



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Bid Fax: 1-855-983-1808
 Bid E-mail Address:
soumissionsami-bidsrpc@pc.gc.ca

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

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Comments:

Issuing Office:

Parks Canada Agency
 National Contracting Services
 Calgary, AB

| | |
|--|----------------------------------|
| Title: Asset Condition and Maintenance Assessments – Parks Canada Agency | |
| Solicitation No.: 5P468-21-0218/A | Date: February 2, 2022 |
| Client Reference No.: N/A | |
| GETS Reference No.: PW-22-00984407 | |

| | |
|---|--------------------------|
| Solicitation Closes: At: 14:00 On: March 1, 2022 | Time Zone: MST |
|---|--------------------------|

| | |
|--|-----------------------------------|
| F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> | |
| Address Enquiries to: Rebecca Chen | |
| Telephone No.: 587-439-3529 | Fax No.: 1-855-983-1808 |
| Email Address: Rebecca.chen@pc.gc.ca | |
| Destination of Goods, Services, and Construction: See Herein | |

TO BE COMPLETED BY THE BIDDER

| | |
|---|-----------------|
| Vendor/ Firm Name: | |
| Address: | |
| Telephone No.: | Fax No.: |
| Name of person authorized to sign on behalf of the Vendor/ Firm (type or print): | |
| Signature: | Date: |

IMPORTANT NOTICE TO BIDDERS

COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

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

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

The only acceptable email address for responses to the bid solicitation soumissionsami-bidsrpc@pc.gc.ca . Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsami-bidsrpc@pc.gc.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-855-983-1808.

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

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

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

Direct Deposit

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

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

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 – INFORMATION AND INSTRUCTIONS..... | 5 |
| 1.1. COVID-19 VACCINATION REQUIREMENT..... | 5 |
| 1.2. SECURITY REQUIREMENTS..... | 5 |
| 1.3. STATEMENT OF WORK..... | 5 |
| 1.4. DEBRIEFINGS | 5 |
| PART 2 – BIDDER INSTRUCTIONS | 6 |
| 2.1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 6 |
| 2.2. SUBMISSION OF BIDS..... | 6 |
| 2.3. ENQUIRIES – BID SOLICITATION..... | 6 |
| 2.4. APPLICABLE LAWS..... | 7 |
| 2.5. BID CHALLENGE AND RECOURSE MECHANISMS..... | 7 |
| PART 3 – BID PREPARATION INSTRUCTIONS..... | 8 |
| 3.1. BID PREPARATION INSTRUCTIONS..... | 8 |
| PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION..... | 9 |
| 4.1. EVALUATION PROCEDURES..... | 9 |
| 4.2. BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT (60%) AND PRICE (40%). | 9 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 11 |
| 5.1. CERTIFICATIONS REQUIRED WITH THE BID..... | 11 |
| 5.2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION..... | 11 |
| PART 6 – RESULTING CONTRACT CLAUSES | 13 |
| 6.1. COVID-19 VACCINATION REQUIREMENT..... | 13 |
| 6.2. SECURITY REQUIREMENTS..... | 13 |
| 6.3. STATEMENT OF WORK..... | 13 |
| 6.4. STANDARD CLAUSES AND CONDITIONS | 13 |
| 6.5. TERM OF CONTRACT | 13 |
| 6.6. AUTHORITIES..... | 13 |
| 6.7. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 15 |
| 6.8. PAYMENT | 15 |
| 6.9. INVOICING INSTRUCTIONS – PROGRESS PAYMENT CLAIM – SUPPORTING DOCUMENTATION REQUIRED | 17 |
| 6.10. CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 17 |
| 6.11. APPLICABLE LAWS..... | 17 |
| 6.12. PRIORITY OF DOCUMENTS | 17 |
| 6.13. SACC MANUAL CLAUSES..... | 18 |
| 6.14. INSURANCE REQUIREMENTS..... | 18 |
| 6.15. INSPECTION AND ACCEPTANCE | 18 |
| ANNEX A..... | 19 |
| STATEMENT OF WORK..... | 19 |
| ANNEX B..... | 20 |
| BASIS OF PAYMENT..... | 20 |
| ANNEX C..... | 22 |

