



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving PWGSC/TPSGC reception des soumissions

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (418) 566-6167

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

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 to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux 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 construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Engineering Services - Wood Buffalo	
<b>Solicitation No. - N° de l'invitation</b> 5P414-210191/A	<b>Date</b> 2021-11-02
<b>Client Reference No. - N° de référence du client</b> 5P414-210191	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWZ-014-11274	
<b>File No. - N° de dossier</b> PWZ-1-44023 (014)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Central Standard Time CST <b>on - le 2021-12-07</b> Heure Normale du Centre HNC	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fagan, Mike	<b>Buyer Id - Id de l'acheteur</b> pwz014
<b>Telephone No. - N° de téléphone</b> (204) 296-5375 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Wood Buffalo National Park P.O.BOX 750 FORT SMITH Northwest Territories X0E0P0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western Region

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **REQUEST FOR PROPOSAL (RFP)**

### **Qualification Based Selection (QBS) Process**

# **Engineering and Environmental Consultant Services For Water Control Structures in the Peace-Athabasca Delta**

Solicitation No. **5P414-210191/A**

Project No. ***to be determined***

Public Works and Government Services Canada Contracting Authority:

Mike Fagan  
PWGSC, Real Property Contracting  
Room 100 - 167 Lombard Ave.,  
Winnipeg, Manitoba, R3B 0T6  
Telephone: 204-296-5375  
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## PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a selection process utilizing a Qualification Based Selection (QBS) methodology for the acquisition of Architectural and Engineering Services. The process is structured as follows:

<b>Stage One: Technical Evaluation</b>		
	<b>Part A – Technical Proposal</b>	
	<b>Part B – Presentation</b>	
<b>Stage Two: Project Review and Discussion</b>		
	<b>Step I</b>	<b>Refine Requirements</b>
	<b>Step II</b>	<b>Price Proposal</b>

3. Because of the considerable time and expense involved in the preparation, submission and evaluation of full proposals, Proponents responding to this RFP will be evaluated in two parts, with only proponents evaluated as meeting mandatory requirements in Part A to be evaluated in Part B.
4. Stage One – Part A Technical Proposals address the previous achievements and experiences of the proposed Consultant Team and provides an opportunity for the Proponent to demonstrate an understanding of the project requirements. In Stage One – Part A, firms are invited to submit a Technical Proposal. Only the Part A information requested in the RFP is to be included in the Part A Technical Proposal, and evaluation and rating of Part A Technical Proposals will only be carried out on the Part A information requested.
5. Following evaluation and rating of the submitted Technical Proposals, Proponents meeting the mandatory requirements for Part A will be invited to participate in Part B by delivering a technical presentation. The Part B presentation requirements are detailed in the Submission Requirements and Evaluation. A combination of the Stage One – Part A and Part B Ratings constitutes the final Total Technical Score.
6. Following evaluation and rating of Stage One – Part A and Part B, the Highest Ranked Technical Proponent (H RTP) is determined and remaining Proponents are advised of their competitive standing.
7. The H RTP may then be invited to proceed to Stage Two - Step I, to refine requirements and to Step II, to submit a Price Proposal. At Step II, the H RTP is expected to fully substantiate its Price Proposal. A combination of the Technical Proposal, the Record of Discussion and Price Proposal constitutes the final proposal.
8. Debriefs will not be conducted until a contract is awarded.
9. Proponents must use the epost Connect service provided by Canada Post Corporation to transmit their proposals electronically.

Proponents must refer to GI16 Submission of proposal, and SRE 2 Proposal Requirements, of the bid solicitation, for further information.

## **SI2 PROPOSAL DOCUMENTS**

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

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

2. The following are the proposal documents:

- (a) Supplementary Instructions to Proponents (SI);  
General Instructions (GI) – Architectural and/or Engineering Services;  
Submission Requirements and Evaluation (SRE);
- (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
- (c) Terms of Reference;
- (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (e) the Technical Proposal and presentation, if applicable, submitted at Stage One, the Declaration/Certifications Form and any amendment to the solicitation document issued prior to bid closing;
- (f) the Record of Discussion, if any;
- (g) the Price Proposal, if required, submitted in Stage Two; and
- (h) the Indigenous Benefit Plan, if required, submitted in Stage Two.

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

## **SI3 PROPONENTS' CONFERENCE**

A Proponents' Conference will be held by WebEx and teleconference on **to be determined**. The conference will begin at **to be determined**. The scope of the requirement and methodology outlined in the Request for Proposal will be reviewed during the conference and questions will be answered. It is recommended that Proponents who intend to submit a proposal attend or send a representative.

Proponents are required to communicate with the Contracting Authority before the conference to confirm attendance and to receive the information for the WebEx and teleconference. Proponents should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues, if any, they wish to table no later than two (2) days before the

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Proponents' Conference.

Any clarifications or changes to the Request for Proposal resulting from the Proponents' Conference will be included as an amendment to the bid solicitation. Proponents who do not attend will not be precluded from submitting a proposal.

#### **SI4 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the Phase One solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address **mike.fagan@pwgsc-tpsgc.gc.ca** as early as possible. Enquiries should be received no later than **ten (10)** working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

#### **SI5 CANADA'S TRADE AGREEMENTS**

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

#### **SI6 CERTIFICATIONS**

##### **1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(G11\), Integrity Provisions – Proposal, section 3b](#).

##### **2. Federal Contractors Program for Employment Equity – Proposal Certification**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent 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) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a proposal non-responsive if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Agreement for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Agreement.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see [Annex B - Declaration/Certifications Form](#)), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the

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

## **SI7 FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)**

This Procurement is conditionally reserved for bidding among Aboriginal Business under the federal government Procurement Strategy for Aboriginal Business.

This is an open competition; however, this solicitation may be reserved among Aboriginal Businesses if two conditions are met:

- bids from two (2) or more Aboriginal Businesses are responsive with the mandatory requirements of Stage 1 – Part A of this Request for Proposal, and
- bids from two (2) or more Aboriginal Businesses are, in the evaluation team's opinion, not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34.

Aboriginal Businesses is here defined as an entity which has submitted with its bid a valid Annex G – PSAB Certification.

If the above conditions are not met, the procurement will remain open for competition among all businesses.

## **SI8 WEBSITES**

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

<https://buyandsell.gc.ca/>

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#### Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca>

#### Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

#### Canadian sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng&\\_ga=2.4399216.2143508984.1600280756-1424234476.1600280756](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756)

#### National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

## PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES

### GI1 Integrity provisions—proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy* (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at *Declaration form for procurement*, (<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*, (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;

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- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
  6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **G12 Definitions**

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

"Highest Ranked Technical Proponent (H RTP)":

The responsive Proponent receiving the highest technical score following Stage One and who has not yet concluded or completed Stage Two. For clarity, the responsive Proponent receiving the highest technical score at Stage One will be considered the Highest Ranked Technical Proponent until and unless Stage Two is terminated or otherwise concluded in accordance with the terms and conditions of the RFP. If the Highest Ranked Technical Proponent is not successful at Stage Two, or Stage Two is otherwise terminated or concluded the responsive Proponent that has the next highest technical score at Stage One and who has not yet participated in Stage Two will become the Highest Ranked Technical Proponent.

"Key Personnel":

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

"Price Proposal":

The document found in Annex C.

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**"Proponent":**

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a Proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

**"Proposal":**

A combination of the "Technical Proposal", "Price Proposal" and the "Record of Discussion" created during the Stage Two Negotiations, as applicable.

**"PWGSC Evaluation Board":**

The board established to evaluate and rate the Technical Proposals. Board members represent a broad cross-section of professional qualifications and experience as well as Indigenous Partner Representatives.

**"Record of Discussion":**

A written summary documenting the results of the discussions with respect to any aspect of the Terms of Reference as a result of Stage Two, Step I. Forms part of the Agreement supplemental to the Terms of Reference.

