

# REQUEST FOR PROPOSAL

**RETURN BIDS TO:**

Parks Canada Agency  
 635 – 8 Avenue S.W., Suite 1300  
 Calgary, Alberta T2P 3M3  
 Bid Fax No.: (403) 292-4475

**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  
 635 – 8 Avenue S.W., Suite 1300  
 Calgary, Alberta T2P 3M3

**Comments:**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

<b>Title:</b> Development of Approach to Engage Aboriginal Groups for Parks Canada		
<b>Solicitation No.:</b> 5P420-13-5136/A		<b>Date:</b> December 13, 2013
<b>GETS Reference No.:</b> PW-13-00549369		
<b>Solicitation Closes:</b>		
<b>At:</b> 02:00 PM	<b>On:</b> January 09, 2013	<b>Time Zone:</b> Mountain Standard Time (MST)
<b>Address Inquiries to:</b> Adam Krisch		
<b>Telephone No.:</b> (403) 292-4560	<b>Fax No.:</b> (403) 292-4475	<b>Email Address:</b> <a href="mailto:adam.krisch@pc.gc.ca">adam.krisch@pc.gc.ca</a>
<b>Destination of Goods, Services, and/or Construction:</b> See Herein		

**TO BE COMPLETED BY THE BIDDER (type or print)**

<b>Vendor/Firm Name</b>	
<b>Address</b>	
<b>Telephone No.</b>	<b>Fax No.</b>
<b>Name of person authorized to sign on behalf of the Vendor/Firm</b>	
<b>Title</b>	
<b>Signature</b>	<b>Date</b>



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## PART 1 – GENERAL INFORMATION

### 1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 – Evaluation Procedures and Basis of Selection, and Part 6 – Resulting Contract Clauses.

### 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.

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## 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.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

#### 1.1. Basis for Canada's Ownership of Intellectual Property

The Parks Canada Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

### 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.

### 3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 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 Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

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

**4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

## 5. Applicable Laws

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

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.

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

<b>Section I: Technical Bid</b>	(one (1) hard copy)
<b>Section II: Financial Bid</b>	(one (1) hard copy)
<b>Section III: Certifications</b>	(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; and
- (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.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **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. Point Rated Technical Criteria

Bids will be evaluated per the Point Rated Technical Evaluation Criteria at Annex C.

#### 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 (60%) and Price (40%)

##### 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 points specified for criteria numbers 1, 2, 3, and 4 for the technical evaluation; and
  - (d) obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating.
- The rating is performed on a scale of 100 points.

##### 2.1.2. Bids not meeting (a) or (b) or (c) or (d) 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 60% for the technical merit and 40% 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 60%.

##### 2.1.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

##### 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.



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

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

**3. Security Requirement**

**3.1.** Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses; and
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

**3.2.** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1. Federal Contractors Program for Employment Equity – Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

### 2. Additional 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.

#### 2.1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

**Signature:**

**Date:**



## 2.2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

**Signature:**

**Date:**



## PART 6 – RESULTING CONTRACT CLAUSES

### 1. Security Requirement

The following security requirement applies and form part of the Contract.

- 1.1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Parks Canada Agency Security Directorate (PCASD).
- 1.2. The Contractor/Offeror personnel requiring access to classified or protected information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by PCASD.
- 1.3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.
- 1.4. The Contractor/Offeror must comply with the provisions of the:
  - (a) *Industrial Security Manual* (Latest Edition).

### 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.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

### 3.1. General Conditions

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

### 3.2. Supplemental General Conditions

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

## 4. Term of Contract

### 4.1. Period of the Contract

The period of the Contract is from date of Contract to June 15, 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  
635 – 8 Avenue S.W., Suite 1300  
Calgary, AB T2P 3M3  
Telephone No.: (403) 292-4560  
Fax No.: (403) 292-4475  
Email address: [adam.krisch@pc.gc.ca](mailto: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. Technical Authority**

The Technical Authority for the Contract is:

*(to be inserted at contract award)*

The Technical Authority named above 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 Technical Authority; however the Technical 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:

<b>Representative’s Name:</b>		
<hr/>		
<b>Title:</b>		
<hr/>		
<b>Vendor/ Firm Name:</b>		
<hr/>		
<b>Mailing Address:</b>		
<hr/>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>
<hr/>	<hr/>	<hr/>
<b>Telephone No.:</b>	<b>Fax No.:</b>	
<hr/>	<hr/>	
<b>Email Address:</b>		
<hr/>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		
<hr/>		

**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 – Limitation of Expenditure**

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. Limitation of Price**

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

**6.4. Milestone Payments**

SACC Manual clause H3010C (2010-01-11) Milestone Payments

**6.5. Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or Deliverable	Firm Amount	Due Date
01	Upon submission and acceptance of summary reports no. 1 and 2	<i>(to be inserted at contract award)</i>	March 31, 2014
02	Upon submission and acceptance of summary report no. 3	<i>(to be inserted at contract award)</i>	June 15, 2014

**7. Invoicing Instructions – Progress Payment Claim**

**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;
- (c) the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;

**7.2.** The Contractor must prepare and certify one 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 to the Payment Office for the remaining certification and payment action.

**7.3.** 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 British Columbia.

## **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 supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2011-05-16) General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated *(to be inserted at contract award)*.

## **11. SACC Manual Clauses**

- A7017C (2008-05-12) Replacement of Specific Individuals
- B6802C (2007-11-30) Government Property
- D5328C (2007-11-30) Inspection and Acceptance
- G1005C (2008-05-12) Insurance



## ANNEX A – STATEMENT OF WORK

### DEVELOPING A PRINCIPLE-BASED APPROACH TO ENGAGE WITH ABORIGINAL GROUPS IN PARKS AND SITES ESTABLISHED PRIOR TO 1982

#### 1. Background

On behalf of Canadians, the Parks Canada Agency (PCA) protects and presents nationally significant examples of Canada's natural and cultural heritage, and fosters public understanding, appreciation, and enjoyment in ways that leave these places unimpaired for present and future generations.

The Technical Authority was tasked with developing, under the direction of the Vice President - Protected Area Establishment and Conservation, a principle-based framework for engaging with Aboriginal groups at parks and sites where groups have been separated from traditional lands, resulting in a cessation of traditional activities on those lands. Parks and sites that will benefit from this approach primarily are those established prior to 1982.

The framework will support operational consistency across parks and sites based on common principles, and will include a management approach that is adaptable to meet each individual park or site situation. This approach will offer a spectrum for engaging with Aboriginal groups based on interests, recognizing their specific historical connection to parks and sites. The framework will support Aboriginal groups in reconnecting with parks and sites in their traditional territories, providing them the ability to inform PCA decision making.

The framework will address the following key elements: a) desired outcomes and principles, b) a policy review and an assessment of existing management tools that articulate PCA's legislative base, c) a common management approach, d) cost analysis, and e) a communication strategy. This contract will contribute to aspects of a), b), and c).

#### 2. Objectives

The objectives of the Contract are as follows:

- Articulate principles and desired outcomes to guide engagement between PCA and Aboriginal groups in the planning and management parks and sites established prior to 1982.
- Review and assess current PCA policies, management tools and approaches with respect to the management of traditional activities and transmission of traditional knowledge, through the lens of applying them in parks and sites established prior to 1982.
- Develop a proposed management approach, which will include management agreements, to guide PCA staff in engagement with Aboriginal groups.

#### 3. Description and Scope of Work

The Contractor will review and analyze the results of the PCA Aboriginal engagement survey, and conduct supporting interviews with select PCA staff responsible for Aboriginal engagement. Field perspectives will inform the Contractor in articulating desired outcomes and principles to guide engagement between PCA and Aboriginal groups in the planning and management of parks and sites established prior to 1982. The Contractor will also articulate and principles to guide management of traditional activities and transmission of traditional knowledge for those parks and sites.

The Contractor will conduct a detailed review and assessment of existing PCA policies, management tools and approaches with respect to the management of traditional activities and transmission of traditional knowledge, through the lens of applying them in parks and sites established prior to 1982.

Finally, the contractor will develop a proposed management approach to guide staff in engagement with Aboriginal groups. The proposed approach will support operational consistency across the system, and be adaptable to the circumstances of each park or site. A key aspect of the approach will be the use of management agreements to advance relationships through a consistent and reasonable approach that can be offered as a starting point in all cases.

On this basis, the Contract will involve the following activities:



***Desired outcomes and principles***

- i. Review PCA Aboriginal engagement surveys, and conduct supporting interviews with select field unit staff. Identify key results, challenges, and lessons learned.
- ii. Analyze how Aboriginal groups are currently supported in reconnecting with traditional lands in a PCA context. Identify barriers to groups reconnecting with traditional lands.
- iii. Articulate desired outcomes and principles to guide engagement between PCA and Aboriginal groups in the planning and management of parks and sites.

***Policy review and assessment of existing management tools***

- iv. Review current PCA policies, management tools and approaches to traditional activities in national parks and national park reserves. Identify guidance and gaps for managers working with Aboriginal groups in parks and sites established prior to 1982. Review other PCA guidance and tools used to negotiate operational protocols, carry out consultations, and negotiate cooperation agreements.
- v. Assess park management policy related to the management of flora and fauna (i.e., potentially harvested species). In the context of parks and sites established prior to 1982 where harvesting occurs, review the policies providing guidance to managers.
- vi. Review the current regulatory and enforcement regime and identify enforcement challenges, issues, and training opportunities.
- vii. Review the spectrum of engagement practices, including cooperative management agreements.
- viii. Provide recommendations on gaps and ways to address them.
- ix. Articulate principles to guide management of traditional activities and transmission of traditional knowledge parks and sites established prior to 1982.

***Developing a common management approach***

- x. Develop a proposed management approach for parks and sites that details 1) how PCA staff may consider and negotiate the potential application of traditional activities and knowledge systems in decision making processes, and 2) how to ensure all elements of the PCA mandate are upheld.
- xi. Identify key elements to include in management agreements that offer a consistent and reasonable approach to advancing relationships at parks and sites, and can be adapted to the unique circumstances of each park and site.

**4. Deliverables and Schedule**

Deliverable	Due Date
1. Summary report – desired outcomes and principles	February 28, 2014
2. Summary report – policy review and assessment	March 31, 2014
3. Proposed management approach	June 15, 2014

All deliverables are to be provided in English and in Microsoft Word format.



## 5. Contractor Responsibilities

The Contractor is responsible for the following:

- 5.1. Attending an initial meeting or conference call with PCA representatives for the purposes of: a) establishing principal points of contact, b) orienting the Contractor, c) providing access to relevant PCA resource materials, and d) establishing mutually agreeable work schedules and timelines.
- 5.2. Liaising with the PCA point of contact for meetings, project reviews, and other related project management activities.
- 5.3. Seeking direction from the PCA point of contact on any aspect of the Statement of Work that is uncertain prior to engaging in that aspect of the Statement of Work.
- 5.4. Providing all labour and equipment required to complete the Work outlined in the Statement of Work.
- 5.5. Safekeeping and returning resource materials provided by PCA once all required tasks are completed. Under no circumstances shall PCA resource materials be shared by the Contractor with other individuals, or kept by the Contractor following the end of the Contract.
- 5.6. Completing all required activities according to mutually agreeable work schedules and timelines.

## 6. Technical Authority Responsibilities

The Technical Authority is responsible for the following:

- 6.1. Providing the Contractor with a principal PCA point of contact, who will be actively involved in, and responsible for, all activities undertaken.
- 6.2. Arranging Contractor access to the PCA principal point of contact, field unit staff, and other staff as required for meetings and/or teleconferences.
- 6.3. Providing the Contractor with timely access to relevant PCA resource materials, required for the completion of the Contract activities, that are not otherwise accessible to the Contractor.
- 6.4. Providing the Contractor with project review, comments, and other feedback in a timely manner.
- 6.5. Providing the Contractor with other assistance, guidance, and support as appropriate.

## 7. Location of work

It is anticipated that the Work will be conducted at the Contractor's work location(s).

## 8. Security Requirements

Classified or protected will remain with Parks Canada and cannot be relocated from the location where document(s) reside.

## 9. Travel Requirements

At PCA's option, the Contractor may be required to attend face-to-face meetings with PCA representatives.



## ANNEX B – BASIS OF PAYMENT

### 1. Firm Price

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

(A)		Firm Price	\$
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### 2. Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

#### Notes:

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) Bidders must submit their financial bid in accordance with the Basis of Payment.
- (c) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



## ANNEX C – TECHNICAL EVALUATION

The technical bid should address clearly and in sufficient depth the points that are subject to the point rated evaluation criteria against which the bid will be evaluated. In order to facilitate the evaluation of the bid, **Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.** To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### 1. Point Rated Technical Criteria

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

Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available	Minimum Points Required
<b>1.</b>	<b>Knowledge</b>	<b>Items 1.1. through 1.5.</b>	<b>25</b>	<b>15</b>
<b>1.1.</b>	Bidder clearly demonstrates knowledge of issues related to traditional activities, traditional knowledge use, and protected area planning and management with Aboriginal groups.	<p><b>0: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>• No or limited detail provided</li> <li>• No or very limited knowledge of the topic</li> </ul> <p><b>1 – 2: Limited</b></p> <ul style="list-style-type: none"> <li>• Major deficiencies exist</li> <li>• Limited knowledge of the topic</li> </ul> <p><b>3 – 4: Good</b></p> <ul style="list-style-type: none"> <li>• Minor deficiencies exist</li> <li>• Sufficient knowledge of the topic</li> <li>• Capacity to meet most of the requirement</li> </ul> <p><b>5: Excellent</b></p> <ul style="list-style-type: none"> <li>• Clear and in-depth knowledge of the topic</li> <li>• Capacity to meet and/or exceed the requirement</li> </ul>	5	
<b>1.2.</b>	Bidder clearly demonstrates knowledge of approaches to engagement and management of traditional activities with Aboriginal groups		5	
<b>1.3.</b>	Bidder clearly demonstrates knowledge of regimes for engaging Aboriginal groups in protected area planning and management		5	
<b>1.4.</b>	Bidder clearly demonstrates knowledge of Parks Canada approaches to working with Aboriginal groups		5	
<b>1.5.</b>	Bidder clearly demonstrates knowledge of Aboriginal peoples’ relationships and attitudes to protected areas		5	



Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available	Minimum Points Required
2.	<b>Qualifications and Experience</b>	<b>Items 2.1 through 2.3.</b>	<b>30</b>	<b>20</b>
2.1.	Bidder clearly demonstrates qualifications and experience of the firm and/or team as they relate to similar types of work or projects	<p><b>0 – 2: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>• No or limited detail on qualifications or experience</li> <li>• No or very limited qualifications or experience undertaking similar types of work or projects</li> </ul> <p><b>3 – 5: Limited</b></p> <ul style="list-style-type: none"> <li>• Major deficiencies exist</li> <li>• Limited qualifications or experience undertaking similar types of work or projects</li> </ul> <p><b>6 – 8: Good</b></p> <ul style="list-style-type: none"> <li>• Minor deficiencies exist</li> <li>• Sufficient qualifications and experience undertaking similar types of work or projects</li> </ul> <p><b>9 – 10: Excellent</b></p> <ul style="list-style-type: none"> <li>• Meets or exceeds qualifications and experience required to undertake the work</li> <li>• Extensive experience undertaking similar work or projects with proven success</li> </ul>	10	
2.2.	Bidder clearly demonstrates experience analyzing and synthesizing complex information from diverse sources	<p><b>0 – 2: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>• No or limited detail on relevant experience</li> <li>• No or very limited relevant experience</li> </ul> <p><b>3 – 5: Limited</b></p> <ul style="list-style-type: none"> <li>• Major deficiencies exist</li> <li>• Limited relevant experience</li> </ul> <p><b>6 – 8: Good</b></p> <ul style="list-style-type: none"> <li>• Minor deficiencies exist</li> <li>• Sufficient relevant experience</li> </ul> <p><b>9 – 10: Excellent</b></p> <ul style="list-style-type: none"> <li>• Extensive relevant experience</li> <li>• High complexity of work undertaken</li> </ul>	10	



Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available	Minimum Points Required
2.3.	Bidder clearly demonstrates experience working on policy issues related to Aboriginal groups	<p><b>0 – 2: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>• No or limited detail on relevant experience</li> <li>• No or very limited relevant experience</li> </ul> <p><b>3 – 5: Limited</b></p> <ul style="list-style-type: none"> <li>• Major deficiencies exist</li> <li>• Limited relevant experience</li> </ul> <p><b>6 – 8: Good</b></p> <ul style="list-style-type: none"> <li>• Minor deficiencies exist</li> <li>• Sufficient relevant experience</li> </ul> <p><b>9 – 10: Excellent</b></p> <ul style="list-style-type: none"> <li>• Extensive relevant experience</li> <li>• High complexity of work undertaken</li> </ul>	10	
3.	<b>Technical Approach</b>	<b>Items 3.1. and 3.2.</b>	<b>30</b>	<b>20</b>
3.1.	Bidder clearly demonstrates understanding of the context, objectives, and complexity of the work to be undertaken	<p><b>0 – 3: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>• No or limited detail provided</li> <li>• No or very limited understanding of context, objectives, and complexity of the work</li> </ul> <p><b>4 – 7: Limited</b></p> <ul style="list-style-type: none"> <li>• Major deficiencies in objectives and expected outcomes of this requirement</li> <li>• Limited understanding of context, objectives, and complexity of the work</li> </ul> <p><b>8 – 11: Good</b></p> <ul style="list-style-type: none"> <li>• Minor deficiencies in objectives and expected outcomes of this requirement</li> <li>• Sufficient understanding of context, objectives, and complexity of the work</li> </ul> <p><b>12 – 15: Excellent</b></p> <ul style="list-style-type: none"> <li>• In-depth understanding and familiarity with context, objectives, and complexity of the work</li> <li>• Objectives and expected outcomes effectively integrated into proposal</li> </ul>	15	



Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available	Minimum Points Required
3.2.	Bidder clearly demonstrates adequacy of the proposed methodology to conduct and complete the work required	<p><b>0 – 3: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>No or limited detail provided</li> <li>Proposed approach or methodology insufficient</li> </ul> <p><b>4 – 7: Limited</b></p> <ul style="list-style-type: none"> <li>Minimal or insufficient detail provided</li> <li>Proposed approach and methodology are incomplete, lacking structure and/or unclear</li> </ul> <p><b>8 – 11: Good</b></p> <ul style="list-style-type: none"> <li>Sufficient detail on how bidder will conduct and complete the work required</li> <li>Proposed approach and methodology are complete, structured and coherent</li> </ul> <p><b>12 – 15: Excellent</b></p> <ul style="list-style-type: none"> <li>Detailed explanation on how the bidder will conduct and complete the work required</li> <li>Proposed approach and methodology are complete, structured and coherent, and innovative</li> </ul>	15	
4.	<b>Project Management</b>	<b>Items 4.1. and 4.2.</b>	<b>15</b>	<b>10</b>
4.1	Bidder clearly demonstrates adequacy and feasibility of the work plan and proposed schedule	<p><b>0 – 2: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>No or limited detail provided</li> <li>No or very limited explanation of how the bidder will meet this requirement</li> </ul> <p><b>3 – 5: Limited</b></p> <ul style="list-style-type: none"> <li>Minimal, unclear or insufficient detail provided</li> <li>Limited explanation of how the bidder will meet this requirement</li> </ul> <p><b>6 – 8: Good</b></p> <ul style="list-style-type: none"> <li>Necessary detail and insight provided on work plan and schedule of work</li> <li>Sufficient explanation of how the bidder will meet this requirement</li> </ul> <p><b>9 – 10: Excellent</b></p> <ul style="list-style-type: none"> <li>Detailed explanation on how the bidder will meet this requirement</li> <li>Clear and in-depth work plan and schedule of work</li> </ul>	10	



Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available	Minimum Points Required
4.2.	Bidder clearly demonstrates recognition of challenges and solutions	<p><b>0: Not addressed or not acceptable</b></p> <ul style="list-style-type: none"> <li>No or limited detail provided</li> <li>No or very limited recognition of potential challenges</li> </ul> <p><b>1 – 2: Limited</b></p> <ul style="list-style-type: none"> <li>Minimal, unclear or insufficient detail provided</li> <li>Limited recognition of potential challenges and solutions</li> </ul> <p><b>3 – 4: Good</b></p> <ul style="list-style-type: none"> <li>Necessary detail and insight provided</li> <li>Sufficient recognition of potential challenges and solutions</li> </ul> <p><b>5: Excellent</b></p> <ul style="list-style-type: none"> <li>Detailed explanation on how the bidder will meet this requirement</li> <li>Clear and in-depth understanding of anticipated challenges and creative options for resolution</li> </ul>	5	

<b>Total Points Available</b>	<b>100</b>
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Item No.	Evaluation Criteria	Maximum Points Available	Minimum Points Required
1.	Knowledge	25	15
2.	Qualifications and Experience	30	20
3.	Technical Approach	30	20
4.	Project Management	15	10

<b>Required Minimum Points Overall</b>	<b>65</b>
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