| | |
|--|-----------|
| ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)..... | 22 |
| ANNEX D TO PART 4 OF THE BID SOLICITATION | 24 |
| TECHNICAL EVALUATION..... | 24 |
| ANNEX E TO PART 5 OF THE BID SOLICITATION..... | 33 |
| COVID-19 VACCINATION REQUIREMENT CERTIFICATION | 33 |
| ANNEX F TO PART 5 OF THE BID SOLICITATION..... | 35 |
| LIST OF NAMES FOR INTEGRITY VERIFICATION FORM..... | 35 |
| ANNEX G TO PART 5 OF THE BID SOLICITATION..... | 37 |
| FORMER PUBLIC SERVANT | 37 |
| ANNEX H TO PART 5 OF THE BID SOLICITATION | 39 |
| FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION..... | 39 |
| APPENDIX 1 TO ANNEX D – TECHNICAL EVALUATION..... | 41 |
| TEAM IDENTIFICATION FORMAT..... | 41 |

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

PART 1 – INFORMATION AND INSTRUCTIONS

1.1. COVID-19 Vaccination Requirement

This requirement is subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as required precedent to contract award will render the bid non-responsive.

1.2. Security Requirements

1.2.1. There is no security requirement associated with the bid solicitation.

1.3. Statement of Work

The Work to be performed is detailed under Article 6.3 of the resulting contract clauses.

1.4. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

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

The only acceptable facsimile for responses to bid solicitations is 1-855-983-1808

The only acceptable email address for responses to bid solicitations is soumissionsami-bidsrpc@pc.gc.ca

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

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

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

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

3.1.1. Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex D to Part 4 of the Bid Solicitation**.

4.1.1.2. Point Rated Technical Criteria

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

4.1.2. Financial Evaluation

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

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

4.2.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 80 points.

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

4.2.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

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

4.2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| Overall Technical Score | | 115/135 | 89/135 | 92/135 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 3rd | 2nd |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. COVID-19 Vaccination Requirement and Certification

In accordance with the *COVID-19 Vaccination Policy for Supplier Personnel*, the Bidder must provide the COVID-19 Vaccination Requirement Certification at **Annex E to Part 5 of the Bid Solicitation** prior to contract award, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

5.2.2. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. Former Public Servant

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

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

5.2.4. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

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

The Bidder must provide the information requested at **Annex H to Part 5 of the Bid Solicitation** prior to contract award. If the Bidder is a Joint Venture, the Bidder must provide the information requested for each member of the Joint Venture.

5.2.5. Additional Certifications Precedent to Contract Award

5.2.5.1. Status and Availability of Resources

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

5.2.5.2. Education and Experience

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

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. COVID-19 Vaccination Requirement

The *COVID-19 Vaccination Policy for Supplier Personnel* is applicable to the Contract.

6.2. Security Requirements

6.2.1. There is no security requirement applicable to the Contract.

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

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

6.4.1. General Conditions

[2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

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

6.4.2. Supplemental General Conditions

6.4.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.5. Term of Contract

6.5.1. Period of the Contract

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

6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Rebecca Chen
Advisor

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Calgary, AB

Telephone: 587-439-3529
Facsimile: 1-855-983-1808
E-mail address: rebecca.chen@pc.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

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

6.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

to be completed by the Bidder

| | | |
|--|---------------------------------|-------------------------|
| Representative's Name: | | |
| Representative's Title: | | |
| Legal Vendor/ Firm Name: | | |
| Operating Vendor/ Firm Name (if different than above): | | |
| Physical Address: | | |
| City: | Province/ Territory: | Postal Code: |
| Telephone: | | Facsimile: |
| Email Address: | | |

**Procurement Business Number (PBN) or
Goods and Services Tax (GST) Number:**

6.7. Proactive Disclosure of Contracts with Former Public Servants

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

6.8. Payment

6.8.1. Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex B** for a cost of \$ _____ ***to be inserted at contract award***. Customs duties are included and Applicable Taxes are extra.