**"Technical Proposal":**

The initial proposal submitted at Stage One – Part A.

**"Total Technical Score":**

A score assigned at the completion of the Stage One Technical Evaluation calculated as the aggregate of the Part A and Part B Ratings and subsequently used to establish the Highest Ranked Technical Proponent.

**G13 Overview of selection procedure**

The following is an overview of the selection procedure.

- (a) To be declared responsive, a bid must first:
  - i. comply with all the requirements of the bid solicitation; and
  - ii. meet all mandatory technical evaluation criteria;
  
- (b) The evaluation team will then determine if the following two conditions are also met:
  - i. there are responsive bids from two (2) or more businesses which have submitted a valid Annex G – PSAB Certification, and
  - ii. such two (2) or more responsive PSAB Certified Aboriginal Businesses are, in the evaluation team's opinion, not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34.

If the two conditions are met, only bids from Aboriginal Businesses will be deemed responsive. If either, or both, of those two conditions are not met, all responsive bids will remain responsive.

### **3.1 Stage One: Technical Evaluation**

#### **1. Part A Technical Proposal**

- a. The information that Proponents are required to provide is set out in detail in the Submission Requirements and Evaluation (SRE) section of the RFP.
- b. In response to the RFP, interested Proponents must submit a Part A Technical Proposal in which they:
  - i. indicate whether the Technical Proposal is submitted by an individual firm or by a joint venture;
  - ii. if the Technical Proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture;
  - iii. identify the prime consultants, key sub-consultants and specialists proposed for inclusion in the Consultant Team;
  - iv. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project identified in the Terms of Reference;
  - v. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services; and
  - vi. comply with all other requirements set out in the RFP.

#### **2. Part A Technical Proposal: Evaluation and Rating**

- a. Each responsive Part A Technical Proposal received is reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the evaluation criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, an initial rating ("Part A Rating") is assigned to the Part A Technical Proposal. Part A Ratings are recorded for subsequent incorporation in the final Technical Proposal evaluation and rating.
- b. All Proponents who submitted a Part A Technical Proposal will be notified of their Part A Rating at the conclusion of Part A evaluations. Proponents who meet the mandatory requirements for Stage 1, Part B will be provided with the following:
  - i. an alphabetic list (normally five names) of Proponents with the highest Part A Ratings;
  - ii. a list of all Part A Ratings attained (ratings are not linked to Proponents);
  - iii. an invitation to participate in Stage One – Part B of the selection process;
  - iv. a date, time, and location for the delivery of the Part B presentation. A select number of options for dates and times may be offered; and
  - v. the date and time for receipt of Part B presentation file, and any supplementary instructions which may be applicable to Part B presentation preparation.
- c. The invited Proponents will be provided a minimum of two (2) weeks from the above notice to prepare for Part B presentations.

#### **3. Part B Presentation and Question Period**

- a. Following the conclusion of Part A, all Proponents meeting the mandatory requirements identified at SRE 4.1 will be invited for a technical presentation and question period. Project

- understanding and technical capabilities will be evaluated through the presentation and question period phase and will be ranked.
- b. Each eligible Proponent must, within the specified time period, decide whether it wishes to continue participating in the selection procedure in Part B.
  - c. In Part B, a Proponent may not substitute or delete any member of the Consultant Team identified in the Part A Technical Proposal without the consent of Canada.
  - d. Part B consists of an oral presentation to be delivered to the Part B Evaluation Board.
  - e. The information that Proponents are required to provide in Part B is set out in the SRE section of this RFP.

#### **4. Part B Presentation and Question Period: Evaluation and Rating**

- a. All presentations are reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the criteria, components and weight factors set out in this RFP. Upon completion of the evaluation, Part B Ratings are established.

#### **5. Total Technical Score**

- a. The Total Technical Score is calculated as the aggregate of:
  - i. the Part A Rating (based on Technical Proposal), and
  - ii. the Part B Rating (based on presentation and question period).
- b. The Proponent receiving the highest Total Technical Score will become the Highest Ranked Technical Proponent (HRTTP) and will be the first entity that the PWGSC Evaluation Board will recommend for Stage Two.
- c. Proponents that submit proposals for Stage One – Part A and Part B will only be notified of their Total Technical Score once the selection process is complete.

### **3.2 Stage Two: Project Review and Discussion**

After Stage One, if Canada decides to proceed with Stage Two, the HRTTP will receive a written invitation from the Contracting Authority to proceed to Stage Two, which involves discussions to refine the requirement in Stage Two, Step I, and the submission of a price proposal in Stage Two, Step II.

#### **1. Terms of Engagement for Stage Two**

- a. Prior to the commencement of Stage Two, the HRTTP must ensure their authorized representatives participating in Stage Two agree to the processes described herein, and must complete and submit Appendix F - Non-Disclosure Agreement (NDA) to the Contracting Authority signed by each authorized representative participating on their behalf.
- b. Canada will not reimburse the HRTTP, any person or entity for any cost incurred in participating in Stage Two including but not limited to travel costs.
- c. The HRTTP must not reveal, discuss or disclose any information to the media regarding the procurement, except to confirm publicly available information. If the HRTTP receives a question from the media related to non-public information on the procurement, they must direct the media to contact the PWGSC Media Relations Office at 587-341-0456.
- d. Certifications – Compliance: The continuous compliance with the certifications provided by the HRTTP in its response to the RFP and the ongoing cooperation in providing associated information are conditions of maintaining HRTTP status. Certifications are subject to verification by Canada during the entire evaluation. If the HRTTP does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the HRTTP is untrue, whether made knowingly or unknowingly, Canada has the right to terminate the HRTTP's status, and proceed to the next highest technically rated Proponent.

## **2. Stage Two, Step I – Refine Requirements**

- a. Once the H RTP has been identified by Canada, if Canada decides to proceed with the next step, the H RTP will receive a written invitation from the Contracting Authority to enter into discussions to refine the Project Brief. Canada may discuss any aspect of the H RTP's Proposal including work plan, scheduling, and other project related issues. Canada may consider any aspect of the Proposal, including innovative ideas and alternative approaches, which may reduce initial or future costs related to the project. Other factors that can affect the design may also be identified.
- b. It is expected that Stage Two, Step I will conclude within 30 calendar days after receiving an invitation to participate in Stage Two, Step I. In the event Stage Two, Step I exceeds 30 calendar days, or any such period Canada deems reasonable, Canada, in its sole discretion may terminate said discussions and recommence Stage Two, Step I with the next highest technically rated Proponent. The initial H RTP's Proposal will be set aside receiving no further consideration. A Proponent invited to participate in Stage Two should, therefore, be prepared to provide requested information in a timely fashion and to conduct discussions expeditiously.
- c. These discussions shall not substantially alter the original scope of services as described in the Terms of Reference or affect the terms of the contract. The result of these discussions shall be incorporated in a "Record of Discussion" which will form part of the contract.
- d. If a final scope of services is agreed to and documented under the Record of Discussion, Canada and the H RTP will proceed to Stage Two, Step II for substantiation of the Price Proposal.
- e. Canada reserves the right to discuss price during Step I. Similarly, proceeding to Step II does not prevent Canada from further refining the scope of services.

