



Time Zone - Fuseau

horaire

MDT

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Parks Canada Agency Bid Receiving Unit National Contracting Services Suite 720, 220 – 4th Avenue S.E. Calgary, AB T2G 4X3

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

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 therefor.

Proposition à : l'Agence Parcs Canada

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

Comments - Commentaires:

Issuing Office - Bureau de distribution :

Parks Canada Agency National Contracting Services Suite 720, 220 – 4th Avenue S.E. Calgary, AB T2G 4X3

Title - Sujet : Restoration of the Cheewaht Lake Sockeye Tributaries – Pacific Rim National Park Reserve			
Solicitation No N° de l'invitation : 5P420-19-0173/A	Date : July 29, 2019		
Client Reference No N° de référence du client : n/a			
GETS Reference No. N° de référence du SEAG : PW-19-00883612			

Solicitation Closes - L'invitation

On - le : September 10, 2019

F.O.B. - F.A.B. :
Plant - Usine : □ Destination : ☑ Other - Autre : □

Address Enquiries to - Adresser toutes demande de renseignements à :
Kirsten Sage

Telephone No. N° de téléphone :
587-436-5795

Fax No. -N° de télécopieur :
1-866-246-6893

Kirsten.sage@canada.ca

Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction :

See Herein

prend fin:

At - à : 14 :00

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Nom du fournisseu	r/de l'entrepreneur :		
Address - Adresse :			
Telephone No N° de téléphone :	ax No N° de télécopieur :		
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :			
Signature :	Date :		



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IMPORTANT NOTICE TO BIDDERS

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

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

Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. :

5P420-19-0173/A

Contracting Authority - Autorité contractante :

Kirsten Sage

Client Ref. No. - N° de réf. du client :

Title - Titre :

Restoration of the Cheewaht Lake Sockeye Tributaries – Pacific Rim National Park Reserve

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Contracting Authority - Autorité contractante :

Kirsten Sage

Amd. No. - N° de la modif. :

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to start at **Steam Punk Café – 3025 3rd Ave, Port Alberni, BC V9Y 1S7** on **08 21 2019**. The site visit will begin at **10:00 PDT**.

Bidders are requested to communicate with the Contracting Authority no later than **08 19 2019** at **13:00 MDT** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 <u>2003</u> (2019-03-04), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency 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 by email will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (One (1) hard copy and one (1) soft copy on USB key)

Section II: Financial Bid (One (1) hard copy and one (1) soft copy on USB key)

Section III: Certifications (One (1) hard copy and one (1) soft copy on USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Technical bids will be evaluated against the technical evaluation criteria at Annex G.

4.1.1.2 Point Rated Technical Criteria

Technical bids will be evaluated against the technical evaluation criteria at **Annex G**.

4.1.1.3 Indigenous Benefits Package

Technical bids will be evaluated against the Indigenous Benefits Package evaluation criteria at Annex G.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

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

- **4.2.1** To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria;
 - (c) obtain the required minimum of 98 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 140 points.

- **4.2.2** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- **4.2.3** 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.
- **4.2.4** 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%.
- **4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- **4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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4.2.7 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 (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overa	II Technical Score	115/135	89/135	92/135
Bid	Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 40 = 34.07	89/135 x 40 = 26.37	92/135 x 40 = 27.26
Calculations	Pricing Score	45/55 x 60 = 49.09	45/50 x 60 = 54.00	45/45 x 60 = 60.00
Co	mbined Rating	83.16	80.37	87.26
C	Overall Rating	2nd	3rd	1st

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 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 FPSs, bidders must provide the information required at **Annex E** to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must submit a list of names prior to award of a contract. Bidders must provide the information requested at **Annex F** to Part 5 of the Bid Solicitation.

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5.2.3 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a 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.

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.4.2 Education and Experience

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

Additional certifications required for evaluation of the technical bid (e.g. professional certifications, CVs, résumés, etc.) are to be included in Section II: Technical Bid.

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PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010B</u> (2018-06-21), General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

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

6.3.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

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6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kirsten Sage

Contracts, Procurement and Materiel Management Officer Parks Canada Agency
Chief Financial Officer Directorate
Suite #720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

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Telephone: (587) 436-5795

E-mail address: Kirsten.sage@canada.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

*** To be provided 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.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Representative's Name:				
Title:				
Vendor/ Firm Name:				
Address:				
	Province /		Postal Code /	
City:	Territory:		ZIP Code:	
Telephone: Facsimile:				
Email Address:				
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:				

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

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6.7 Payment

6.7.1 Basis of Payment - 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 **Annex "B"** for a cost of \$ **to be inserted at Contract Award**. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Progress Payments

- **6.7.2.1** Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - an accurate and complete claim for payment using form <u>PWGSC-TPSGC 1111</u>, 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 90 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.
- **6.7.2.2** 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.
- **6.7.2.3** Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.
- 6.8 Invoicing Instructions Progress Payment Claim Supporting Documentation not required
- **6.8.1** 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;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

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c. the description and value of the milestone claimed as detailed in the Contract.

- **6.8.2** Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 6.8.3 The Contractor must prepare and certify one original and two (2) copies 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 original and two (2) copies of the claim to the Payment Office for the remaining certification and payment action.

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 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 <u>4006</u> (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions <u>2010B</u> (2018-06-21), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) Annex D, Contractor Achievement Reporting and Certification (if applicable); and
- (h) the Contractor's bid dated *** to be inserted at contract award ***.

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6.12 SACC Manual Clauses

A1009C (2008-05-12) Work Site Access

A9039C (2008-05-12), Salvage

A9068C (2010-01-11) Government Site Regulations

B6802C (2007-11-30) Government Property

B9028C (2007-05-25) Access to Facilities and Equipment

6.13 Insurance Requirements – Specific Requirement

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

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

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

6.13.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

6.13.2 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

6.14 Inspection and Acceptance

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

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ANNEX A

STATEMENT OF WORK

1. Introduction and Background

The Cheewaht Lake system supports populations of sockeye (*Oncorhynchus nerka*), with some coho (*O. kisutch*), chum (*O. keta*), and steelhead (*O. mykiss*), sea-run and resident cutthroat trout (*O. clarkii*). Historically, the primary sockeye spawning areas have been in the lower anadromous sections of Streams S1, S2, and S3. Spawning has decreased in these streams as a result of upslope instability caused by logging and subsequent infilling of preferred holding and spawning areas. Sockeye begin to enter Cheewaht Lake in February and spawning occurs in streams flowing into the lake from October until December. All known Cheewaht Lake spawning areas are within the Pacific Rim National Park Reserve (PRNPR) boundary.

The Cheewaht Lake watershed is located along the southwest coast of Vancouver Island, approximately 75 km southeast of Port Alberni, 49 km southwest of the Ditidaht Village and is partly within the Pacific Rim National Park Reserve. Cheewaht Lake is approximately 2.1 km in length and 1.2 km in width. The lake has a total drainage area of 15.5 km2, a mean depth of 9.0 m, and a maximum depth of 20.0 m. Cheewaht Lake is also located within the Coastal Western Hemlock biogeoclimatic zone and receives 2,500 – 3,000 mm of precipitation annually. Streams S1, S2, and S3 drain into the eastern edge of Cheewaht Lake.

The Cheewaht Lake watershed lies within the traditional territory of the Ditidaht First Nation (DFN) and continues to be an area of cultural significance. Most of the northern and eastern watershed sections excepting the rim around the lakeshore fall within public lands managed for timber production. Forest northeast and east of Cheewaht Lake extending to the PRNPR boundary was logged between 1984 and mid-2000s. Logging activities and subsequent bank failure upslope from PRNPR have degraded spawning and rearing salmon habitat in the Park Reserve due to channel widening, aggrading, pool infilling and loss of general channel structure. Cheewaht Lake and the western and southern portions of its watershed fall within the West Coast Trail Unit of Pacific Rim National Park Reserve.

There is no direct road access to either the lake shore or the lower anadromous sections of the tributaries that fall within PRNPR and require restoration.

2. Objective(s)

The overall objective is to restore the lower salmon-bearing sections of Cheewaht Lake tributaries S1, S2 and S3 within the boundaries of PRNPR to resemble their pre-impact condition. This work will take place between September 2019 and March 31, 2022, with in-stream work limited to the fish window period (15 July – 15 September) in 2020 and if necessary 2021.

3. Scope of Work

In order to achieve the objective(s) of the contract, the contractor must fulfil the following tasks or activities:

- 3.1 Mobilization and demobilization. Develop and implement a plan to access the restoration sites S1, S2 and S3 including mobilization and demobilization of equipment and delivery of personnel and materials. This work will need to be completed before any restoration activities take place.
- 3.2 Coordinate and collaborate with an Environmental Monitoring Contractor through the course of the Contract who will be retained by Parks Canada to ensure adherence to relevant best management practices, restoration prescriptions and environmental management and legislative requirements as well as conduct monitoring and reporting based on: Before and after (as-built) topographic surveys (level and rod surveys of longitudinal and cross-sectional profiles) on the 3 streams (total survey)

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length = approx. 1,100 m); Annual photo point monitoring on the 3 streams, and Province of British Columbia Level 1 Fish Habitat Assessment Procedures (FHAP) on the 3 streams (total survey length = approx. 1,100 m).

3.3 Prior to in-stream restoration complete work including but not limited to the following items:

- 3.3.1 Elevation control network. Prior to commencement of the major habitat restoration works, it will be critical to establish an elevation control network throughout each of the restoration sites. The network will consist of a series of benchmarks, each of which will have known horizontal and vertical coordinates. During restoration, the project biologist will need to use the control network and rod and level or total station survey equipment to measure the excavation depths to ensure that the prescribed excavation is achieved. Following the completion of the restoration works, the control network will be used to complete an as-built survey (see also 3.2) using total station survey equipment.
- 3.3.2 Site Layout. A crew will layout the restoration works before any equipment is mobilized to the site. This will involve flagging off the extent of any areas that will require clearing and identifying all vegetation that is to remain. Boundaries between habitat units will be flagged and the estimated in-stream excavation depths will be identified. Access trail locations, material and fuel storage areas will also be identified during this phase.
- 3.3.3 Fish Salvage and Site Isolation. Prior to the commencement of in-stream restoration works, all wetted areas in a specific work zone will be isolated from fish bearing waters and salvaged. In the event that the stream is dewatered at the time of construction, no salvage will be required and barrier nets will be placed at the downstream end of each stream to prevent fish from migrating in from Cheewaht Lake. If the streams are wetted at the time of construction, fish will be removed from all work zones and released in Cheewaht Lake. Fish will be captured by a variety of methods including backpack electrofishing, minnow trapping, and pole seining. It will be critical to monitor water temperatures in the lake and in the streams and to allow fish to acclimatize to the lake water prior to release.
- 3.3.4 Vegetation Salvage. In order to access the sites and complete the prescribed restoration works, it will be necessary to remove vegetation from the access trails and the areas to be excavated. Vegetation will also be stripped from the areas that will receive side-cast spoil material. Excavator operators will need to be instructed to remove whole root balls where practicable, as this will increase the likelihood of plant survival following replanting. All removed vegetation will be stockpiled in shaded areas and covered with polyethylene plastic (poly) in order to prevent desiccation. Following construction, the stockpiled vegetation will be placed back on the access trail, exposed banks, and spoil areas in order to prevent erosion and to expedited site revegetation.
- 3.4 During implementation of in-stream restoration prescriptions for S1, S2, S3 (total length = approx. 1,100 m) complete work including but not limited to the following items:
- 3.4.1 Sediment and Drainage Management. A detailed environmental management plan (EMP) will be developed by the project biologist prior to the project implementation. The EMP will provide guidance for the mitigation of any negative impacts to the environment resulting from the prescribed works. Topics covered in the EMP will include fuelling of equipment, spill response, preventing introduction of invasive species, wet weather shutdown, and preventing the introduction of silt-laden water to fish-bearing watercourses. The following section provides a general description of how flows will be managed during the prescribed restoration.
- 3.4.2 It will be necessary to divert water from the work zones during restoration, which will be accomplished using a variety of methods. While working downstream of the divergence of Streams 1 and 2 it will be possible to utilize the opposite channel to bypass flows from the work site (see Map 2). For example, while working in Stream 1 water will be diverted into Stream 2,

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and vice versa. In Stream 3 and Stream 2 upstream of the divergence of Streams 1 and 2, a lined diversion channel will likely be used. A shallow ditch or channel will be created along the left or right bank and water will be diverted from the stream into the channel. The channel will be lined with poly in order to prevent sedimentation. Water will be diverted using a combination of sandbags and aqua-dams, both of which will be dismantled by hand following the completion of the restoration works.

- 3.4.3 Pumps will be in place at the downstream end of each channel prior to release of the diversion dams and water will be pumped from the channel into a forest depression until water is found to be running clean and clear, without a sediment load. This will prevent the introduction of silt-laden water into Cheewaht Lake. The streams will only be connected to fish-bearing water once they have flushed out the fine sediment that is generated during restoration.
- 3.4.4 Channel Excavation. The primary focus of the restoration works is to remove the aggraded material that has been deposited in the channels as a result of up-slope instability. Therefore, much of the restoration work will be comprised of excavating material from the channel. A series of longitudinal profiles will need to be generated using e.g. LiDAR data and prescribed cut depths will be indicated for each channel. A series of plan-view maps have been generated showing the spatial distribution of habitat units (i.e., riffle, pool, and glide) throughout each channel to provide additional information. The maps are presented in Annex B. The boundaries of the habitat units will be flagged by the project biologist prior to the start of construction. All excavated material will be side-cast and spread out (by an excavator) in selected spoil zones on the right bank of each of the channels. Low-lying areas such as the numerous breach channels that flow from the right bank of Streams 1, 2, and 3 will be the preferred areas for spoil placement. Spoil areas will be identified by the project biologist prior to the start of construction.
- 3.4.5 An area of particular focus will be the divergence point between Streams 1 and 2 (see Map 3). In order to achieve an equal flow split between Streams 1 and 2 it will be critical that the riffle crest of each stream at the divergence point is the same elevation. The crests will be constructed as rock weirs by digging a trench and then using large rock set aside during channel excavation to backfill the trench up to the prescribed crest elevation. This will prevent down-cutting of the crest and will ensure that the prescribed flow split is maintained.
- 3.4.6 Excavation depths will vary between roughly 0.5 m and 2.0 m from the existing channel elevation, depending on the habitat unit and level of aggradation. Channel banks will be sloped at a ratio of 1.5 horizontal to 1.0 vertical, and a mid-bank terrace will be cut into the higher banks in the project (see Figure 1 for typical bank slope). Based on the prescribed cut depth and the total length of channel to be restored, it is estimated that the total cut volume will be roughly 11,000 m³.

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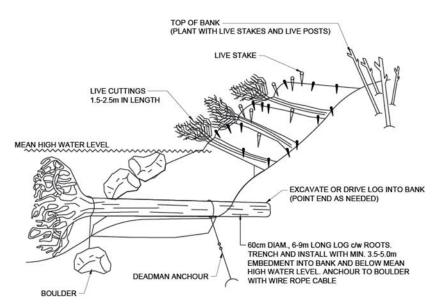


Figure 1: Typical bank cross section showing bank slope, LWD, and live stakes. Note this is a generalized drawing and no cable will be used in the prescribed works.

- 3.4.7 Habitat Complexing. During the vegetation salvage and site access phases, any logs or boulders encountered will be set aside for later use in the channel as large woody debris (LWD) and rock reefs. LWD will be installed into the stream bank by cutting a notch into the bank and installing a log into the notch with the root ball extending out into the wetted area of the channel. The notch is then back-filled in order to prevent the log from being washed away during high water events. LWD provides valuable salmonid rearing and cover habitat, and helps to increase the stability of the channel banks. *Figure 1* provides a typical cross-sectional view of the channel following excavation and installation of LWD.
- 3.4.8 Grooming and Site Re-vegetation. As the excavation and habitat complexing phase is completed in each section, stockpiled vegetation will be placed back onto the disturbed areas including all spoil zones, disturbed channel banks, and access trails. If sufficient donor sites can be identified, plants such as sword fern (*Polystichum munitum*) and salmonberry (*Rubus spectabilis*) will be transplanted as whole root balls from the donor sites to the disturbed areas. Additionally, banks can be re-vegetated by transplanting live stakes of plants such as red-osier dogwood (*Cornus stolonifera*) and willow (*Salix* spp.) (Figure 1).
- 3.5 Follow-up Monitoring. Following the completion of the Cheewaht Fish Habitat Restoration Project the site will be monitored from 2020 to 2022 in order to assess the stability and functionality of the restored habitat. It is anticipated that future monitoring beyond the completion of the CoRe program will be completed by PRNPR and the Ditidaht First Nation Fisheries personnel.
- 3.6 Obtain preapproval of restoration prescriptions and experimental design from PCA through submission of a report detailing planned structures, their locations and specific methods for the monitoring protocols that will be employed, including any modifications to standard protocols.
- 3.7 Provide annual reports on project activities as per the deliverables.
- 3.8 Attend annual pre- and post-season meetings with of the Cheewaht Round Table to provide updates related to the project and discuss collaboration with other partners and stakeholders. This requirement is critical as the work under the contract will need to be closely coordinated with activities such as forestry, road deactivation, etc., that may be taking place outside the Park Reserve on the

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adjacent forestry lands.

3.9 Work with Parks Canada to implement coordination and implementation of activities, including project planning meetings prior to field season start-up and field season wrap-up meetings annually. These interactions may happen as a part of 3.9.

- 3.10 Maintain, at minimum, quarterly verbal communications with Parks Canada Project Authority and regular verbal communications on site with in-field Parks Canada staff and DFN members.
- 3.11 Carry out the work in a safe manner as per Worksafe BC Guidelines and maintain Worker's Compensation coverage.
- 3.12 Provide socio-economic benefits to the Ditidaht First Nation as applicable.

4. Parks Canada Responsibilities

Parks Canada will:

- 4.1 Coordinate engagements between the Contractor and the Cheewaht Round Table as required
- 4.2 Provide a recent (2018) LiDAR dataset for the area
- 4.3 Provide two recent (2019) geotechnical assessments for the area, once available
- 4.4 Provide other relevant advice, information and data that may be required to implement the project and can be delivered by Parks Canada

5. Deliverables

The contractor must deliver:

- 5.1 A report detailing a plan to access the restoration sites S1, S2 and S3 including mobilization and demobilization of equipment and delivery of personnel and materials including any contingencies on or before March 31, 2020.
- 5.2 A report detailing the Environmental Management Plan for the restoration activities at sites S1, S2 and S3 on or before March 31, 2020
- 5.3 A report detailing implementation of restoration prescriptions for S1, S2 and S3 on or before March 31, 2020
- 5.4 In-stream restoration prescriptions implemented on:
 - a) S1 over approximately 300 m;
 - b) S2 over approximately 500 m and;
 - c) S3 over approximately 300 m on or before September 15, 2021.
- 5.5 Annual reports on or before January 15th 2020, 2021 and 2022 in both hard-copy and electronic copy in PDF format, detailing implementation of work completed each field season. Report must follow scientific reporting formats and include a table of contents, introduction, detailed methodology (including description of field activities and monitoring protocols), results (including raw data, compiled data summarized in tables and figures, photographs of photo points and analysis) and discussion (including logistical challenges encountered, and recommendations to improve future monitoring and in-stream restoration work.

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6. Meetings

The contractor must attend:

6.1 A start-up meeting with Parks Canada agency and/or other partners/stakeholders to discuss expectations and logistics (October/November 2019).

- 6.2 Pre-season meetings prior to field season start-up as a part of the Cheewaht Round Table (May/June) annually.
- 6.3 Field season wrap-up meetings as a part of the Cheewaht Round Table (November/December) annually.

7. Constraints

- 7.1 Weather may be a constraint to project deliverables. Delays in project activities and adjustments to work schedules will be discussed with the Parks Canada Project Authority, as required.
- 7.2 Forestry, road-construction and other similar activities in the general area outside PRNPR may be a constraint to project deliverables. Delays in project activities and adjustments to work schedules will be discussed with the Parks Canada Project Authority and with the Cheewaht Round Table, as required.
- 7.3 Availability of DFN staff for work on the project under the Indigenous Benefits Plan may be a constraint to project deliverables. Delays in project activities and adjustments to work schedules will be discussed with the Parks Canada Project Authority and the DFN representatives, as required.
- 7.4 The full scope of in-stream restoration at all three restoration sites (S1, S2, S3) may or may not be achievable within one fish window, 15 July 15 Sept 2020. Therefore either an extension to the duration of the work season or a second work season may be required.

8. Schedule

Preliminary schedule of works for Cheewaht Fish Habitat Restoration. *Contractor may suggest reasonable amendments as dictated by circumstances.*

Month	Year	Activity/Restoration Phase
Sept October	2019	Contract awarded. Initial meetings
January	2020	Make necessary pre-season preparations in terms of equipment and
		supplies
February-March	2020	Finalize mobilization/demobilization plan. Environmental
		Management Plan and Implementation Plan
April-May	2020	Site survey to establish control network.
June	2020	Site preparation and layout. Site isolation and fish salvage.
July	2020	Mobilize heavy equipment to site. Commence major restoration
		works including vegetation salvage, channel excavation, LWD
		placement, and grooming.
August	2020	Continue with major restoration works
September	2020	Wrap up. If necessary conserve the site to continue in-stream work in
		2021. Otherwise complete restoration and demobilize heavy
		equipment. Complete surveys and effectiveness monitoring as
		necessary.
NovDecember	2020	Post-season meetings. Work-planning for 2021
July-September	2021	Complete in-stream restoration as/if necessary. Survey and
		rehabilitate sites. Demobilize.

Contracting Authority - Autorité contractante : Kirsten Sage Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. :

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NovDecember	2021	Post-season meetings.
March 31	2022	Final report.

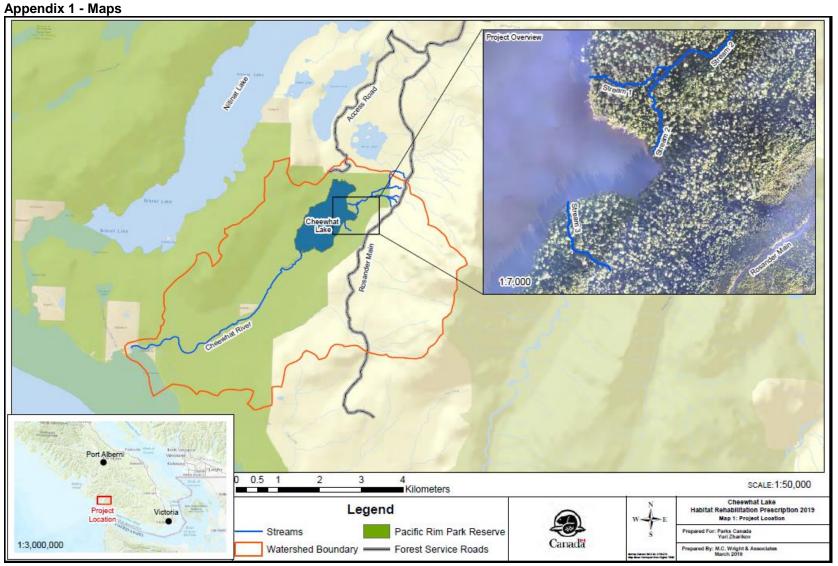
Contracting Authority - Autorité contractante : Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. :

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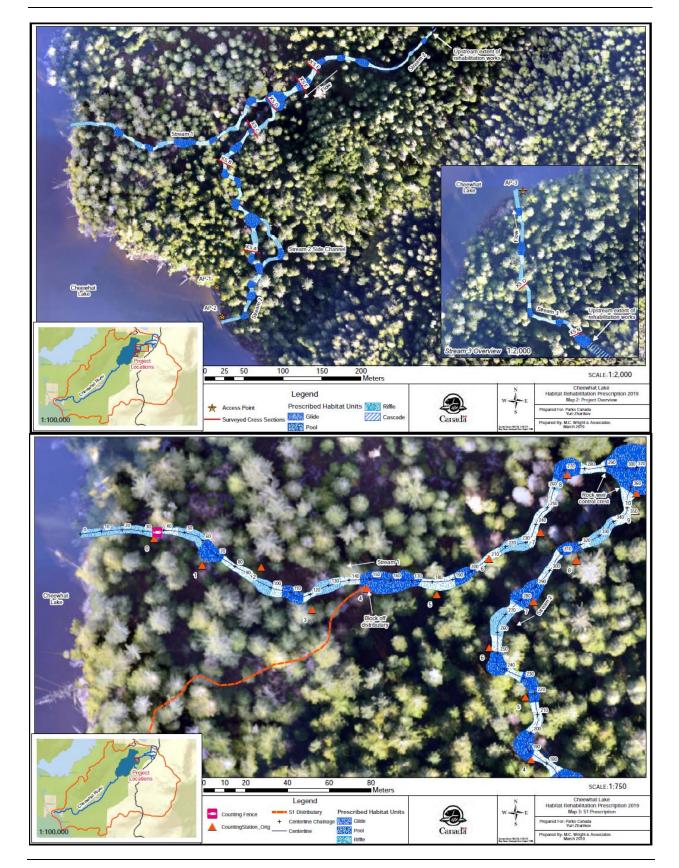
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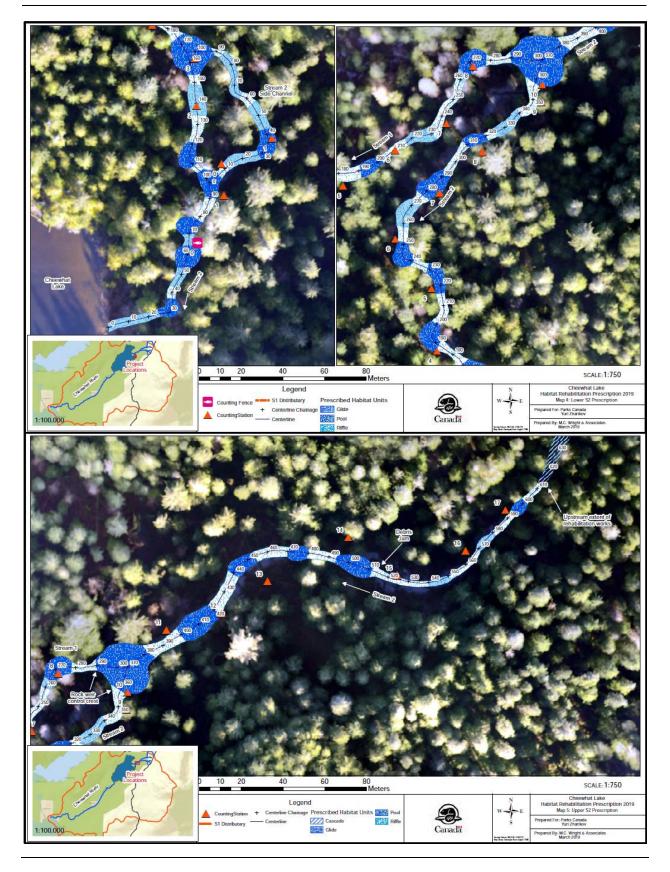
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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.

1. Firm Price – Contract – Date of Contract to March 31, 2022 inclusive

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

TOTAL FIRM BID PRICE	\$
(excluding applicable tax)	•

Notes:

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

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Parks Canada Responsible Authority/Project

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ANNEX C

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

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

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.

Address

Contact Information

Lead	
Project Manager/Contracting Authority	
Prime Contractor	
Subcontractor(s) (add additional fields as required)	
Location of Work	
General Description of Work to be Completed	

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Mark "Yes" where applicable.

Name	Signature	Date
	and conditions of the contract.	anomonio oot out in thio doodmont dhu
I, firm. emp	(contractor), certify that I loyees and all sub-contractors will comply with the req	have read, understood and attest that my uirements set out in this document and
	The contractor and/or its subcontractor(s) will ensure respect of any emergency procedures applicable to the	
		that its ampleyage are instructed in
	Where a contractor and/or its subcontractor(s) will be substances in the work place, it will place warning sig the presence of the substances and any precautions hazard of injury or death.	ns at access points warning persons of
	The contractor and/or its subcontractor(s) has inspect assessment and has put in place a health and safety accordingly, prior to the commencement of the work.	
	The contractor and/or its subcontractor(s) will ensure health and safety of Parks Canada employees.	that its activities do not endanger the
	The contractor and/or its subcontractor(s) will ensure use all prescribed safety materials, equipment, device	
	The contractor and/or its subcontractor(s) will provide equipment, devices and clothing.	all prescribed safety materials,
	The contractor and/or its subcontractor(s) will comply legislation and Parks Canada's policies and procedur safety.	
	A meeting has been held to discuss hazards and according foreseeable hazards have been identified to the control	

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ANNEX D

CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

Part A – Contractor Achievement Reporting and Certification

- For successful Contractor only If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table format must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at the end of contract / prior to final payment.
- 2. The contractor must indicate if any objectives were not met and identify why not.
- 3. Information provided may be subject to verification.
- 4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee and as follows:
 - 4.1 The Contractor must provide a detailed report along with its monthly invoice detailing the benefits accomplished to date. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.
 - 4.2 The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Contracting Officer within 1 month of the completion of the work.
- 5. Failure to comply with the request to submit the certification and report within 1 month of contract completion, may result in the full penalty identified in Part D.

Example Table Format:

Current % of Indigenous Labour = %				
Onsite Indigenous	Total Employee			
Employee Hours	Hours			
•				
Current Indigenous Subcontractors/Suppliers % of Contract: = %				
Indigenous	Total			
Supplies/Services	Supplies/Services			
3. Achievement of Other Measures				
Description and Value of Proposed Measure(s)				
	Onsite Indigenous Employee Hours ontract: =% Indigenous Supplies/Services			

CONTRACTOR CERTIFICATION

CONTRACTOR CERTIFICATION			
INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:			
PRINT NAME	SIGNATURE	DATE	
The Contractor certifies the information contained in the ACHIEVEMENT TABLE is accurate and complete.			

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Part B - Indigenous Benefits Plan Penalty Conditions

1. Under the provisions of the proposed contract, where the Contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.

- 2. If the Contractor fails to fulfill their guarantee of the Indigenous Benefits Plan, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
- 3. The penalty amounts will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
- 4. For the purposes of the penalty calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.
- 5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
- Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- 7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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ANNEX E to PART 5 OF THE BID SOLICITATION

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

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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.

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ANNEX F to PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

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

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

Supplier Information

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

List of Names

Name	Title

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ANNEX G

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

2. <u>Submission Requirements</u>

The Bidder must submit one (1) hard copy AND one (1) soft copy of its technical bid on a USB flash drive, in Adobe PDF format. Both the hard copy and the soft copy of the technical bid should be identical in content.

A USB flash drive is the preferred media type for the one (1) soft copy of the technical bid required.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

3. Overall Technical Score Calculation

The overall technical score for each responsive bid will be determined as follows:

[(Total Technical Evaluation Point Rated Criteria Score / Maximum Points) x 50%] + [(Total Indigenous Benefits Plan Point Rated Criteria Score / Maximum Points) x 10%]

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PART 1: TECHNICAL EVALUATION CRITERIA

1. Mandatory Technical Criteria

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

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

Ite m No.	Evaluation Criteria
1.1	The bidder must provide at least two relevant project examples, including a brief summary of each project no more than two (2) pages in length in demonstration of their experience in salmon-bearing stream restoration and in-stream monitoring in coastal rain forest environments. An existing report or an abstract of a peer-reviewed publication, including full citation, will suffice as an example.
1.2	The Bidder must have a minimum of 5 years' experience in salmon-bearing stream restoration and in-stream monitoring in coastal rain forest environments. An existing report or an abstract of a peer-reviewed publication, including full citation, will suffice as proof.

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

2. Point Rated Technical Criteria

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

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

Item No.	Evaluation Criteria	Point Criteria	Weight	Maximum Weighted Points
2.1	Technical Expertise and	Qualifications		40
2.1.1	Bid demonstrates contractor(s) experience in biological and environmental data collection, analysis and summarizing of technical information related to salmon-bearing stream restoration and monitoring.	 0 points = No details provided; evaluated as not meeting the experience required. 3 points = Demonstrated limited experience; limited description of relevant projects. 6 points = Demonstrated sufficient experience; provided one project demonstrating this experience. 	1.0	10

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		10 points = Demonstrated extensive experience; provided two or more projects demonstrating this experience.		
2.1.2	Bid demonstrates contractor(s) experience overseeing and coordinating stream restoration in remote locations, and in collaboration with First Nations and government agencies.	 O points = No details provided; evaluated as not meeting the experience required. 3 points = Demonstrated limited experience; limited description of relevant projects. 6 points = Demonstrated sufficient experience; provided one project demonstrating this experience. 10 points = Demonstrated extensive experience; provided two or more projects demonstrating this experience. 	1.0	10
2.1.3	Bid demonstrates knowledge of standard stream restoration monitoring methods (i.e. Province of British Columbia's Level 1 Fish Habitat Assessment Procedures, Photo Point Monitoring, and level and rod, total station survey techniques).	 O points = No details provided; evaluated as not meeting the experience required. 3 points = Demonstrated limited experience; limited description of relevant projects. 6 points = Demonstrated sufficient experience; provided one project demonstrating this experience. 10 points = Demonstrated extensive experience; provided two or more projects demonstrating this experience. 	1.0	10
2.1.4	Bid demonstrates understanding and knowledge of and experience working with geotechnical and hydrological assessments in coastal rain forest environments	 0 points = No details provided; evaluated as not meeting the experience required. 3 points = Demonstrated limited experience; limited description of relevant projects. 6 points = Demonstrated sufficient experience; provided one project demonstrating this experience. 10 points = Demonstrated extensive experience; provided two or more projects demonstrating this experience. 	1.0	10

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2.2	Proposed Approach / Methodology and Work Schedule		100	
2.2.1	Bid outlines a rigorous, methodologically sound and environmentally responsible (least damaging) approach for accessing the restoration sites, inclusive of mobilization and demonization or equipment and transfer of personnel and supplies/material.	O points= Not addressed or not acceptable; no approach or methodology was proposed or insufficient; No mention of challenges and risk mitigation or major deficiencies exist; evaluated as not meeting the requirement or the requirement's intent. 2 points = Limited explanation of how the bidder will meet this requirement; approach and methodology lack structure and coherence; very few elements are provided and some elements were not clearly addressed; major deficiencies exist with the objectives and expected outcomes of this requirement; limited description of challenges and risk mitigation. 4 points = Some explanation of how the bidder will meet this requirement; approach and methodology lack structure and coherence; some elements are provided and some elements were not clearly addressed; major deficiencies exist with the objectives and expected outcomes of this requirement; some description of challenges and risk mitigation. 6 points = Good explanation of how the bidder will meet this requirement; approach and methodology are structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement; all necessary details were provided including challenges and risk mitigation with some additional insights. 8 points = In-depth and specific explanation on how the bidder will meet this requirement; approach and methodology are structured, coherent and all necessary details are provided; no deficiencies exist; demonstrates an understanding of the objective and expected outcomes of this requirement; demonstrates a clear understanding and appreciation of anticipated problems with detailed options for resolution. 10 points = Demonstrates a creative and innovative approach and methodology; in-	4.0	40

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		depth and specific details provided, no deficiencies exist; demonstrates a clear and in-depth understanding and appreciation of anticipated problems with creative options for resolution.		
2.2.2	Bid outlines a rigorous and methodologically sound approach for instream work, including plan for risk management associated with failed in-stream structures (i.e. unintentional barriers created and/or channel diversions).	 O points = Not addressed or not acceptable; no approach or methodology was proposed or insufficient; No mention of challenges and risk mitigation or major deficiencies exist; evaluated as not meeting the requirement or the requirement's intent. 2 points = Limited explanation of how the bidder will meet this requirement; approach and methodology lack structure and coherence; very few elements are provided and some elements were not clearly addressed; major deficiencies exist with the objectives and expected outcomes of this requirement; limited description of challenges and risk mitigation. 4 points = Some explanation of how the bidder will meet this requirement; approach and methodology have some structure and coherence; few elements are provided and some elements were not clearly addressed; some major deficiencies exist with the objectives and expected outcomes of this requirement; some description of challenges and risk mitigation. 6 points = Good explanation of how the bidder will meet this requirement; approach and methodology are structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement; all necessary details were provided including challenges and risk mitigation with some additional insights. 8 points = In-depth and specific explanation on how the bidder will meet this requirement; approach and methodology are structured, coherent and all necessary details are provided; no deficiencies exist; demonstrates an understanding of the objective and expected outcomes of this requirement; approach and methodology are structured, coherent and all necessary details are provided; no deficiencies exist; demonstrates an understanding of the objective and expected outcomes of this requirement; demonstrates a clear understanding and 	3.0	30

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		appreciation of anticipated problems with detailed options for resolution. 10 points = Demonstrates a creative and innovative approach and methodology; indepth and specific details provided, no deficiencies exist; demonstrates a clear and in-depth understanding and appreciation of anticipated problems with creative options for resolution.		
2.2.3	Bidder demonstrates understanding of work required, including: Appropriate timelines and milestones for work proposed; Consideration for working in a remote area; Weather constraints mentioned and contingencies outlined.	O points = Scheduled work and activities of resources not provided or insufficient; constraints and contingencies not addressed or provided; evaluated as not meeting the requirement or the requirement's intent. 4 points = Scheduled work and activities of resources are limited or incomplete, lacks detail, or the time frames and resources do not appear reasonable; minimal, unclear or insufficient work plan and schedule of work to be performed, considered weak; limited understanding of constraints of working in remote areas and contingencies not well developed. 6 points = Scheduled work and activities of resources are limited, minor detail, or the time frames and resources are somewhat reasonable; minimal work plan and schedule of work to be performed, considered weak; limited understanding of constraints of working in remote areas and contingencies somewhat developed. 8 points = Scheduled work and activities of resources has most of the necessary information to meet the requirement; level of effort and availability of resources was outlined for most of the tasks; all necessary details were provided including clear understanding of working in a remote area, and contingencies demonstrate additional insights. 10 points = Scheduled work, level of effort and activities of resources clearly outlines all of the information to meet the requirement.; all necessary details provided including comprehensive understanding of working in a	2.0	20

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		remote area, and contingencies demonstrate creative resolutions.		
2.2.4	Bid demonstrates ability and commitment to work in close consultation with the Ditidaht first Nation during project lead-up and in field, including: Communications with the DFN Understanding of DFN protocols and cultural sensitivities	O points = No details provided. 5 points = Limited mention of Parks Canada protocols and cultural resource considerations. 10 points = Clear articulation of importance of adhering to Parks Canada protocols, demonstrated plan for working closely with Parks Canada, demonstrated understanding of cultural resource considerations	1.0	10

Total Points Available	140
Minimum Points Required	98

Bids that do not obtain the required minimum of 98 points overall for the point rated technical criteria will be given no further evaluation.

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PART 2: INDIGENOUS BENEFITS PACKAGE

1.0 Information

1.1 Preamble

As a requirement of this contract, the Contractor should ensure provision of specific and agreed upon benefits for Indigenous People and/or Indigenous Firms in the Area of the Contract.

The Area of Contract is defined by the traditional territory of The Ditidaht First Nation (DFN) in the proximity of the Pacific Rim National Park Reserve, including but not limited to the Nitinaht Village.

For the purpose of preparation of this bid and the IBP, necessary communication(s) with the DFN can be held via: Jeneen Hunt, Ditidaht First Nation Administrator, executivedirector@ditidaht.ca or 250-745-3333.

1.2 Requirements for Bidders

In order to receive points for any Indigenous Benefits Plan provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits guaranteed during Contract Period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous services and/or the sub-contracting of Indigenous Firms in the area of this contract, if any.

Indigenous labour may include but is not limited to manual labour, small machinery and/or chainsaw operation, trail-building, surveying, environmental and habitat data collection and/or assessment.

Indigenous services may include but are not limited to provision of accommodations and fuel services.

Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

1.3 Reporting Requirements

1.3.1 Indigenous Benefit Plan Submission

The Contractor should provide an Indigenous Benefits Plan. The plan will provide detail on sub-contracting, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, purchase of services, or other) will be provided.

The Project Authority will provide comments, or approval within 10 calendar days after Contract Award. The Contractor must revise and resubmit the Update within 1 week of receipt of comments, if any.

1.4 Indigenous Benefits Plan Monthly Report

The Contractor must provide a report along with each invoice detailing the benefits accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how or if the situation will be remedied and within what timeframe.

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1.5 Indigenous Benefits Plan Final Report

The Contractor must provide a final report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Contracting Authority within 1 month of the completion of the work.

2. Point Rated Technical Criteria

Indigenous Benefits Plans will be evaluated against the point rated technical criteria below.

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Guarantee Table to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

Bidders will be held to guarantees/certifications made under their Plan, regardless of the points achieved under the evaluation of the IBP bid criteria.

Item No.	Evaluation Criteria	Maximum Points
2.1	HUMAN RESOURCES PLAN Bidders will be evaluated on their firm guarantee to use Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff. Percentages should be supported by a list of specific positions, categories, overall percentage of labour, value or cost of labour, labour hours and the total project hours that may or will be staffed by onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor if applicable. Total guaranteed Indigenous labour % of Contract:% Points will be assigned based on a percentage % of the total points available: Each 1% commitment is equal to 0.5 point, up to a maximum of 50 points.	50

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	Bidder must demonstrate how they will meet their Labor %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.	
	INDIGENOUS BUSINESS PLAN	
	Bidders will be evaluated on their firm guarantee to use Indigenous Contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.	
	Note: if the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous Sub-Contracting/Supplier Costs.	
	Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor.	
2.2	Total guaranteed Indigenous Subcontractors/Suppliers % of Contract:%	30
	Points will be assigned based on a percentage % of the total points available: Each 1% commitment is equal to 0.3 point, up to a maximum of 30 points.	
	Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses will be made through: • Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058 • In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. • A list provided by the local First Nations, if applicable	
	OTHER MEASURES Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities. The bidder should describe these opportunities in their IBP. Examples of other measures include the following:	
2.3	 Community outreach programs to share information and create positive relationships Various informational seminars and presentations Using Indigenous accommodations and/or food services Providing transportation to/from local communities to job site Educational and training programs for Indigenous People 	20
	Other activities related to, but not specified in, the work to be completed under the Contract Guarantees must be supported by a description, value and firm commitment of the measures proposed.	

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Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.

Total Points Available 100

3. Bidder Guarantee and Certification

- 1. At time of bid submission The table below may be used by bidders to submit their proposals.
- 2. Information provided may be subject to verification.
- 3. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Benefits plan and periodically receive performance monitoring results

Example Table Format:

1. Human Resources Plan		
Guaranteed % of Indigenous Labour = %		
Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		
2. Indigenous Business Plan		
Guaranteed Indigenous Subcontractors/Suppliers % of Contract: = %		
Subcontractor/supplier name. (Provide name(s) where possible)	Indigenous Supplies/Services	Total Supplies/Services
Bidders MUST include estimated dollar value for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.		
3. Other Measures		
Description and Value of Prope	osed Measure(s)	

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Bidder Certification

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

INDIGENOUS BENEFITS PLAN CERTIFICATION				
PRINT NAME	SIGNATURE	DATE		
The hidder certifies its IRR guarantee for contracting submitted with its hid is accurate and				

The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.