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

6.8.2. Travel and Living Expenses – National Joint Travel Directive

6.8.2.1. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

6.8.2.2. All travel must have the prior authorization of the Project Authority.

6.8.2.3. All payments are subject to government audit.

6.8.2.4. Estimated Cost: \$ _____ ***to be inserted at contract award***

6.8.3. Limitation of Expenditure

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

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

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.8.4. Milestone Payments – Not Subject to Holdback

6.8.4.1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.8.5. Schedule of Milestones

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

| Milestone No. | Description | Estimated Price | Due On or Before |
|---------------|---|---|-------------------|
| 01 | Upon submission and acceptance of the project plan, schedule and asset assessment framework as described in Annex A – Statement of Work | 100% of firm price for WP1 & WP2 | March 21, 2022 |
| 02 | Upon completion and acceptance of asset assessments, with provision of preliminary asset assessment reports and maintenance schedules as described in Annex A – Statement of Work | 100% of firm price for WP3 & WP4 + approved travel costs in accordance with Annex B – Basis of Payment | May 31, 2022 |
| 03 | Upon submission and acceptance of the asset category review and portfolio analysis as described in Annex A – Statement of Work | 100% of firm price for WP5 | August 10, 2022 |
| 04 | Upon submission and acceptance of the draft summary report as described in Annex A – Statement of Work | 50% of firm price for WP6 & WP7 | October 31, 2022 |
| 05 | Upon submission and acceptance of the final summary report as described in Annex A – Statement of Work | 50% of firm price for WP6 & WP7 | December 15, 2022 |

6.9. Invoicing Instructions – Progress Payment Claim – Supporting Documentation required

6.9.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each invoice must show:

- a. a list of all expenses;
- b. the description and value of the milestone claimed as detailed in the Contract.

Each invoice must be supported by:

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

6.9.2. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.9.3. The Contractor must not submit invoices until all work identified in the invoice is completed.

6.10. Certifications and Additional Information

6.10.1. Compliance

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

6.10.2. Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor 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 Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.11. Applicable Laws

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

6.12. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions [2010B](#) (2021-12-02), General Conditions – Professional Services (Medium Complexity);

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (f) The Contractor's bid dated ***** to be inserted at contract award *****.

6.13. SACC Manual Clauses

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

6.14. Insurance Requirements

SACC *Manual* clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.15. Inspection and Acceptance

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

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

ANNEX A

STATEMENT OF WORK

The Statement of Work is included under separate attachment
Annex A – Statement of Work-21-0218.pdf
Annex A, Appendix 1 – Asset Categories.pdf
Annex A, Appendix 2 – Asset Assessment Detail.pdf
Annex A, Appendix 3 – Asset List.pdf

ANNEX B

BASIS OF PAYMENT

****To be completed by the Bidder****

Financial Bid Submission Requirements

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

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A and Table B.

1. Firm Price - Contract

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

| Item No. | Description | Firm Price |
|----------|---|------------|
| 1.1 | WP1: Project Initiation and Literature Review WP2: Asset Assessment Framework | \$ |
| 1.2 | WP3: Asset Assessments, Analysis and Reporting WP4: Maintenance Schedule | \$ |
| 1.3 | WP5: Data Consolidation and Analysis | \$ |
| 1.4 | WP6: Review of PCA Asset Management Methodologies WP7: Reporting and Recommendations | \$ |
| A | Total Firm Price (excluding applicable tax) | \$ |

2. Estimated Travel and Living Expenses – National Joint Council Travel Directive

For the travel requirement as described in Annex A – Statement of work section 3.6.2:

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

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

| | | |
|----------|---|----|
| B | ESTIMATED TRAVEL AND LIVING EXPENSES (excluding applicable tax) | \$ |
|----------|---|----|

3. Estimated Total Combined Evaluated Bid Price

The total evaluated bid price is the sum of Tables A through B.

| | |
|--|----|
| ESTIMATED TOTAL COMBINED EVALUATED BID PRICE (A + B) (excluding applicable tax) | \$ |
|--|----|

Notes:

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

ANNEX C

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

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

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

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

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

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

| |
|-------------------------|
| Location of Work |
|-------------------------|

| |
|--|
| General Description of Work to be Completed |
|--|

Mark “Yes” where applicable.