## **3. Stage Two, Step II – Price Proposal**

- a. After the successful conclusion of Stage Two, Step I, the H RTP is to develop and submit a detailed Price Proposal to Canada within the timeframe specified in writing by the Contracting Authority. Failure to meet this deadline may result in the Proposal being declared non-responsive. The detailed Price Proposal shall include the completed Annex "C", a detailed explanation of fees and should include supporting documentation or justification to allow Canada to determine the fairness and reasonableness of the price proposal. Canada may, at its discretion, modify the contents of Annex "C" – Price Proposal Form to better reflect pricing requirements.
- b. It is expected that Stage Two, Step II will conclude within 30 days from the Step II initiation notice to the H RTP. In the event Stage Two, Step II exceeds 30 days, or any such period as Canada deems reasonable, Canada, in its sole discretion may terminate said discussions and recommence Stage Two with the next highest technically rated Proponent.
- c. By submitting their price proposal, the H RTP certifies that the price proposed:
  - i. is not in excess of the lowest price charged to anyone else, including the Proponent's most favoured customer, for the like quality and quantity of the goods, services or both;
  - ii. does not include an element of profit on the sale in excess of that normally obtained by the Proponent on the sale of goods, services or both of like quality and quantity; and
  - iii. does not include any provision for discounts to selling agents.
- d. Canada may request additional information and documentation to further justify the fees submitted in the detailed price proposal in accordance with one or more of the following price justifications:
  - i. A current published price list indicating the percentage discount available to Canada;
  - ii. A copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers;

- iii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; and
- iv. Any other supporting documentation as requested by Canada.
- e. In addition to seeking documentation from the H RTP as outlined above, Canada may consult a variety of industry guidelines as part of its assessment of the proposed fees.
- f. After receiving the detailed price proposal submitted in accordance with a., above, Canada may:
  - i. accept the price proposal as submitted; or
  - ii. enter into negotiations with respect to some or all aspects of the price proposal.
- g. When negotiating in accordance with Stage Two, Step II, f., Canada, at its sole discretion, will determine best value for Canada and may take into consideration all relevant factors relating to the project and services, including, but not limited to, the complexity of the work, the services requested, and the level of the expertise of the Consultant Team.
- h. The parties will have a binding Agreement on the terms and conditions specified in this solicitation, more specifically at PART 3, Terms, Conditions and Clauses, section 1. Agreement, when:
  - i. Canada confirms in writing acceptance of the price proposal as per f. i., above; or
  - ii. both parties confirm in writing acceptance of a price proposal revised through the negotiations contemplated at f. ii., above.

No legal relationship or obligation regarding the procurement of any services will be created between the H RTP and Canada by this procurement process until the written confirmation of the acceptance of the price proposal as per i. or ii., above, has been received.

- i. In addition to the time limits in (b) above, in the event that Canada, in its sole discretion, deems Stage Two with the H RTP to have failed, Canada will inform the H RTP in writing of all pending issues and disagreements, and provide them a final opportunity to respond in writing within a timeframe prescribed by Canada. If the response is not acceptable to Canada, in its sole discretion, Canada shall inform the H RTP in writing of termination of Stage Two and that their Proposal will receive no further consideration. Canada will then invite the next highest technically rated Proponent to participate in Stage Two defined above. Once Stage Two has commenced with the next ranked Proponent, Canada shall not reopen discussions with the previous H RTP.
- j. Without limiting Canada's rights set out in GI19 Acceptance of Proposal, at any time and in its sole discretion, Canada may choose to cancel the solicitation and not enter into a contract with any of the Proponents.

#### **4. Stage Two - Indigenous Benefit Plan**

- a. The area of this contract is in the Peace-Athabasca Delta (PAD), in and adjacent to Wood Buffalo National Park. The PAD is the homeland and traditional territory of the Mikisew Cree First Nation (MCFN), the Athabasca Chipewyan First Nation (ACFN) and the Fort Chipewyan Metis Association (FCMA) in northern Alberta.
- b. During Stage Two of the evaluation process, the H RTP must provide an Indigenous Benefit Plan (IBP) detailing how they will maximize, where possible, the economic benefits to these local Indigenous communities and should include the specific contracting/hiring mechanisms. Once completed, the IBP will be included in the awarded contract.
- c. The IBP shall highlight specific opportunities where the proponent will conduct Indigenous hiring, subcontracting and training through the required and optional services identified in the Terms of Reference and should represent what the proponent submitted in the Technical Proposal and presentation (SRE 3.2.8 and SRE 4.3.5).
- d. See Annex H, Indigenous Benefits for additional information.

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### 3.3 Notification

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

#### G14 Procurement Business Number

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFiZGlvdj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng), (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFiZGlvdj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng>).

#### G15 Responsive proposals

To be considered responsive, a Proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

#### G16 Completion of submission

The Proponent shall base their Proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

#### G17 Proposal price

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

#### G18 Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the Proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

#### G19 Limitation of submissions

1. A Proponent may not submit more than one Proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one Proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such Proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the

Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.

4. Notwithstanding subsection 3 above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its Consultant Team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

### **G110 Licensing requirements**

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a Proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

### **G111 Rejection of proposal**

1. Canada may reject a Proposal where any of the following circumstances is present:
  - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
  - c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada,
    - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

## **G112 Not applicable**

Not applicable

## **G113 Insurance requirements**

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

## **G114 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the Proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The Proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## **G115 Composition of Consultant Team**

By submitting a Proposal, the Proponent represents and warrants that the entities and persons proposed in the Proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

## **G116 Submission of proposal**

### **G116.1 Submission of proposal**

1. Canada requires that each Part A Technical Proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section G114.

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2. It is the Proponent's responsibility to:
  - a. submit a proposal, duly completed, **in the format requested**, on or before the closing date and time set;
  - b. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - c. provide a comprehensive and sufficiently detailed proposal for each phase that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. Proposals and supporting information may be submitted in either English or French.
4. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

## GI16.2 Transmission by epost Connect

### 1. epost Connect

- a. Proposals must be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_sen\\_d\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_sen_d_a)):

The only acceptable email address to use with epost Connect for responses to this bid solicitation issued by PWGSC regional offices is:

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in b., or to send proposals through an epost Connect message if the proponent is using its own licensing agreement for epost Connect.

- b. To submit a proposal using epost Connect service, the Proponent must either:
  - i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Proponent sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to

access and action the message within the epost Connect conversation. The Proponent will then be able to transmit its Proposal afterward at any time prior to the solicitation closing date and time.

- d. If the Proponent is using its own licensing agreement to send its Proposal, the Proponent must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For Proposals transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the Proposal including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete proposal;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the proposal;
  - v. failure of the Proponent to properly identify the proposal;
  - vi. illegibility of the proposal;
  - vii. security of proposal data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A Proposal transmitted by epost Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with section GI16.1.

#### **GI17 Late submissions**

1. PWGSC will delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in GI17.1.a. For proposals submitted electronically, the late proposal will be deleted. As an example, proposals submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.
  - a. A proposal delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC). The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.

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2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by PWGSC.

### **G118 Revision of Stage One, Part A Proposal**

A Proposal submitted may be amended by letter, facsimile or epost Connect provided the revision is received at the office designated for the receipt of Proposals, on or before the date and time set for the receipt of Proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original Proposal. The revision must also include the the Proponent's name, the solicitation number and description, and solicitation closing date and time.

### **G119 Acceptance of proposal**

1. Canada may accept any Proposal, or may reject any or all Proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.
5. Canada is under no obligation to proceed to Stage Two.

### **G120 Legal capacity**

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a Proposal as a joint venture.

### **G121 Debriefing**

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

### **G122 Financial capability**

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
        - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
          - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
          - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
        - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
        - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
        - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
        - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
      2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
      3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
      4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
        - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
        - b. the Proponent authorizes the use of the information for this requirement.It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
      5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
      6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the

information in a confidential manner as permitted by the *Access to Information Act*, (<https://laws-lois.justice.gc.ca/eng/acts/A-1/>), R.S., 1985, c. A-1, section 20(1) (b) and (c).

7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favor of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

### **GI23 Performance evaluation**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html>) SELECT - Consultant Performance Evaluation Report, is used to record the performance.

### **GI24 Proposal costs**

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

### **GI25 Conflict of interest—unfair advantage**

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

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### **GI26 Limitation of liability**

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### **GI27 Code of Conduct for Procurement—proposal**

The *Code of Conduct for Procurement*, (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

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### PART 3 - TERMS, CONDITIONS AND CLAUSES

#### AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;  
the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2018-06-21	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1250D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

- (b) Terms of Reference;  
(c) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";  
(d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;  
(e) Record of Discussion;  
(f) the Proposal, the Declaration/Certifications Form and the Price Proposal Form.

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2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following 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) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
  - (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (c) this Agreement clause;
  - (d) Supplementary Conditions;
  - (e) General Terms, Conditions and Clauses;
  - (f) Agreement Particulars;
  - (g) Record of Discussion;
  - (h) Terms of Reference;
  - (i) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
  - (j) the Proposal.

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#### **PART 4 - SUPPLEMENTARY CONDITIONS (SC)**

##### **SC1 SECURITY REQUIREMENT**

There is no security requirement applicable to this Agreement.

##### **SC2 ABORIGINAL BUSINESS CERTIFICATION**

The Consultant warrants that any Annex G - PSAB Certification submitted with its bid is accurate and complete, and undertakes to respect the undertakings it contains. Failure to do so may, among other recourses, result in the Consultant being found in default.

##### **SC3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT**

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

##### **SC4 DURATION OF THE CONTRACT**

The Consultant must perform and complete the services described in the project statement by **March 31, 2023**.

##### **SC5 OPTIONAL SERVICES**

The Consultant grants to Canada the option to acquire the Optional Services described in the Terms of Reference under the same conditions and at the rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time by sending a written notice to the Consultant.

Canada reserves the right to contract for the Optional Services or part thereof, through either negotiation with the Consultant under the present Contract or to contract separately with other firms/Consultants.

##### **SC6 PRICE CERTIFICATION**

The Consultant certifies that the price proposed:

- i. is not in excess of the lowest price charged to anyone else, including the Proponent's most favoured customer, for the like quality and quantity of the goods, services or both;
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Proponent on the sale of goods, services or both of like quality and quantity; and
- iii. does not include any provision for discounts to selling agents.

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## **SC7 DISCRETIONARY AUDIT**

The Consultant's certification that the price or rate is not in excess of the lowest price or rate charged to anyone else, including the Consultant's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Consultant.

If the audit demonstrates that the certification is in error after payment is made to the Consultant, the Consultant must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Consultant pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Consultant agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

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## **PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

### **SRE 1 GENERAL INFORMATION**

#### **1.1 Reference to the Selection Procedure**

An 'Overview of the selection procedure' can be found in General instructions 3 (GI3), Overview of the selection procedure.

#### **1.2 Calculation of Total Technical Score**

For this project, only proponents meeting the mandatory requirements identified in SRE 4 will be invited to Stage One – Part B. Only Proponents who are invited to Stage One – Part B will receive a Total Technical Score, which will be established as follows:

Part A (Technical Proposal) Rating	=	Max Score 160pts
<u>Part B (presentation) Rating (invited proponents only)</u>	=	<u>Max Score 130pts</u>
Total Technical Score	=	Max Score 290pts

### **SRE 2 PROPOSAL REQUIREMENTS**

#### **2.1 Proposal via Epost Connect service**

Proponents are required to use the epost Connect service provided by Canada Post Corporation to transmit their Proposal electronically. Canada requests that the Proponent submits its proposal in accordance with section GI16, Submission of proposal, of the General Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Faxed and hard copy (submitted in person or via mail/courier) proposals will not be accepted.

Canada requests that the proposal be gathered in one separate electronic document (attachment) as follows:

Section I: Technical Proposal;

The electronic attachment should be labelled with the name of the section (Technical Proposal) and the Solicitation Number.

#### **2.2 Requirement for Proposal Format**

The following proposal format information should be implemented when preparing the Stage One - Part A proposal:

- Paper (or page) size should be 216mm x 279mm (8.5" x 11")
- Minimum font size: 11-point Times or equal
- Minimum margins: 12 mm left, right, top, and bottom
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts, etc., will be counted as two pages
- The order of the proposals should follow the order established in the Request for Proposal SRE

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### **2.3 Stage One, Part A Specific Requirements for Proposal Format**

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification (Annex A)
- Declaration/Certifications Form (Annex B)
- Integrity Provisions – Required Documentation

***Consequence of non-compliance: any pages which extend beyond the above page limitation will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.***

## **SRE 3 STAGE ONE, PART A SUBMISSION REQUIREMENTS AND EVALUATION**

### **3.1 MANDATORY REQUIREMENTS**

Failure to meet the mandatory requirements will render the Proposal as non-responsive and no further evaluation will be carried out.

#### **3.1.1 Licensing, Certification or Authorization**

The proponent shall be a **Civil Engineering Firm** licensed (or eligible to be licensed, certified or otherwise authorized) to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Alberta.

#### **3.1.2 Consultant Team Identification**

The Consultant Team to be identified at Stage One, Part A must include the following:

**Proponent** (prime consultant) - Civil Engineer

**Key Sub-consultants / Specialists** - Hydrotechnical Design Team, Impact Assessment Team, Water Control Structure Design Team (civil engineer) and Indigenous Knowledge Design Lead.

If the Proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, Key Personnel to be assigned to the project. For the Prime Consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions 9 (GI9), Limitation of Submissions).

Proponents will be required to carry over the Consultant Team identified in Stage One, Part A to Stage One, Part B.

An example of an acceptable format (typical) for submission of the team identification information is provided in Annex A.

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### 3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- Annex B, Declaration/Certifications Form as required

### 3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions 1 (GI1), Integrity Provisions – Proposal, **section 3a**.

## 3.2 RATED REQUIREMENTS IN STAGE ONE - PART A

The evaluation criteria for the Stage One - Part A technical proposal addresses the previous achievements and experiences of the proposed Consultant Team and provides an opportunity for the proponent to demonstrate an understanding of the project requirements. The Stage One - Part A proposal provides the opportunity for proponents to present their past work in the context of the proposed project. It is at this time that interested firms submit to PWGSC a history of their accomplishments in order to establish the capabilities of their teams and lead designers as well as other key team members.

### 3.2.1 Achievements of Proponent on Projects

Describe the Proponent's accomplishments, achievements and experience as Prime Consultant on projects.

Select a **maximum** of 2 projects undertaken within the last 5 years. Joint venture submissions are not to exceed the maximum number of projects. Only the first 2 projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- clearly indicate how these projects are comparable/relevant to the requested project
- highlight Indigenous community engagement and incorporation of Indigenous knowledge into the design
- brief project description and intent. Narratives should include a discussion of design philosophy/approach to meet the intent, design challenges and resolutions
- client references - name, email and phone of client contact at working level - references may be checked
- names of Key Personnel responsible for project delivery
- awards received

The Proponent (as defined in General Instructions 2 (GI2), Definitions) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.

Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

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### 3.2.2 Achievements of Hydrotechnical Design Team on Projects

Describe the accomplishments, achievements and experience either as Prime Consultant or in a sub-consultant capacity on projects with significant components related to hydrotechnical design. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of 3 projects undertaken within the last 7 years. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

#### Information that should be supplied:

- clearly indicate how these projects are comparable/relevant to the requested project.
- project description and intent. Narratives should include a discussion of design philosophy/approach to meet the intent, design challenges and resolutions
- client references - name, email and phone of client contact at working level - references may be checked
- names of Key Personnel responsible for project delivery

All individuals who worked on the past projects identified in this section, who will be also be present on the Hydrotechnical Design Team for the requested project, must be clearly identified. At least one individual from each past project must be on the Hydrotechnical Design Team for the requested project. Information must include names as well as roles on the past projects.

### 3.2.3 Achievements of Impact Assessment Team on Projects

Describe the accomplishments, achievements and experience either as Prime Consultant or in a sub-consultant capacity on projects with significant components related to impact assessment. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of 3 projects undertaken within the last 7 years. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

#### Information that should be supplied:

- clearly indicate how these projects are comparable/relevant to the requested project; highlighting experience working with IAAC, preparing Initial Project Descriptions, and following requirements of the 2019 Impact Assessment Act, as well as experience directly working and collaborating with Indigenous Communities on culturally relevant approaches, and the social science and Indigenous methodologies to support this
- project description and intent. Narratives should include a discussion of design philosophy/approach to meet the intent, design challenges and resolutions
- client references - name, email and phone of client contact at working level - references may be checked
- names of Key Personnel responsible for project delivery

All individuals who worked on the past projects identified in this section, who will be also be present on the Impact Assessment Team for the requested project, must be clearly identified. At least one individual from each past project must be on the Impact Assessment Team for the requested project. Information must include names as well as roles on the past projects.

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### 3.2.4 Achievements of Water Control Structures Design Team on Projects

Describe the accomplishments, achievements and experience either as Prime Consultant or in a sub-consultant capacity on projects with significant components related to water control structures design. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of 3 projects undertaken within the last 7 years. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

#### Information that should be supplied:

- clearly indicate how these projects are comparable/relevant to the requested project
- project description and intent. Narratives should include a discussion of design philosophy/approach to meet the intent, design challenges and resolutions
- client references - name, email and phone of client contact at working level - references may be checked
- names of Key Personnel responsible for project delivery

All individuals who worked on the past projects identified in this section, who will be also be present on the Water Control Structures Design Team for the requested project, must be clearly identified. At least one individual from each past project must be on the Water Control Structures Design Team for the requested project. Information must include names as well as roles on the past projects.

### 3.2.5 Achievements of Key Personnel on Projects

Describe the experience and performance of Key Personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. Past experience working on projects with extensive Indigenous engagement will be considered an asset.

#### **Key Personnel to be evaluated under this section include:**

1. Project Manager
2. Indigenous Knowledge Design Lead

#### Information that should be supplied for each key personnel:

- professional accreditation
- accomplishments/achievements/awards
- relevant experience, expertise, number of years experience
- role, responsibility and degree of involvement of individual in past projects

### 3.2.6 Understanding of the Project

The Proponent should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.

#### Information that should be supplied:

- The Proponent shall strive to demonstrate an understanding of the interrelated requirements between all design disciplines
- Project functional and technical requirements
- Significant issues, challenges and constraints
- Project schedule and cost
- Risk management elements

### 3.2.7 Design Philosophy / Approach / Methodology

The Proponent should elaborate on aspects of the project considered to be a major challenge which will illustrate design philosophy / approach / methodology. This is the opportunity for the Proponent to state the overall design philosophy of the team as well as their approach of resolving design issues and in particular to focus on the unique aspects of the current project.

Information that should be supplied:

- Impact Assessment Philosophy / Approach / Methodology
- Hydrotechnical Design Philosophy / Approach / Methodology
- Water Control Structure Design Philosophy / Approach / Methodology
- Indigenous Knowledge Design Philosophy / Approach / Methodology

Describe the major challenges and how your teams approach will be applied to those particular challenges.

### 3.2.8 Indigenous Benefits

The area of the contract is in the Peace-Athabasca Delta (PAD), in and adjacent to Wood Buffalo National Park. The PAD is the homeland and traditional territory of the Mikisew Cree First Nation (MCFN), the Athabasca Chipewyan First Nation (ACFN) and the Fort Chipewyan Metis Association (FCMA) in northern Alberta.

Information that should be supplied:

- The Proponent must indicate how they will maximize the economic benefits to these local Indigenous communities through the project design and construction phases. The discussion shall include the approach/methodology as well as specific contracting/hiring mechanisms.
- The Proponent shall highlight specific opportunities where the proponent will maximize Indigenous hiring, subcontracting and training through the required and optional services identified in the Terms of Reference.

**See Annex H, Indigenous Benefits for additional information.**

### 3.3 EVALUATION AND RATING

The technical proposal will be evaluated at the Stage One, Part A submission stage and the scores for this evaluation will be carried over to Stage One, Part B.

Stage One, Part A technical proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following:

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Achievements of Proponent on Projects	1.0	0 – 10	0 - 10
3.2.2 Achievements of Hydrotechnical Design Team on Projects	2.0	0 – 10	0 - 20
3.2.3 Achievements of Impact Assessment Team on Projects	2.0	0 – 10	0 - 20
3.2.4. Achievements of Water Control Structures Design Team on Projects	2.0	0 – 10	0 - 20

3.2.5(1) Achievements of Key Personnel on Projects: Project Manager	1.0	0 – 10	0 - 10
3.2.5(2) Achievements of Key Personnel on Projects: Indigenous Knowledge Design Lead	2.0	0 – 10	0 - 20
3.2.6 Understanding of the Project	1.5	0 – 10	0 – 15
3.2.7 Design Philosophy / Approach / Methodology	2.5	0 - 10	0 – 25
3.2.8 Indigenous Benefits	2.0	0 - 10	0 – 20
Stage One, Part A Rating	16.0		0 - 160

The Stage One, Part A Rating which is assigned to each responsive Proposal in accordance with the procedure outlined in the General Instructions to Proponents is the total weighted rating assigned to the Stage One, Part A Technical Proposal in accordance with the above table. The Stage One, Part A Rating is recorded for subsequent inclusion as a percentage of the Total Technical Score to be established following the evaluation and rating of Stage One, Part B presentations.

To be considered further Proponents must achieve a minimum of 60% of the available points for each evaluated criterion.

#### Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 points	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses

	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

#### **SRE 4 STAGE ONE, PART B PRESENTATION REQUIREMENTS AND EVALUATION**

##### **4.1 MANDATORY REQUIREMENTS**

Only those submissions from proponents that have met the following requirements will be evaluated and rated by a PWGSC Evaluation Board:

- 4.1.1 Having submitted a responsive Technical Proposal and received a minimum of 60% of the available points for each evaluated criterion of Stage One, Part A.
- 4.1.2 Identified as one of the 3 highest ranking proponents evaluated at Stage One, Part A. Only the 3 highest ranked proponents meeting the requirement of 4.1.1 above will move on to Stage One, Part B.

##### **4.2 STAGE ONE, PART B PRESENTATION REQUIREMENTS**

Proponents participating in Stage One, Part B will perform a live feed video conference presentation to the evaluation board.

- 4.2.1 The proponent must be prepared to present two weeks following notice of successful advancement to Stage One, Part B.

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- 4.2.2 The Proponent must submit, by e-mail, the presentation slide deck in PowerPoint file format to the Contracting Authority no later than 24 hours prior to the scheduled presentation.
- 4.2.3 The Proponent's representative, along with members of the Proponent's team identified as having a key role on the hydrotechnical design team, the impact assessment team or water control structures design team, or identified as the project manager or Indigenous knowledge design lead, will be permitted to participate in delivery of the presentation.
- 4.2.4 There is no limit to how many individuals may participate in the Part B presentation. Mandatory participants include the Proponent's representative, the proposed project manager, hydrotechnical design lead, impact assessment lead, water control structures design lead, and Indigenous knowledge design lead.
- 4.2.5 The Proponent will be allotted a total of 1.5hrs for combined presentation (45mins) and question and answer period (45mins). No additional time will be permitted.
- 4.2.6 The presentation format will be video conference, hosted by the Proponent.
- 4.2.7 The question and answer period will consist of pre-prepared questions which will be the same for all proponents participating in Stage 1, Part B. The Proponents will not receive the pre-prepared questions in advance.
- 4.2.8 Information communicated by the Proponent through the presentation as well as question and answer period will be evaluated against the Stage 1, Part B rated requirements.

### **4.3 RATED REQUIREMENTS**

The following requirements will be evaluated and rated by a PWGSC Evaluation Board.

#### **4.3.1 Hydrotechnical Design**

The Proponent must demonstrate understanding of project requirements as it relates to hydrotechnical design. The Proponent must elaborate on the hydrotechnical design approach/strategy, considerations, as well as highlight any opportunities.

The Proponent must be able to demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product. The Proponent should elaborate on aspects of the project considered to be a major challenge and how the Proponent will approach those particular challenges.

#### **4.3.2 Impact Assessment**

The Proponent must demonstrate understanding of project requirements as it relates to impact assessment. The Proponent must elaborate on the impact assessment approach and discuss considerations related to directly working and collaborating with Indigenous Communities using culturally relevant approaches.

The Proponent must be able to demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product. The Proponent should elaborate on aspects of the project considered to be a major challenge and how the Proponent will approach those particular challenges.

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### 4.3.3 Water Control Structure Design

The Proponent must demonstrate understanding of project requirements as it relates to water control structure design.

The Proponent must be able to demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product. The Proponent should elaborate on aspects of the project considered to be a major challenge and how the Proponent will approach those particular challenges.

### 4.3.4 Incorporation of Indigenous Knowledge

The Proponent must demonstrate understanding of project requirements as it relates to incorporation of Indigenous knowledge through all project stages.

The Proponent must be able to demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product. The Proponent should elaborate on aspects of the project considered to be a major challenge and how the Proponent will approach those particular challenges.

### 4.3.5 Indigenous Benefits

The Proponent must demonstrate understanding of project requirements as it relates to the maximization of economic benefits to the local Indigenous communities through the project work.

The Proponent must indicate how they will maximize the economic benefits to these local Indigenous communities through the project design and construction phases. The discussion shall include the approach/methodology as well as specific contracting/hiring mechanisms.

The Proponent shall highlight specific opportunities where the Proponent will conduct Indigenous hiring, subcontracting and training through the required and optional services identified in the Terms of Reference.

## 4.4 EVALUATION AND RATING

### 4.4.1 Technical Rating

Stage One, Part B presentations will be delivered to, and evaluated and rated by a PWGSC Evaluation Board. The technical components will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
4.3.1 Hydrotechnical Design	2.0	0 - 10	0 - 20
4.3.2 Impact Assessment	2.0	0 - 10	0 - 20
4.3.3 Water Control Structure Design	2.0	0 - 10	0 - 20
4.3.4 Incorporation of Indigenous Knowledge	4.0	0 - 10	0 - 40
4.3.5 Indigenous Benefits	3.0	0 - 10	0 - 30
Stage One, Part B Technical Rating	13.0		0 - 130

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### Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table found in the above section 3.3 Evaluation and Rating.

#### 4.4.2 Total Technical Score

The Stage One, Part A and Stage One, Part B Technical Ratings will be combined to establish a Total Technical Score as described in SRE 1.2. The Highest Ranked Technical Proponent is the Proponent with the highest Total Technical Score.

In the event two or more proponents receive the same Total Technical Score, for the purposes of determining the Highest Ranked Technical Proponent, the proponent with the highest rating in Stage One, Part B will be deemed to have the highest technical score.

### SRE 5 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in General instructions 16 (G16), Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

#### STAGE ONE, PART A:

- Team Identification - see typical format in Annex A
- Declaration/Certifications Form - completed and signed - form provided in Annex B
- Front page of RFP
- Front page(s) of any solicitation amendment
- Proposal  
For epost Connect Proposal: one (1) electronic document (Technical Proposal) attached to the message
- Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions 1 (G1), Integrity Provisions – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions 1 (G1), Integrity Provisions – Proposal, **section 3b**.

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## **PART 6 - AGREEMENT PARTICULARS**

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

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### ANNEX A - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

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

#### I. Prime Consultant (Proponent - Civil Engineering Firm):

Firm or Joint Venture Name:


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

#### II. Key Sub-consultants / Specialists:

##### Hydrotechnical Design Team

Firm Name


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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### Impact Assessment Team

Firm Name


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

### Water Control Structure Design Team

Firm Name


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

### Indigenous Knowledge Design Lead

Firm Name


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Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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### ANNEX B - DECLARATION/CERTIFICATIONS FORM

<b>Project Title:</b>	
<b>Name of Proponent:</b>	<b>Street Address:</b>
<b>Telephone number:</b>	<b>Mailing Address:</b>
<b>Fax number:</b>	
<b>Proponent's Proposed Site or premises Requiring Safeguard Measures:</b>  <i>Street number / name</i> <i>Unit/Suite/Apartment number</i> <i>City, Province / Territory</i> <i>Postal Code</i>	<b>Not Applicable</b>
<b>Email Address:</b>	
<b>Procurement Business Number:</b>	

<b>Type of Organizations:</b>	<input type="checkbox"/> Sole Proprietorship	<b>Size of Organization:</b>	Number of Employees _____
	<input type="checkbox"/> Partnership		Graduate Architects / Professional Engineers _____
	<input type="checkbox"/> Corporation		Other Professionals _____
	<input type="checkbox"/> Joint Venture		Other _____

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### Federal Contractors Program for Employment Equity - Certification

I, *the Proponent*, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive or constitute a default under the contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YY/MM/DD) (If left blank, the date will be deemed to be the bid closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a [federally regulated employer](#) being subject to [the \*Employment Equity Act\*](#).
- A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Proponent has a combined work force in Canada of 100 or more employees; and

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

**OR**

- A5.2. The Proponent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

**OR**

- B2. The Proponent is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions)

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### Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents 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 proposals is completed, Canada will inform the Proponent 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 proposal non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

Yes |  No

If so, the Proponent 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, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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### **Work Force Adjustment Directive**

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?  Yes |  No

If so, the Proponent 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.

### **Aboriginal Business**

For Bidders to be considered an Aboriginal Business for evaluation purposes under this solicitation process, Bidders must submit a completed Annex G – PSAB Certification with their bid.

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**Name of Proponent:** \_\_\_\_\_

**DECLARATION:**

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge. If any Proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:

\_\_\_\_\_  
Name

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Annex "B" should be completed and submitted with the Stage One proposal, but may be submitted afterwards as follows: if Annex "B" is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a timeframe within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the timeframe provided will render the proposal non-responsive.

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### ANNEX C - PRICE PROPOSAL FORM

#### INSTRUCTIONS:

- To be populated by Highest Ranked Technical Proponent as part of Stage Two, Step II. Price Proposals are not to include Applicable Taxes.
- **Note:** Canada may, at its discretion, modify the contents of Annex "C" – Price Proposal Form, to better reflect pricing requirements.
- PROPONENTS SHALL NOT ALTER THIS FORM

Project Title: \_\_\_\_\_

Name of Proponent: \_\_\_\_\_

\_\_\_\_\_

The following will NOT form part of the STAGE ONE evaluation process:

\_\_\_\_\_

#### 1. REQUIRED SERVICES

Time Based Fees R1230D (2018-06-21)

[GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

- Refer to Annex C - Appendix 1 for Pricing Tables.

TOTAL TIME BASED FEE FOR REQUIRED SERVICES \$ \_\_\_\_\_

#### 2. OPTIONAL SERVICES

Time Based Fees R1230D (2018-06-21)

[GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

- Refer to Annex C - Appendix 1 for Pricing Tables.

TOTAL TIME BASED FEE FOR OPTIONAL SERVICES \$ \_\_\_\_\_

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Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

### 3. DISBURSEMENTS

**At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause R1230D (2018-06-21), GC 5 - Terms of Payment – Architectural and/or Engineering Services, section GC5.12 Disbursements.**

**Note:** All project related travel will be treated as disbursements and will be reimbursed in accordance with the current National Joint Council (NJC) Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>); and require prior approval and authorization of the Department Representative. All sub-consultant costs will be treated as disbursements.

- Refer to Annex C - Appendix 1 for Pricing Tables.

#### REQUIRED SERVICES

MAXIMUM ALLOWED FOR DISBURSEMENT                    \$ \_\_\_\_\_

#### OPTIONAL SERVICES

MAXIMUM ALLOWED FOR DISBURSEMENT                    \$ \_\_\_\_\_

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**THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS**

<b>Principals</b>		
	<b>Name(s)</b>	<b>Hourly rate</b>
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
X		\$.....

<b>Staff</b>		
	<b>Name(s)</b>	<b>Hourly rate</b>
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
6		\$.....
7		\$.....
8		\$.....
9		\$.....
10		\$.....
11		\$.....
12		\$.....
13		\$.....
14		\$.....
15		\$.....

**END OF PRICE PROPOSAL FOR**

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**ANNEX C - APPENDIX 1 - PRICING TABLES**

**REQUIRED SERVICES**

Services		Hourly Rate	Employee 1	Employee 2	:	fee subtotal	Disbursement 1	Disbursement 2	:	Disbursement subtotal	Sub-consultant 1	Sub-consultant 2	:	Sub-consultant subtotal	Total
		\$/hr	(name and position)	(name and position)			\$/hr	\$/hr							
<b>Required Services (list all applicable subtasks)</b>															
<b>RS1</b>	<b>Pre-design</b>														
	1.1 subtask 1														
	1.2 subtask 2														
	1.3 subtask 3														
<b>RS2</b>	<b>Dog Camp - Conceptual Design</b>														
	2.1 subtask 1														
	2.2 subtask 2														
	2.3 subtask 3														



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**OPTIONAL SERVICES**

Services		Hourly Rate	Employee 1	Employee 2	:	fee subtotal	Disbursement 1	Disbursement 2	:	Disbursement subtotal	Sub-consultant 1	Sub-consultant 2	:	Sub-consultant subtotal	Total
		\$/hr	(name and position)	(name and position)											
<b>Services (list all applicable subtasks)</b>															
<b>OS1</b>	<b>Dog Camp Detailed Design</b>														
1.1	subtask 1														
1.2	subtask 2														
1.3	subtask 3														
<b>OS2</b>	<b>Regulatory Approvals</b>														
2.1	subtask 1														
2.2	subtask 2														
2.3	subtask 3														
<b>OS3</b>	<b>Big Egg Tendering Services</b>														
3.1	subtask 1														
3.2	subtask 2														
3.3	subtask 3														



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## **ANNEX D - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**

- SEE ATTACHED

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## **ANNEX E - TERMS OF REFERENCE**

- SEE ATTACHED

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## ANNEX F – NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### BETWEEN:

#### HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Minister of Public Works and Government Services Canada  
("PWGSC")

- and -

**(Insert Proponent Name)**, [a company incorporated under the laws of \_\_\_\_\_, having its  
head office at \_\_\_\_\_] ("**Insert Proponent Name**")

### WHEREAS:

- A. The Parties wish to enter into a free and open dialogue regarding the Engineering and Environmental Consultant Services - Water Control Structures in the Peace-Athabasca Delta - Qualification Based Selection Process Request for Proposal (hereinafter the "**Project**");
- B. Each Party has Confidential Information that it is willing to share with the other Party for the purposes of the Project;
- C. Each Party wishes to preserve the confidentiality of its Confidential Information because of the commercial worth attributed by each Party to its Confidential Information; and
- D. The Parties wish to set out in this Agreement their rights and obligations with respect to the disclosure and use of their Confidential Information;

**NOW THEREFORE IN CONSIDERATION** of the mutual terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

- a) **“Agreement”** means this agreement between PWGSC and **(Insert Proponent Name)** respecting the Project, as the same may be amended from time to time.
- b) **“Confidential Information”** means without limitation, all scientific, technical, business, financial, legal, marketing or strategic information and data
- i. that is non-public, protected, confidential, privileged or proprietary in nature;
  - ii. that may have actual or potential economic value, in part, from not being known;
  - iii. however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives);
  - iv. disclosed during discussions, telephone calls, meetings, tests, demonstrations, correspondence or otherwise;
  - v. that is consistently treated as confidential; or any part or portion thereof, related to the Project pursuant to this Agreement, whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.
- c) **“Party”** means either PWGSC or **(Insert Proponent Name)** individually, and **“Parties”** means both PWGSC and **(Insert Proponent Name)** collectively.
- d) **“Permitted Representatives”** means, for PWGSC, government officials, employees and agents from any organization of the federal public administration, including, for greater certainty, departments and central agencies, Crown corporations, as well as any contractors, representatives or advisors retained by any portion thereof; and for **(Insert Proponent Name)**, directors, employees, authorized representatives or advisors.

## 2. CONFIDENTIALITY

- a) Obligation of Confidentiality – Confidential Information disclosed by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) under this Agreement shall:
- i. be held in confidence by the Receiving Party;
  - ii. be used by the Receiving Party exclusively for the Project and for no other purpose whatsoever;
  - iii. be safeguarded by the Receiving Party using all reasonable measures and taking such action as may be appropriate to prevent the unauthorized access, use or disclosure of the Confidential Information;
  - iv. not be disclosed to third parties, except Permitted Representatives (and each Permitted Representative of **(Insert Proponent Name)** is required to agree in writing to be bound by the terms of this Agreement) of the Receiving Party and then only for the Project; and

- v. not be disclosed unless required by law.
- b) No Waiver of Privilege – Each Party acknowledges that the Confidential Information of the Disclosing Party is the property of the Disclosing Party or a third party and that neither the Disclosing Party nor the third party intends to, or does, waive any rights, title or privilege it may have in respect of any of the Confidential Information.
- c) Confidentiality Exclusions - The obligations imposed by Article 2 (Confidentiality) do not apply to information:
- i. In the Public Domain – the information is now or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public without breach of this Agreement;
  - ii. Already Known to the Receiving Party - the information was already in the possession of the Receiving Party at the time of disclosure and was not acquired by the Receiving Party, directly or indirectly, from the Disclosing Party (as evidenced by documentation sufficient to establish the timing of such possession);
  - iii. Disclosed by a Third Party - the information becomes available from a third party who has a lawful and legitimate right to disclose the information to others;
  - iv. Independently Developed - the information was independently developed by the Receiving Party without any of the Confidential Information being reviewed or accessed by the receiving Party (as evidenced by documentation sufficient to establish the timing of such development);
  - v. Required to be Disclosed Pursuant to a Judicial, Administrative or Parliamentary Order - the information was released pursuant to a compulsory order under a judicial process or under a compulsory regulatory requirement, or Parliamentary Order. The Parties agree to provide written notice of such orders as soon as reasonably possible;
  - vi. Required to be Disclosed by Law – nothing in this Agreement shall be interpreted so as to preclude **(Insert Proponent Name)** from disclosing information that **(Insert Proponent Name)** may be required or ordered to disclose under the federal *Access to Information Act* or otherwise, pursuant to any applicable federal laws;
  - vii. Required to be Disclosed to the Auditor General of Canada - nothing in this Agreement shall be interpreted so as to preclude **(Insert Proponent Name)** from disclosing information that **(Insert Proponent Name)** may be obligated to disclose to the Auditor General of Canada;
  - viii. To which the Disclosing Party Consents to be Released – the information may be released if the Disclosing Party agrees in writing to the release of the information by the Receiving Party.
- d) Confidential Information may only be reproduced as necessarily required to carry out the Project, or with written permission from the Disclosing Party.

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### 3. EFFECTIVE DATE AND DURATION

This Agreement shall come into force and effect on the date of last signature (the "Effective Date"). The Confidential Information shall be held confidential for a term of 1 year from the Effective Date of this Agreement, notwithstanding termination of the Agreement.

### 4. EXECUTION / SIGNATURES

**IN WITNESS WHEREOF** this Agreement has been executed by duly authorized representatives of the Parties.

**HER MAJESTY THE QUEEN**

**IN RIGHT OF CANADA, as represented by**

***the Minister of Public Works and Government Services Canada***

By: \_\_\_\_\_

\_\_\_\_\_

[Name of official]

Date

[Title]

**FOR (Insert Proponent Name):**

By: \_\_\_\_\_

\_\_\_\_\_

[Name of official]

Date

[Title]

I have authority to bind the [corporation, etc.]

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## ANNEX G - PSAB CERTIFICATION

### REQUIREMENTS FOR THE PROGRAM STRATEGY FOR ABORIGINAL BUSINESS

For additional information, visit:

- sections 9.4 and 9.40 of the Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9>),
- Policy Notice 1996-2 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13706>), and
- Policy Notice 1997-6 ([https://www.tbs-sct.gc.ca/Pubs\\_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi](https://www.tbs-sct.gc.ca/Pubs_pol/dcgpubs/ContPolNotices/97-6-eng.asp#defi))

1 By submitting this certification a Bidder certifies that the statements contained in this certification are accurate and complete.

1.1 The Bidder must check the applicable box below:

- i.  The Bidder is an Aboriginal Business, which is a band, a sole proprietorship, a limited company, a co-operative, a partnership or a not-for-profit organization in which Aboriginal Persons have at least 51 percent ownership and control.

Excerpt from Policy Notice 1996-2 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13706>): “**Aboriginal Person** means, for the purpose of this policy, an Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada”

**OR**

- ii.  The Bidder is an Aboriginal Business, which is a joint venture consisting of two or more Aboriginal businesses.

**OR**

- iii.  The Bidder is an Aboriginal Business, which is a joint venture between (an) Aboriginal business(es) and a non-Aboriginal business, provided that the Aboriginal business(es) has(have) at least 51 percent ownership and control of the joint venture.

1.2 The Bidder must check the applicable box below:

- i.  The Bidder has fewer than six full-time employees.

**OR**

- ii.  The Bidder has six or more full-time employees and at least 33 percent of those fulltime employees are Aboriginal Persons as defined above.

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- 1.3** The Bidder undertakes to continue to meet the two above requirements (articles 1.1 and 1.2) throughout the duration of the resulting contract.
- 1.4** The Bidder undertakes that at least 33 percent of the value of the work under the contact will be performed by Aboriginal Businesses (Value of the work = total value of the contract less any materials directly purchased by the contractor for the performance of the contract).
- 1.4.1** The Bidder undertakes that, if applicable given article 1.4, the subcontractor(s) it engages to perform work under the resulting Contract will satisfy the two above requirements (articles 1.1 and 1.2) throughout the duration of their work on the Contract and will collaborate with the auditing provisions (articles 1.5 and 2.).
- 1.5** The Bidder agrees to provide Canada, for itself and for its subcontractors, the evidence required to support compliance with the above requirements. The Bidder also agrees to comply with auditing provisions. (See the General Conditions for additional details, including the 6 years period.)

## 2. Owner/ Employee Certification – Aboriginal Person

If requested by the Contracting Authority, the Contractor must provide, or make available for auditing, the following certification completed by each owner and employee who is an Aboriginal Person:

### Aboriginal Person certification

I am \_\_\_\_\_ (*insert "an owner" or "a **full-time** employee", or both*) of \_\_\_\_\_ (*insert the business' name*), and I am an Indian, Métis or Inuit person who is a Canadian citizen and resident in Canada.

I certify that the above statement is true and I grant Canada access to do this certification without need for me to be further notified.

\_\_\_\_\_  
Name in print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (DD/MM/YY)

## **ANNEX H - INDIGENOUS BENEFITS**

- The area of this contract is in the Peace-Athabasca Delta (PAD), in and adjacent to Wood Buffalo National Park. The PAD is the homeland and traditional territory of the Mikisew Cree First Nation (MCFN), the Athabasca Chipewyan First Nation (ACFN) and the Fort Chipewyan Metis Association (FCMA) in northern Alberta.
- During Stage Two of the evaluation process, the H RTP must provide an Indigenous Benefit Plan (IBP) detailing how they will maximize, where possible, the economic benefits to these local Indigenous communities and should include the specific contracting/hiring mechanisms. Once completed, the IBP will be included in the awarded contract under this annex.
- The IBP shall highlight specific opportunities where the proponent will conduct Indigenous hiring, subcontracting and training through the required and optional services identified in the Terms of Reference and should represent what the proponent submitted in the Technical Proposal and presentation (SRE 3.2.8 and SRE 4.3.5).
- The Consultant must strive to ensure proportional benefits amongst all three local Indigenous communities (ACFN, MCFN and FCMA).
- It is expected that updates on the IBP will be provided by the consultant at the scheduled monthly project progress meetings. Separate IBP progress meetings will be scheduled on a quarterly basis.

### **1. INDIGENOUS BENEFIT PLAN**

Below are examples of what a bidder may include in their IBP. Note, this is not an exhaustive list. Bidders are responsible for providing sufficient detail to support the plan outlined and should reflect what was submitted in their technical proposal.

- **HIRING**

1. Details on the strategies to be used for the recruitment/hiring of Indigenous persons.
2. How will the employment of Indigenous persons be managed.
3. Details on the work to be carried out for the positions to be filled by an Indigenous person.
4. Names of individuals or companies contacted and the nature of the undertakings.
5. Strategies for retention of Indigenous persons for long-term projects.

- **SUBCONTRACTING**

1. Details on the strategies to be used for hiring Indigenous businesses.
2. How employment of Indigenous businesses will be managed.
3. The type of work to be carried out by Indigenous businesses.
4. Names of companies contacted and the natures of the undertakings.
5. List of specific Indigenous businesses that will be subcontractors/suppliers.

- **TRAINING**

1. Details on the type of training being offered and how it is relevant to the procurement.
2. Identify the skills the training will develop.
3. The number of Indigenous persons to be trained.
4. Anticipated duration of training.



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**TABLE 3 – Indigenous Training**

<b>Position / Title and Indigenous Community source (i.e. ACFN, MCFN, FCMA) (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Number of Indigenous persons trained</b>	<b>Indigenous Training Hours</b>
Total Indigenous Training Hours:			

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

Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: <https://www.isc-sac.gc.ca/eng/1100100033057/1610797769658>; and/or
- Supplier Registration Information: <https://sriclient.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.40 Procurement Strategy for Aboriginal Business; and or
- Any other mechanism Canada deems appropriate to confirm verification.

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### **3. REPORTING**

- a. Reports 1, 2 and 3 (if applicable) must be submitted with each monthly claim for Progress Payment.
- b. Cumulative data to be integrated in each report (i.e., if Reporting starts in January, the January report will only include January data; the February report will include the cumulative total of January and February data; the March report will include the cumulative total of January and February data; etc.
- c. Any questions regarding completion of the Status Reports are to be directed to the Contracting Authority.

#### **Report 1 – Cumulative Indigenous Hiring Report:**

Reporting Period (as at date): \_\_\_\_\_

Total Number of Indigenous Employee Hours: \_\_\_\_\_

Total Pay Earned by Indigenous Employees: \_\_\_\_\_

<b>Name &amp; Position Title</b>	<b>Indigenous Community source (i.e. ACFN, MCFN, FCMA)</b>	<b>Hours Worked</b>	<b>Pay Earned</b>

#### **Report 2 – Cumulative Sub-Contracting Report**

Reporting Period (as at date): \_\_\_\_\_

Total Number of Indigenous Subcontractors: \_\_\_\_\_

Total value earned by Indigenous Subcontractors: \_\_\_\_\_

<b>Indigenous Business Name</b>	<b>Indigenous Community source (i.e. ACFN, MCFN, FCMA)</b>	<b>Description of Work</b>	<b>Value of Subcontract or Supplies / Services</b>

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**Report 3 – Cumulative Training Report**

Reporting Period (as at date): \_\_\_\_\_

Total Number of Indigenous persons trained: \_\_\_\_\_

Total number Indigenous training hours: \_\_\_\_\_

Name & Position Title	Indigenous Community source (i.e. ACFN, MCFN, FCMA)	Type of Training	Indigenous Training Hours