

RETURN BIDS TO: Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: **1-866-246-6893** Bid Email: <u>soumissionsouest-bidswest@canada.ca</u>

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address may not be accepted.

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Comments:

Issuing Office:

Parks Canada Agency National Contracting Services Calgary, Alberta

Title:

Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

Solicitation No.: 5P420-20-0293/A

Date: January 25, 2021

Client Reference No.: n/a

GETS Reference No.: PW-21-00943101

Solicitation Closes:	Time Zone:
At: 14:00 On: February 23, 2021	MST

F.O.B.: Plant: □ D	estination: 🛛	Other: []	
Address Enq Ryan Taylor -	uiries to: ryan.taylor@ca	inada.ca		
	Telephone No.: Fax No.: (587) 436-5987 1-866-246-6893			
Destination o See Herein	of Goods, Servi	ices, and	I Construction:	
TO BE COMP	PLETED BY TH	E BIDDE	R	
Vendor/ Firm	Vendor/ Firm Name:			
Address:				
Telephone No.: Fax No.:				
Name of pers Firm (type or		to sign (on behalf of the Vendor/	

Signature:	Date:





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n/a.

Amendment No.:

Title: Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

IMPORTANT NOTICE TO BIDDERS

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

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

The only acceptable email address for responses to the bid solicitation is <u>soumissionsouest-bidswest@canada.ca</u>. Bids submitted by email directly to the Contracting Authority or to any email address other than <u>soumissionsouest-bidswest@canada.ca</u> may not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

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

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

• Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

Security Requirements

There are security requirements associated with this requirement. For further instructions, consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

Direct Deposit

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

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

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n/a.

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

- **1.1.1.** 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 sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
 - (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- **1.1.2.** 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.

1.2. Statement of Work

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

1.3. Bidders' Teleconference

A bidders' teleconference will be held on **February 3, 2021**. The conference will begin at 09:00 am **MST**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. The teleconference call coordinates will be provided to confirmed participants following notification of attendance with the Contracting Authority.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid

1.4. Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

• Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

1.5. 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.

1.6. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada Chile Free Trade Agreement, Canada Colombia Free Trade Agreement, Canada Honduras Free Trade Agreement, Canada Panama Free Trade Agreement, and Canada-Peru Free Trade Agreement.

n/a.

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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> (2020-05-28), 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 Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions <u>2003</u> incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

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

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is <u>soumissionsouest-bidswest@canada.ca</u>.

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

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

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.3. Enquiries – Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

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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 The Northwest Territories.

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.

2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- **2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

n/a.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I:	Technical Bid
Section II:	Indigenous Benefits Plan Bid
Section III:	Financial Bid
Section IV:	Certifications

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

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: Indigenous Benefits Plan Bid

In their Indigenous Benefits Plan bid, Bidders should explain and demonstrate how they propose to provide specific and agreed upon benefits for Indigenous peoples and firms through the performance of the Work.

Section III: Financial Bid

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

3.1.1. Exchange Rate Fluctuation

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

Section IV: Certifications

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

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n/a.

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Title:

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 mandatory technical evaluation criteria **Annex G to Part 4 of the Bid Solicitation**.

4.1.2. Indigenous Benefit Plan

Technical bids will be evaluated against the point rated technical evaluation criteria **Annex H to Part 4 of the Bid Solicitation**.

4.1.3. Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

- 4.2. Basis of Selection Highest Combined Rating of Indigenous Benefits (10%) and Price (90%)
- **4.2.1.** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria at Annex G to Part 4 of the Bid Solicitation.
- **4.2.2.** Bids not meeting (a) and (b) will be declared non-responsive.
- **4.2.3.** The selection will be based on the highest responsive combined rating of Indigenous benefits and price. The ratio will be 10% for the Indigenous benefits and 90% for the price.
- **4.2.4.** To establish the Indigenous benefits score, the overall Indigenous benefits 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 10%.
- **4.2.5.** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
- **4.2.6.** For each responsive bid, the Indigenous benefits score and the pricing score will be added to determine its combined rating.
- **4.2.7.** Neither the responsive bid obtaining the highest Indigenous benefits score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of Indigenous benefits and price will be recommended for award of a contract.