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

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

Name: _____

Signature: _____

Date: _____

ANNEX D TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

2. Mandatory Technical Criteria

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

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

| Item No. | Evaluation Criteria | Met / Not Met | | Remarks / Notes |
|----------|--|---|----------------------------------|-----------------|
| | | **To Be Completed by Evaluation Team** | | |
| 2.1 | <p>The Proponent must identify the name and discipline(s) of the Proponent firm, key Sub-Consultant firms, key Specialists and key personnel to be assigned to the project, along with their licensing and/or professional affiliation(s). Each Level of Authority identified in the Scope of Work (Annex A) must be provided with at least one member of the Proponent's team.</p> <ul style="list-style-type: none"> a) Building Envelope Architect or Engineer b) Mechanical or Electrical Engineer, including climate change mitigation c) Civil Engineer d) Structural Engineer, specializing in bridges and marine structures e) Landscape Architect f) Cost Estimator g) Code Review Subject Matter Expert (building code, fire code, occupational health and safety, electrical | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |

| | | | | |
|-----|--|------------------------------|----------------------------------|--|
| | code, accessibility) h) Climate Change Subject Matter Expert An example of an acceptable format for submission of the team identification information is provided in Appendix 1, attached. | | | |
| 2.2 | The Proponent team must include at least one Project Executive with overall responsibility, on behalf of the Supplier, for all obligations under this Contract | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.3 | The Proponent team must include at least one Senior Manager with a minimum of 5 years' experience managing multi-disciplinary teams responsible for the delivery of the services identified in the Scope of Work (Annex A). | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.4 | The Proponent team must include at least one Project Manager with a minimum of 5 years' experience delivering of infrastructure management and/or assessments projects. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.5 | The Proponent team must include a Discipline Lead for each Required Discipline identified in the Scope of Work (Annex A) with a minimum 5 years experience (in the last 8 years) and be licensed to provide the necessary professional services identified in the Scope of Work (Annex A). | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.6 | The Proponent must have expertise and a minimum 5 years (in the last 8 years) relevant experience in conducting assessments and developing maintenance plans for built assets in all of the built asset categories identified in the Scope of Work (Annex A, Appendices 1 and 3). | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.7 | Proponents must provide <u>two (2) projects</u> undertaken within the last five (5) years. Submissions from joint ventures must identify proponent as the prime contractor on the contract. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |
| 2.8 | Proponents must provide a project schedule, risk identification and impact assessment, and risk mitigation plan including identification of all assumptions. | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |

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

3. Point Rated Technical Criteria

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

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

Each point rated technical evaluation criterion has a weight that reflects its importance in the proposal submission. The degree to which the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to 10 as outlined under the 4. Generic Evaluation Criteria, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion. This score will then be multiplied by the weight indicated for that point rated evaluation criterion. Evaluation board members will individually evaluate the technical bid(s) and will rate each criterion using the Generic Evaluation Criteria. The evaluation board will then reach consensus on a final evaluated score for the technical bid(s). When reaching consensus on a final evaluated score for the technical bid(s), the evaluation board may award an odd number of points.

| Item No. | Past Achievements on Projects | Weight | Points Awarded <i>**To Be Completed by Evaluation Team**</i> |
|----------|---|--------|---|
| 3.1.1 | <p>Bid demonstrates the proponent's accomplishments, achievements and experience on similar projects. Parks Canada will evaluate only the first two (2) projects in order of appearance in the Bidders proposal.</p> <p>Each project submitted should include:</p> <ul style="list-style-type: none"> (a) An explanation on how each listed past project is comparable/ relevant to the requested project; (b) A brief description and intent of each project including a discussion of approach to meet the project objectives, deliverables, challenges and timelines; (c) Past innovative and creative solutions offered and resulting impacts; (d) An explanation of any variance in budget between the contract price and final cost, and how the variance was managed; (e) An explanation of any variance in project schedule control and management between the initial schedule and final completion date, and how the variance was managed; | 1.0 | <p>/10 x 1.0 = /10</p> |

| | | | |
|--|--|--|--|
| | (f) Client references - provide the name, address, phone and email address of client contacts at a working level; and, (g) Names of key personnel responsible for project delivery. | | |
| 3.1.1 **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |

| Item No. | Qualifications and Past Achievements of Key Personnel on Projects | Weight | Points Awarded **To Be Completed by Evaluation Team** |
|--------------|--|------------|--|
| 3.1.2 | <p>Bid demonstrates the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments, and achievements.</p> <p>Information for key personnel should include:</p> <ul style="list-style-type: none"> (a) Brief CV's of a maximum of five (5) key project personnel of the consultant team who will be assigned to this project; (b) Expertise in the field of built asset management including asset management planning, asset valuation, asset performance measures and assessment, condition assessment, data collection and management, level of service assessment, financial forecasting and life-cycle analysis. (c) Professional accreditation, accomplishments, achievements, and awards; (d) Relevant experience, expertise, competence, and number of years of experience; (e) Role, responsibility and degree of involvement on past relevant projects; and | 1.0 | <p>/10 x 1.0 = /10</p> |

| | | | |
|--|---|--|--|
| | <p>The extent to which proposed members of the consultant team have successfully performed services for projects comparable to the subject project.</p> | | |
| <p>3.1.2 **To Be Completed by Evaluation Team**</p> | <p>Reference(s):</p> | | |
| | <p>Strengths:</p> | | |
| | <p>Weaknesses:</p> | | |

| Item No. | Approach and Understanding of the Project | Weight | Points Awarded **To Be Completed by Evaluation Team** |
|----------|---|--------|--|
| 3.1.3 | <p>Bid demonstrates understanding of the goals of the project, the asset data and analysis methodology, asset assessment and evaluation requirements, the constraints and the issues that will determine the end product.</p> <p>Bid elaborates on those aspects of the project considered being a major challenge to illustrate philosophy, approach and methodology. This is the opportunity to state the overall philosophy of the team as well as its approach for resolving issues and, in particular, to focus on the unique aspects of the current project.</p> <p>Information related to the understanding of the project should include:</p> <ul style="list-style-type: none"> (a) Data evaluation, asset assessment and analysis requirements; (b) Significant issues, challenges and constraints; and, (c) Risk mitigation strategy and contingency plan(s) (such as cost planning and budgeting, resource management, work interruptions, etc...). <p>Information related to the philosophy, approach and methodology should include:</p> | 2.5 | <p>/10 x 2.5 = /25</p> |

| | | | |
|---|--|--|--|
| | <p>(a) Proposed methodology for carrying out the work;</p> <p>(b) Innovative solutions and/or options that improve upon the project efficiency and outcomes;</p> <p>(c) The major challenges and how the team approach will be applied to those particular challenges.</p> | | |
| 3.1.3 **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |

| Item No. | Scope of Services | Weight | Points Awarded **To Be Completed by Evaluation Team** |
|---|---|------------|---|
| 3.1.4 | <p>Bid demonstrates capability to perform the services and meet project challenges.</p> <p>Information related to the scope of services should include:</p> <p>(a) Scope of Services – detailed list of services that will likely be required on this project;</p> <p>(b) Work Plan – A detailed breakdown of work tasks and deliverables;</p> <p>(c) Project Schedule – proposed schedule, showing major milestones; and,</p> <p>(d) Resources – proposed allocation of resource to meet the proposed schedule and achieve required results.</p> | 2.0 | <p>/10 x 2.0 = /20</p> |
| 3.1.4 **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |

| | |
|--|--------------------|
| | Weaknesses: |
|--|--------------------|

| Item No. | Management of Services | Weight | Points Awarded <i>**To Be Completed by Evaluation Team**</i> |
|----------|---|--------|---|
| 3.1.5 | <p>Information related to the management of services should include:</p> <ul style="list-style-type: none"> (a) Project management approach to working with Parks Canada; (b) Understanding of Parks Canada and working with governments in general; (c) Consultant Team's management structure and organization. Provide organization charts to explain: <ul style="list-style-type: none"> i. The Team Structure including responsibilities and reporting relationships of the consultant, sub-consultants and specialists. If the Proponent proposes to provide multidisciplinary services which might otherwise be performed by a sub-consultant, this should be indicated here. Include Joint Venture business plan, if applicable; ii. The roles, responsibilities and assignments of project personnel on the project; and (d) The consultant team should include, as a minimum, the team identified earlier; (e) An action plan of the services with implementation strategies and sequence of main activities (work breakdown structure); (f) Quality control techniques; (g) Cost control techniques; (h) Risk management techniques ; (i) Quality assurance methodology that ensure consistency and quality across disciplines and between sub-consultants; and, | 1.5 | <p>/10 x 1.5 = /15</p> |

| | | | |
|--|--|--|--|
| | (j) Communication strategies including how the response time requirements will be met. | | |
| 3.1.5 **To Be Completed by Evaluation Team** | Reference(s): | | |
| | Strengths: | | |
| | Weaknesses: | | |

| | |
|--|-----------|
| Maximum Points Available for Point Rated Technical Criteria | 80 |
| Minimum Points Required for Point Rated Technical Criteria | 48 |

