

RETURN BIDS TO:
Parks Canada Agency
Suite 1300, 635 – 8 Avenue S.W.
Calgary, Alberta T2P 3M3

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency
Suite 1300, 635 – 8 Avenue S.W.
Calgary, Alberta T2P 3M3

Comments:

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PCA will not be accepted.

Title: Dam Safety Review of the Johnson Lake Dams in Banff National Park, AB		
Solicitation No.: 5P420-13-5029/A	Date: June 14, 2013	
GETS Reference No.: n/a		
Client Reference No.: BNP12-04-040		
Solicitation Closes:		
At: 02:00 PM	On: July 24, 2013	Time Zone: Mountain Daylight Time (MDT)
Address Inquiries to: Adam Krisch		
Telephone No.: (403) 292-4560	Fax No.: (403) 292-4475	Email Address: adam.krisch@pc.gc.ca
Destination of Goods, Services, and/or Construction: See Herein		

TO BE COMPLETED BY THE BIDDER (type or print)	
Vendor/Firm Name	
Address	
Telephone No.	Fax No.
Name of person authorized to sign on behalf of the Vendor/Firm	
Title	
Signature	Date



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PART 1 – GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011-05-16) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1. SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors

2. Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PCA will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid	<u>(one (1) bound original plus four (4) hard copies)</u>
Section II: Financial Bid	(one (1) hard copy)
Section III: Certifications	(one (1) hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The order of the proposals should follow the order established in the Technical Evaluation Criteria at Annex D and be in accordance with the Technical Bid Submission Requirements below.

Technical Bid Submission Requirements

The maximum number of pages that will be evaluated, including text and graphics, is:

- (a) ten (10) for double sided pages; or
- (b) twenty (20) for single sided pages.

For evaluation purposes:

- (a) one (1) page means one (1) side of 8.5 x 11 inch (216mm x 279mm) sheet of paper;
- (b) 11x 17 inch (279mm x 432mm) (fold-out sheets for spreadsheets, organization charts, etc. will be counted as two (2) pages.

The following will not be counted in the maximum number of pages evaluated:

- (a) Covering letter (optional – contents not evaluated);
- (b) Consultant team resumes and/or CVs;
- (c) Licenses and/or certifications;
- (d) Complete Licensing Requirement Form at Annex E
- (e) Completed Consultant Team Identification Form at Annex F or other acceptable format;
- (f) Pages of the RFP required for complete bid submission including but not limited to the front page, certifications, the Contractor's Representative, and the Basis of Payment at Annex B;
- (g) Any amendments to the RFP;

Pages which extend beyond the maximum limits indicated above will be extracted from the proposal and will not be evaluated.



Canada requests that the following format be implemented when preparing the proposal:

- (a) Paper size – 8.5 x 11 inch (216mm x 279mm);
- (b) Minimum font size – 11 point Times or equivalent;
- (c) Minimum margins – 12mm left, right, top, and bottom;
- (d) Double-sided submissions are preferred.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1. SACC Manual Clauses

C3011T (2010-01-11) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1. Technical Evaluation

1.1.1. Mandatory Technical Criteria

Bids will be evaluated per the Technical Evaluation Criteria at Annex D.

1.1.2. Point Rated Technical Criteria

Bids will be evaluated per the Technical Evaluation Criteria at Annex D.

1.2. Financial Evaluation

SACC Manual Clause A0220T (2013-04-25) Evaluation of Price

2. Basis of Selection

2.1. Highest Combined Rating of Technical Merit (80%) and Price (20%)

2.1.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 450 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 900 points.

2.1.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

2.1.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.

2.1.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.



- 2.1.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 2.1.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Evaluated Bid Price	\$55,000	\$50,000	\$45,000
Technical Merit Score	$(115/135) \times 60 = 51.11$	$(89/135) \times 60 = 39.56$	$(92/135) \times 60 = 40.89$
Pricing Score	$(45,000/55,000) \times 40 = 32.73$	$(45,000/50,000) \times 40 = 36.00$	$(45,000/45,000) \times 40 = 40.00$
Combined Rating	$51.11 + 32.73 = 83.84$	$39.56 + 36.00 = 75.56$	$40.89 + 40.00 = 80.89$
Overall Rating	1st	3rd	2nd



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1. Federal Contractors Program – Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the [Government Contracts Regulations](#). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the [FCP](#) is available on the HRSDC Web site.

1.2. Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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 Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3. Status and Availability of Resources

SACC Manual clause A3005T (210-08-16) Status and Availability of Resources

1.4. Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience



PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

3. Standard Clauses and Conditions

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

3.1. General Conditions

2010B (2011-05-16) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1. Period of the Contract

The period of the Contract is from date of Contract to March 30, 2014 inclusive.

5. Authorities

5.1. Contracting Authority

The Contracting Authority for the Contract is:

Adam Krisch

Contracts, Procurement and Materiel Management Officer

Parks Canada Agency

Suite 1300, 635 – 8 Avenue S.W.

Calgary, AB T2P 3M3

Telephone No. (403) 292-4560

Fax No. (403) 292-4475

Email address: adam.krisch@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2. Project Authority

The Project Authority for the Contract is:

(to be inserted at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

Vendor/Firm Name:		
Representative's Name:		
Title:		
Mailing Address:		
Telephone No.	Fax No.	Email Address:
Procurement Business Number (PBN) or GST/HST Number:		

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6. Payment

6.1. Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

6.2. Limitation of Expenditure

6.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

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

whichever comes first.

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

6.3.



Progress Payments

- 6.3.1.** Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
- (a) an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) the amount claimed is in accordance with the basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
 - (d) all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
- 6.3.2.** The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 6.3.3.** Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7. Invoicing Instructions

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

Each claim must show:

- (a) all information required on form [PWGSC-TPSGC 1111](#);
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- 7.2.** Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 7.3.** The Contractor must prepare and certify one (1) original and one (1) copy of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim for certification and onward submission to the Payment Office for the remaining certification and payment action.

- 7.4.** The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

10.



Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2011-05-16) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (f) the Contractor's bid dated *(to be inserted at contract award)*.

11. SACC Manual Clauses

- A1009C (2008-05-12) Work Site Access
- A7017C (2008-05-12) Replacement of Specific Individuals
- A9068C (2010-01-11) Government Site Regulations
- B6802C (2007-11-30) Government Property
- D5328C (2007-11-30) Inspection and Acceptance
- G1005C (2008-05-12) Insurance



ANNEX A – STATEMENT OF WORK

Under separate attachment – AnnexA(Eng)_13-5029A.pdf

ANNEX B – BASIS OF PAYMENT

1. Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid all-inclusive firm prices, as specified in Canadian currency below:

Johnson Lake East Dam		
Item	Description	Firm Price
RS1	Project Brief review and recommendations	\$
RS2	Hydro Technical	\$
RS3a	Dam Safety Review	\$
RS3b	Dam Break Analysis (optional service as required and approved by the Project Authority)	\$
RS4	OMS Manual	\$
RS5	EPP Document	\$
RS6	ERP Document	\$
(A)	Total Firm Price for Johnson Lake East Dam = Sum of items RS1 through RS6	\$

Johnson Lake West Dam		
Item	Description	Firm Price
RS1	Project Brief review and recommendations	\$
RS2	Hydro Technical	\$
RS3a	Dam Safety Review	\$
RS3b	Dam Break Analysis (optional service as required and approved by the Project Authority)	\$
RS4	OMS Manual	\$
RS5	EPP Document	\$
RS6	ERP Document	\$
(B)	Total Firm Price for Johnson Lake West Dam = Sum of items RS1 through RS6	\$

	Total Evaluated Bid Price = Item (A) + Item (B)	\$
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Notes:

- (a) Each item will be used to amend the Contract should it be deemed by the Project Authority through the progress of the Work that a particular item is no longer required or an optional service is required.



- (b) Implementation of the detailed field investigation program will be managed as an amendment to the Contract and the costs are not to be included for the purposes of this proposal.
- (c) Assessing the earthquake parameter will be managed as an amendment to the Contract and the costs are not to be included for the purposes of this proposal.
- (d) Parks Canada makes the assumption that the EPP will have to be prepared based on the current Dam Classification.
- (e) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (f) Bidders must submit their financial bid in accordance with the Basis of Payment.
- (g) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



ANNEX C – ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place. The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Instructions:

- (a) Prime contractor must sign this form for all projects undertaken at Parks Canada work places.
- (b) This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed



Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Signature

Date



ANNEX D – EVALUATION CRITERIA

1. Mandatory Technical Criteria

Bids will be evaluated per the Mandatory Technical Criteria below:

Item No.	Evaluation Criteria
1.1.	The Bidder's consultant team identified must demonstrate expertise in geotechnical engineering specializing in dam safety and design of earthfill dams.
1.2.	The Bidder must demonstrate that the consultant and the consultant team are licensed or eligible to be licensed to provide the necessary professional services to the full extent that may be required by provincial/territorial law in the province/territory where each dam resides. Canada requests that Bidders submit the Licensing Requirement Declaration Form at Annex E.
1.3.	The Bidder must identify the name of the proponent firm, key sub-consultant firms, key specialists and key personnel to be assigned to the project, along with their licensing and/or professional affiliation(s). An example of an acceptable format for submission of the team identification information is provided at Annex F – Team Identification Form.



2. Point Rated Technical Criteria

Bids will be evaluated per the Point Rated Technical Criteria below:

Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.1.	<p>Past Achievements on Projects</p> <p>Bid demonstrates the proponent’s accomplishments, achievements and experience as prime consultant on projects. Provide a <u>maximum of two (2) projects</u> undertaken within the last three (3) years. Submissions from joint ventures are, together, not to exceed the maximum number of projects.</p> <p>Each project submitted should include:</p> <ul style="list-style-type: none"> (a) An explanation on how each listed past project is comparable/ relevant to the requested project; (b) A brief description and intent of each project including a discussion of design philosophy and approach to meet the intent, design challenges and resolutions; (c) An explanation of any variance in budget between the contract price and final construction cost, and how the variance was managed; (d) An explanation of any variance in project schedule control and management between the initial schedule and final completion date, and how the variance was managed; (e) Client references - provide the name, address, phone and fax of client contacts at a working level; (f) Names of key personnel responsible for project delivery; (g) Any awards received; and (h) Any sustainable design issues addressed in each project. 	<p>91 – 100 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>81 – 90 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>61 – 80 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>51 – 60 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 50 = Unacceptable and insufficient for performance requirements. More than two (2) projects provided. One (1) or more project(s) provided not undertaken within last three (3) years.</p>	<p>100</p>



Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.2.	<p>Past Achievements of Key Personnel on Projects</p> <p>Bid demonstrates the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments, and achievements.</p> <p>Information for key personnel should include:</p> <ul style="list-style-type: none"> (a) Brief CV's of a maximum of five (5) key project personnel of the consultant team who will be assigned to this project; (b) Professional accreditation, accomplishments, achievements, and awards; (c) Relevant experience, expertise, competence, and number of years of experience; (d) Role, responsibility and degree of involvement on past relevant projects; and (e) The extent to which proposed members of the consultant team have successfully performed services for projects comparable to the subject project. 	<p>91 – 100 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>81 – 90 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>61 – 80 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>51 – 60 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 50 = Unacceptable and insufficient for performance requirements.</p>	100



Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.3.	<p>Understanding of the Project</p> <p>Bid demonstrates understanding of the goals of the project, the functional/ technical requirements, the constraints and the issues that will shape the end product.</p> <p>Information related to the understanding of the project should include:</p> <ul style="list-style-type: none"> (a) Functional and technical requirements; (b) Broader goals (federal image, sustainable development, sensitivities, etc.); (c) Relationship between this commission and any earlier project related studies completed for the user department; (d) Significant issues, challenges and constraints; (e) Project schedule. Review schedule and assess risk management elements that may affect the project; (f) Cost planning and budgeting. Review cost information and assess risk management elements that may affect the project; and (g) Philosophies and values of the user department 	<p>136 – 150 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>121 – 135 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>91 – 120 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>76 – 90 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 75 = Unacceptable and insufficient for performance requirements.</p>	150



Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.4.	<p>Scope of Services</p> <p>Bid demonstrates capability to perform the services and meet project challenges.</p> <p>Information related to the scope of services should include:</p> <p>(a) Scope of Services – detailed list of services that will likely be required on this project;</p> <p>(b) Work Plan – A detailed breakdown of work tasks and deliverables including estimated time and specialized equipment to be used for the detailed inspection of each structure;</p> <p>(c) Project Schedule – example of a similar schedule, showing major milestones; and</p> <p>(d) Risk Management Strategy</p>	<p>181 – 200 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>161 – 180 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>121 – 160 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>101 – 120 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 100 = Unacceptable and insufficient for performance requirements.</p>	200



Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.5.	<p>Management of Services</p> <p>Information related to the management of services should include:</p> <ul style="list-style-type: none"> (a) Project management approach to working with Parks Canada; (b) Understanding of Parks Canada management structure, client service team environment, and working with governments in general; (c) Consultant Team's management structure and organization. Provide organization charts to explain: <ul style="list-style-type: none"> i. The Team Structure including responsibilities and reporting relationships of the consultant, sub-consultants and specialists. If the Proponent proposes to provide multidisciplinary services which might otherwise be performed by a sub-consultant, this should be indicated here. Include Joint Venture business plan, if applicable; ii. The roles, responsibilities and assignments of project personnel on the project; and iii. Indicate what back-up support will be provided. (d) The consultant team should include, as a minimum, the team identified earlier; (e) An action plan of the services with implementation strategies and sequence of main activities (work breakdown structure); (f) Quality control techniques; (g) Cost control techniques; and (h) Communication strategies including how the response time requirements will be met. 	<p>136 – 150 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>121 – 135 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>91 – 120 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>76 – 90 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 75 = Unacceptable and insufficient for performance requirements.</p>	150



Item No.	Evaluation Criteria	Point Criteria	Maximum Points
2.6.	<p>Philosophy, Approach and Methodology</p> <p>Bid elaborates on those aspects of the project considered being a major challenge to illustrate philosophy, approach, and methodology. This is the opportunity to state the overall philosophy of the team as well as its approach for resolving issues and, in particular, to focus on the unique aspects of the current project.</p> <p>Information related to the philosophy, approach and methodology should include:</p> <ul style="list-style-type: none"> (a) Proposed methodology for carrying out the work; (b) Past innovative and creative solutions offered, especially those that demonstrate a holistic approach to design; (c) Describe the major challenges and how the team approach will be applied to those particular challenges; (d) Environmental concerns and considerations 	<p>181 – 200 = Exceptionally demonstrated and should ensure extremely effective performance.</p> <p>161 – 180 = More than adequately demonstrated and should be more than sufficient for effective performance.</p> <p>121 – 160 = Adequately demonstrated and should be sufficient for effective performance.</p> <p>101 – 120 = Just acceptable and should meet minimum performance requirements.</p> <p>0 – 100 = Unacceptable and insufficient for</p>	200
Total Points Available			900
Minimum Points Acceptable			450

Any pages which extend beyond the maximum limits indicated under the Bid Submission Requirements of Part 3 – Bid Preparation Instructions of the Request for Proposal document will be extracted from a Bidder’s proposal and will not be evaluated.



ANNEX E - LICENCING REQUIREMENT DECLARATION FORM

By submitting a proposal and signing this declaration form, the Bidder certifies that they are in compliance with, or can comply with, all applicable Licensing Requirements. The Bidder also certifies that the proposed Key Personnel and Consultant Team are in compliance with the licensing/registration requirements.

The Bidder certifies its licensing/registration status as follows (check one):

- Licensing/registration to practice in the location of project; or
- Licensing/registration eligibility, including the required registration process and the expected date of registration. Prior to contract award, the recommended Proponent must immediately make formal application(s) for all required licensing/registration and submit confirmation of same, within the time period agreed to with the Contracting Authority.



ANNEX F – TEAM IDENTIFICATION FORM

The Prime Consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

1. Prime Consultant (Proponent):

Name:

2. Key Individuals and provincial/territorial professional licensing status:

3. Key Sub-Consultants / Specialists:

Name:

Key Individuals and provincial/territorial professional licensing status:

Name:

Key Individuals and provincial/territorial professional licensing status:



ANNEX G – JOHNSON LAKE DAMS ENGINEERING INSPECTION REPORT

Under separate attachment – AnnexG(Eng)_13-5029A.pdf