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The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 10/90 ratio of Indigenous benefits and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Indigenous Benefits (10%) and Price (90%)

		Bidder 1	Bidder 2	Bidder 3
	igenous Benefits Score	73/100	91/100	64/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Indigenous Benefits Score	73/100 x 10 = 7.30	91/100 x 10 = 9.10	64/100 x 10 = 6.4
	Pricing Score	45/55 x 90 = 73.64	45/50 x 90 = 81.00	45/45 x 90 = 90.00
Comb	ined Rating	80.94	90.10	96.40
Over	rall Rating	3rd	2nd	1st

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 specified will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <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 provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-socialdevelopment/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 <u>A3005T</u> (2010-08-16), Status and Availability of Resources.

5.2.4.2. Education and Experience

SACC Manual clause <u>A3010T</u> (2010-08-16), Education and Experience.

n/a.

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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

- **6.1.1.** The following security requirements apply to and form part of the Contract.
- **6.1.1.1** The Contractor/Offeror's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).

*Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.

6.1.1.2 The Contractor/Offeror's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

6.2. Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

• Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

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

6.4.1. General Conditions

<u>2010B</u> (2020-05-28), 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.

6.5. Term of Contract

6.5.1. Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.

n/a.

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6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Ryan Taylor Contracting Officer, National Contracting Services Chief Financial Officer Directorate Parks Canada Agency 220 – 4 Avenue S.E., suite 720 Calgary, AB T2G 4X3

Telephone: (587) 436-5987 Facsimile: 1-866-246-6893 E-mail address: <u>ryan.taylor@canada.ca</u>

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.

6.6.2. 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.

6.6.3. Contractor's Representative

*** To Be Completed by the Bidder ***

The Contractor's Representative for the Contract is:

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

6.7. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at contract award, if applicable ***

6.8. Payment

6.8.1. Basis of Payment – Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s) 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.

6.8.2. Progress Payment

- **6.8.2.1** 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 ninety five percent (95%) of the amount claimed and approved by Canada if:
 - a. 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 one hundred percent (100%) of the total amount to be paid under the Contract;
 - d. all certificates appearing on form <u>PWGSC-TPSGC 1111</u> have been signed by the respective authorized representatives.
- **6.8.2.2** 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.
- **6.8.2.3** 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.

6.9. Invoicing Instructions - Progress Payment Claim – Supporting Documentation Required

- **6.9.1** The Contractor must submit a claim for payment using form <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment. Each claim must show:
 - a. all information required on form <u>PWGSC-TPSGC 1111;</u>
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. a copy of the progress report; and
- b. a copy of the Indigenous Benefits Plan monthly report

- **6.9.2** 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.
- **6.9.3** The Contractor must prepare and certify the claim on form <u>PWGSC-TPSGC 1111</u>, 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 Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- **6.9.4** The Contractor must not submit claims until all work identified in the claim is completed.

6.10. Certifications and Additional Information

6.10.1. 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.

6.11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *** to be inserted at contract award ***.

6.12. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions <u>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Indigenous Benefits Plan
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated *** to be inserted at contract award ***.

6.13. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access. A9068C (2010-01-11) Government Site Regulations. B6802C (2007-11-30) Government Property. B9028C (2007-05-25) Access to Facilities and Equipment.

6.14. Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement.

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6.15. 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.

ANNEX A

STATEMENT OF WORK

The Statement of Work is included under separate attachment (Annex A Statement of Work_20-0293.pdf).

Client Reference No.: Title: n/a. Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

ANNEX B

BASIS OF PAYMENT

*** To Be Completed by the Bidder ***

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.
- (e) The Bidder must be prepared to provide a cost breakdown and timetable outlining all relevant tasks and associated fees for the completion of the work as per the Bid prices indicated below.

1. Firm Lot Price(s) - Contract

1.1 Completion of Phase II Environmental Site Assessment

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 PRICE Phase II Environmental Site Assessment (excluding applicable tax)	
--	--

1.2 Completion of Preliminary Quantitative Risk Assessment

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 PRICE Preliminary Quantitative Risk Assessment (excluding applicable tax)	\$
--	----

1.3 Hazardous Building Materials Assessment

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 PRIC Hazardous Building Materials Assessme (excluding applicable ta	nt \$
--	-------

1.4 Geotechnical Investigation Assessment

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.

Geotechnical Investigation	AL FIRM PRICE on Assessment g applicable tax)	\$
----------------------------	---	----

2. Total Combined Evaluated Bid Price

The total evaluated bid price is the sum of Tables 1.1, 1.2, 1.3 and 1.4.

TOTAL COMBINED EVALUATED BID PF	RICE
(1.1 + 1.2 + 1.3 +	- 1.4) \$
(excluding applicable	e 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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ANNEX C

n/a.

INDIGENOUS BENEFITS PLAN

PART A CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. Indigenous Benefits Plan Monthly Report

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

2. Indigenous Benefits Plan Final Report

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

- (a) The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Indigenous Benefits Plan (IBP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.
- (b) The Contractor must indicate if any objectives were not met *and* identify why not.
- (c) Information provided may be subject to verification.
- (d) The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractor met its' IBP guarantee.
- (e) Failure to comply with the request to submit the certification and report may result in the full penalty identified in Part B.

Example Achievement Table Format:

1. Achievement of Human Resources Plan			
Current % of Indigenous Labour = %			
Name & Position Title	Onsite Indigenous Employee Hours	Total Employee Hours	
2. Achievement of Indigenous Business Plan			
Current % of Indigenous Subcontracting = %			
Subcontractor or Supplier Name Value of work Sub-contracted			

Title:

Contracting Authority: Ryan Taylor

Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary

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(HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency
3. Achievement of Skills Development Plan
Name & Position Title
Type of Training
Indigenous
Training Hours
4. Achievement of Other Measures

Description and Value of Measure(s) Achieved

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.			

PART B INDIGENOUS BENEFITS PLAN NON-COMPLIANCE CONDITIONS

- 1. Under the provisions of the Contract, where the Contractor meets the IBP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.
- 2. If the Contractor fails to fulfill their guarantee of the IBP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
- 3. The amounts deducted 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 deduction 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 amendment 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.
- 6. 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 amounts withheld if it can be clearly 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 D

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

*** to be completed after contract award ***

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.

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

General Description of Work to be Completed

Contracting Authority: Ryan Taylor

Client Reference No.:

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Title: Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

Mark "Yes" where applicable.

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

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

Name

Signature

Date

n/a.

Client Reference No.:

No.:	Title:
	Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

ANNEX E 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's or Offeror's organizational structure:

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

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

Supplier Information

Supplier's Legal Name:			
Organizational Structure:		Privately Owned Corporation Sole Proprietor	
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	

Supplier's Procurement Business Number (optional):

List of Names

Name	Title

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Contracting Authority: Ryan Taylor

Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary

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Client Reference No.:

n/a.

Declaration

I, _____, (name)

_____, (position) of

_____, (supplier's name) declare that the information

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

Signature

Date

Client Reference No.:

n/a.

Title: Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

ANNEX F 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 <u>Financial Administration</u> <u>Act</u>, 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</u> <u>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</u> <u>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</u> <u>Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>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 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 <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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Work Force Adjustment Directive

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

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.

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n/a.

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ANNEX G TO PART 4 OF THE BID SOLICITATION

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</u> present topics in the order of the evaluation criteria under the same headings.

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

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

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

2. Mandatory Technical Criteria

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

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

Item	Evaluation Criteria	Met /	Not Met	Remarks / Notes
No.	Evaluation Criteria	**To B	e Completed b Team**	
2.1	 Scope and Objectives The bidder must submit project scope and objectives. Including: A description of the bidders's overall approach to ensure the objectives of the project will be satisfied cost effectively. The proposed methodology to be used to meet the requirements as described in Annex A. 	🗆 Met	🗆 Not Met	
2.2	 Work Plan and Schedule The bidder must provide the following: A site plan with all sampling locations for each of the 4 Areas of Service required. Their proposed overall project schedule, with minor schedule to show each of the 4 Areas of Service required. Bidder should reference Section 3.2 of Annex A Statement of Work for development of Work Plan 	🗆 Met	🗆 Not Met	
2.3	Project Team The Bidder must identify all key personnel who will work on this project by functional roles, company, qualifications and training for the 4 Areas of Service required. The bidder should include relevant project	🗆 Met	□ Not Met	

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		nent (PQRA) Hazardous Building Material I Investigation Assessment (GIA) – Parks	
experience as we	Il as copies of CV's for the pro	piect	
	osal submission. The CV's sh		

	experience as well as copies of CV's for the project team in their proposal submission. The CV's should only contain information pertinent and applicable to this project and are not to exceed two pages in length. <u>PCA requires the lead field assessor to have</u>			
	a minimum of 5 years of directly related experience.			
2.4	Subcontractor Information The bidder must identify Work to be subcontracted and include background information of subcontractor(s) such as company profile and past working relationship(s).	🗆 Met	🗆 Not Met	

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

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n/a.

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ANNEX H TO PART 4 OF THE BID SOLICITATION

INDIGENOUS BENEFITS PLAN EVALUATION

PART A INFORMATION

1. Preamble

The Contractor should attempt to provide specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

Due to the location of the work to be completed, this project is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement. The Area of the Contract is defined by the boundaries of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

2. Indigenous Benefits Plan

The Contractor should submit the Indigenous Benefits Plan for Canada's approval with their tender package as outlined in the additional document attachments.

2.1 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 the 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 training and the sub-contracting of Indigenous Firms in the Area of the Contract.

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.

3. Reporting Requirements

3.1 Indigenous Benefits Plan Submission

The Contractors Indigenous Benefits Plan should provide detail on sub-contracting, skills development, 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, skills development, or other) will be provided.

3.2 Indigenous Benefits Plan Monthly Report

The Contractor must provide a detailed report on a monthly basis detailing the benefits accomplished to date and a copy of the monthly report is required with each invoice submission. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

3.3 Indigenous Benefits Plan Final Report

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Project Authority prior to Final Payment.

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PART B EVALUATION CRITERIA

1. Evaluation & Assessment of IBP

A total of up to 100 points will be awarded for the inclusion of an Indigenous Benefits Plan (IBP). This will be worth 10% of the total bid evaluation.

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.

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

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.

2. Evaluation Cri	iteria
-------------------	--------

BID CRITERIA Canada reserves the right to confirm validity of all declarations/ guarantees	TOTAL AVAIL. POINTS
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 Subcontractor 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 and	20 Points

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	Bidder 1	Bidder 2	Bidder 3
Proposed guaranteed Indigenous Position #1 hours	150	100	150
Proposed guaranteed Indigenous Position #2 hours	250	210	50
Total proposed guaranteed Indigenous hours	400	310	200
Total estimated hours required for project	1000	950	900
Proposed guaranteed Indigenous Employment/Labour % of Contract	40%	34%	22%
Calculation of points	40%/40% = 100% of total points available	34%/40% = 85% of total points available	22%/40% = 55% of total points available

If only one bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socioeconomic benefit to the Area of the Contract.

2. 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.

Total guaranteed Indigenous Subcontractors/ Suppliers % of Contract: _____ %

Percentages <u>must be supported</u> by a list of specific subcontractor/ suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses may be made through:

- Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. <u>https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058</u>
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.
- The Inuit Firm Registry Database <u>http://inuitfirm.tunngavik.com/</u>
- A list provided by the local First Nations, if applicable

Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Indigenous Subcontractors/ Suppliers, with the proposal committing to the highest number of labour hours receiving full points.

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Points

Client Reference No.:

n/a.

Title: Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

	Bidder 1	Bidder 2	Bidder 3
Proposed guaranteed Indigenous subcontracting spend \$	\$2000	\$1000	\$1500
Proposed guaranteed Indigenous supplier spend \$	\$3000	\$2000	\$500
Total proposed guaranteed Indigenous subcontracting and supplier spend \$	\$5000	\$3000	\$2000
Total project cost (bid price) \$	\$10000	\$9000	\$8000
Proposed guaranteed Indigenous Subcontractors/Suppliers % of Contract	50%	33%	25%
Calculation of points	50%/50% = 100% of total points available	33%/50% = 66% of total points available	25/50% = 50% of total points available

If only one bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socioeconomic benefit to the Area of the Contract.

3. SKILLS DEVELOPMENT PLAN (TRAINING):

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous peoples from the Area of the Contract at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.

Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of "Calculated Number of Trades Apprenticeship and Trade Skills Development Hours".

To establish the total training score, "Health and Safety Hours" and "Calculated Number of Trade Apprenticeship and Trade Skills Development Hours" will be added together. Each responsive bid will be prorated against the bidder proposing the highest number of total

Client Reference No.:

n/a.

Amendment No.: 00

Contracting Authority: Ryan Taylor

Title:

Tulita Lot Assessments: Phase II Environmental Site Assessment (ESA), Preliminary Quantitative Risk Assessment (PQRA) Hazardous Building Materials Assessment (HBMA), and Geotechnical Investigation Assessment (GIA) – Parks Canada Agency

	Bidder 1	Bidder 2	Bidder 3	
Proposed number of Health & Safety Training Hours certified through a recognized third party organization	20 hours	35 hours	60 hours	
Proposed number of Trade Apprenticeship and Trade Skill Development Hours	100 hours	50 hours	0 hours	
Calculated number of Trade Apprenticeship and Trade Skills Development Hours (with 1.5 multiplier – for scoring purposes only)	100 hours * 1.5= 150	50 hours * 1.5 = 75	0 hours * 1.5 =0	
Total number of training hours proposed	170 hours	110 hours	60 hours	
Calculation of points f only one bidder makes a comprenticeship programs, po assessed socio-economic be	ints will be assigned,	at Canada's discretio		
f only one bidder makes a co apprenticeship programs, po	total points available commitment with respe- ints will be assigned, nefit to the Area of th dders will be evaluate the local Indigenous	total points available ect to delivery of on-ti at Canada's discretio e Contract. ed on their undertakin Communities. The E	total points available he-job training and on, based on the ng of a commitment Bidder should	
f only one bidder makes a comporenticeship programs, por assessed socio-economic be I. OTHER MEASURES: Bid o offer other opportunities to lescribe these opportunities	total points available commitment with respe- ints will be assigned, mefit to the Area of th dders will be evaluate the local Indigenous in their IBP. Example programs to share ir I seminars and prese commodations ion to/ from local com d training programs f	total points available ect to delivery of on-th at Canada's discretion e Contract. ed on their undertakin Communities. The E es of other measures formation and create ntations munities to job site or Indigenous People	total points available he-job training and on, based on the ag of a commitment Bidder should include the e positive	10 Points
f only one bidder makes a componenticeship programs, por assessed socio-economic be be confer other opportunities to describe these opportunities ollowing: Community outreach relationships Various informationa Using Indigenous ac Providing transport Other educational an Other activities related	total points available commitment with respe- ints will be assigned, mefit to the Area of the dders will be evaluate the local Indigenous in their IBP. Example programs to share in I seminars and prese commodations ion to/ from local com id training programs f ed to, but not specified	total points available ect to delivery of on-th at Canada's discretion e Contract. ed on their undertakin Communities. The E es of other measures formation and create ntations munities to job site or Indigenous People d in, the work to be c	total points available the-job training and on, based on the ag of a commitment Bidder should include the e positive	

Solicitation No.: 5P420-20-0293/A	Amendment No.: 00	Contracting Authority: Ryan Taylor	Ver.11.20.20
Client Reference No .:	Title:		
n/a.	Quantitative Risk Assessme	ase II Environmental Site Assessment (E ent (PQRA) Hazardous Building Materials Investigation Assessment (GIA) – Parks	s Assessment

3. Bidder Guarantee and Certification

- 1. Information provided may be subject to verification.
- 2. For follow-up purposes, the communities may receive copies of the contractors Indigenous Benefits Plan and periodically receive performance monitoring results.
- 3. Bidders will be held to guarantees/ certifications made under their Indigenous Benefits Plan, regardless of the points achieved under the evaluation of the IBP evaluation criteria.
- 4. By submitting a bid, 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 the Contract.

Example Guarantee 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 labour, labour hours and the total project hours.		
2. Indigenous Business Plan		
Guaranteed % Indigenous Subcontracting = %		
Subcontractor or Supplier Name	Value of work to be Sub-contracted	
3. Skills Development Plan		
Name & Position Title (Provide name(s) where possible)	Type of Training	Indigenous Training Hours
Bidders MUST include type of training and hours of training.		
4. Other Measures		
Description and Value of Proposed Measure(s)		
Bidders MUST include the description and value of proposed measure(s).		