Bids that do not obtain the required minimum of 48 points overall for the point rated technical criteria will be given no further evaluation.

4. Generic Evaluation Criteria

Parks Canada Agency (PCA) Evaluation Board members will individually evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below.

| Non Responsive | Inadequate | Weak | Adequate | Fully Satisfactory | Strong |
|---|---|---|--|--|---|
| 0 Point | 2 Points | 4 Points | 6 Points | 8 Points | 10 Points |
| No information submitted | Lacks complete or almost complete understanding of the requirements | 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 | Proponent is qualified and experienced | No significant weaknesses | No apparent weaknesses |
| Sample projects not related to this requirement | Proponent lacks qualifications and experience | Proponent has an acceptable level of qualifications and experience | Sample projects generally related to this requirement | Proponent is highly qualified and experienced | Proponent is a leader in their field |
| Extremely poor, insufficient to meet performance requirements | Sample projects Are generally not related to this requirement | Sample projects generally related to this requirement | Satisfactory capability, should ensure effective results | Sample projects directly related to this requirement | Sample projects precisely related to this requirement |
| | Little capability to meet performance requirements | Acceptable capability, could ensure adequate results | | Superior capability, should ensure very effective results | Exceptionally capable, no doubt of efficacy |

ANNEX E TO PART 5 OF THE BID SOLICITATION

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

to be completed by the Bidder

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that

_____ (*name of business*) will provide on the resulting
Contract who access federal government workplaces where they may come into contact with public
servants will be:

(check the applicable option[s] below)

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

_____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

ANNEX F TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

to be completed by the Bidder

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

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

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

Supplier Information

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

List of Names

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |

Declaration

I, _____, **(name)**

_____, **(position)** of

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

Signature: _____

Date: _____

ANNEX G TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

to be completed by the Bidder

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

| |
|---|
| As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No () |
|---|

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

ANNEX H TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

to be completed by the Bidder

I, the Bidder, 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 bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid 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: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- | |
|--|
| <p>() A1. The Bidder certifies having no work force in Canada.</p> <p>() A2. The Bidder certifies being a public sector employer.</p> <p>() A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.</p> <p>() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.</p> <p>A5. The Bidder has a combined workforce in Canada of 100 or more employees; and</p> <p>() A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC – Labour.</p> <p>OR</p> <p>() A5.2 The Bidder 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.</p> |
|--|

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

APPENDIX 1 TO ANNEX D – TECHNICAL EVALUATION

TEAM IDENTIFICATION FORMAT

to be completed by the Bidder

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

1. Prime Consultant (Offeror):

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

2. Key Sub-Consultants / Specialists:

a) Building Envelope Architect or Engineer

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

b) Mechanical or Electrical Engineer, including climate change mitigation

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

c) Civil Engineer

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

d) Structural Engineer, specializing in bridges and marine structures

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

e) Landscape Architect

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

f) Cost Estimator

Firm Name:

Discipline(s) Provided :

Key Individuals and provincial/territorial professional licensing status:

g) Code Review Subject Matter Expert (building code, fire code, occupational health and safety, electrical code, accessibility)

Firm Name:

Discipline(s) Provided :

Solicitation No.:
5P468-21-0218/A

Amendment No.:
00

Contracting Authority:
Insert name

Ver.11.30.21

Client Reference No.:

Title:
Asset Condition and Maintenance Assessments – Parks Canada Agency

Key Individuals and provincial/territorial professional licensing status:

h) Climate Change Subject Matter Expert

Firm Name:

Discipline(s) Provided:

Key Individuals and provincial/territorial professional licensing status: