed the expenditure authority or the Project Authority.

APPENDIX E - CONSULTANT PERFORMANCE EVALUATION REPORT

Protected "B" when completed

Standing Offer Agreement:	
Contract Number:	
Project Number:	
Client Reference Number:	
Description of work:	
Firm's Name:	
Firm's Address:	

Name:	
Telephone No. :	
E-Mail Address:	

Contract Award Amount:	
Contract Award Date:	
Final Amount:	
Contract Completion Date:	
No. of Amendments:	

Category	Category Scale	Points
Design: This is the rating of the quality of the design (may not be applicable).	Unacceptable: 0-5 Not Satisfactory: 6-10 Satisfactory: 11-16 Superior: 17-20	
Quality of results: This is the rating of the quality of not only the final deliverable but also the deliverables throughout the various stages of the project.	Unacceptable: 0-5 Not Satisfactory: 6-10 Satisfactory: 11-16 Superior: 17-20	
Management: This is the rating of how the project was managed including the project delivery, and overall consultant services (may not be applicable).	Unacceptable: 0-5 Not Satisfactory: 6-10 Satisfactory: 11-16 Superior: 17-20	
Time: This is the rating of time planning and schedule control.	Unacceptable: 0-5 Late: 6-10 On time: 11-16 Ahead of Schedule: 17-20	
Cost: This is the rating of the quality of cost planning and control during the life of the project (may not be applicable).	Unacceptable: 0-5 Not Satisfactory: 6-10 Satisfactory: 11-16 Superior: 17-20	
Indigenous Commitments and Achievements: The rating of the offeror's effort and success in meeting Indigenous/Inuit commitments (may not be applicable).	Unacceptable: 0-5 Not Satisfactory: 6-10 Satisfactory: 11-16 Superior: 17-20	
Total Points		
Comments:		

Name (Departmental Representative): _____

Title: _____

Signature: _____

Date : _____

Name (Standing Offer Authority): _____

Title: _____

Signature: _____

Date: _____

INSTRUCTIONS AND ADDITIONAL INFORMATION

Design

The following items should be considered:

- Understanding of the project objectives and constraints
- Thoroughness of and logical approach in problem analysis and exploration of alternatives
- Appropriateness of concept and sensitivity to context (physical and non-physical, image, site, geography, function, client, etc.)
- Functional/technical requirements: effectiveness of concept in providing for functional and technical requirements, including flexibility and expansion
- Aesthetic/spatial qualities and/or engineering "elegance"
- Functional performance for users: efficiency, safety, comfort and convenience, ease of operation and maintenance including engineering and architectural support elements/services
- Building science and engineering technology: equipment and construction systems, materials selections and detailing conducive to efficient construction and good life-cycle performance/economics; judgment in balancing between use of new technology vs. reliance on proven technology

Quality of results

The following items should be considered:

- Responsiveness to PCA/Client input
- Coverage of all aspects of process (all technical issues addressed, approval authorities, departmental procedures, etc.)
- Quality of studies including: comprehensive investigation work, logical analysis, firm and substantiated recommendations, clarity of presentation
- Quality of working documents (completeness, accuracy, co-ordination)
- Quality control on construction
- Contract administration -correctness, timeliness

Management

The extent to which the firm takes charge of and effectively manages the work has a direct effect on the inputs required of PWGSC. Consideration should be given to:

- Delivery of a comprehensive, reliable and effective service in a responsive, orderly and "surprise free" manner
- Appropriate understanding of the Consultant role, within the context of PWGSC's operating environment and objectives and of the needs of the project
- Application of initiative, judgement and attentiveness in providing services
- Management of Consultant team: leadership, efficiency, fairness, and ensuring proper level of service
- Co-ordination of sub-consultants, if applicable
- Sensitivity of external factors: awareness of current conditions in the building industry and in the local community, and use of this information for the benefit of the project

Time

For the purpose of evaluating the firm's time performance, consideration must be given to conditions beyond the firm's control including PWGSC / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- On-schedule delivery of services in every stage

Cost

The following items should be considered:

- Management of the design development within cost plan
- Timeliness of estimating and cost plan monitoring
- Final project estimate vs. Actual (established at award)
- Application of value engineering to design decisions, if applicable
- Appropriate balance of cost between estimate elements

Indigenous Commitments and Achievements

For the purpose of evaluating the firm's IBP performance, consideration must be given to conditions beyond the firm's control including PCA / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- Sensitivity of external factors: awareness of current conditions in the in the local community, and use of this information for the benefit of the project regarding Indigenous/Inuit participation
- Thoroughness of approach in problem analysis and exploration of alternatives
- Did the commitments align with the Offeror's IBP plan provided at the time of offer?
- Did the consultant meet their commitments made at time of call-up?
- Did the consultant work to remedy any objectives where there was an indication that objectives would not be met prior to call-up completion?
- Did the consultant provide acceptable rational for any objectives not met?
- Did the consultant demonstrate little or significant effort in meeting their IBP commitments?

Solicitation No. - N° de l'invitation
5P468-23-0161/A
Client Ref. No. - N° de réf. du client
N/A

Amd. No. - N° de la modif.
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File Name - Nom du dossier
Request for Standing Offer - Environmental Engineering Services for National Parks and
National Historic Sites

Contracting Authority - Autorité contractante
Sheldon Lalonde

APPENDIX F – DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

APPENDIX G – SECURITY REQUIREMENTS CHECKLIST (SRCL)

APPENDIX H – CALL-UP PROPOSAL FORM (CUPF)

Appendices F, G and H are included under separate zip file attachment entitled “**Appendices Annexes F, G, H.zip**”.