



**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> Tsut'ina Functional Program	
<b>Solicitation No. - N° de l'invitation</b> EP922-222503/A	<b>Date</b> 2022-05-25
<b>Client Reference No. - N° de référence du client</b> ISC EP922-222503	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWZ-014-11344	
<b>File No. - N° de dossier</b> PWZ-1-44080 (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 Daylight Saving Time CDT <b>on - le 2022-06-28</b> Heure Avancée du Centre HAC	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input 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> PWGSC / TPSGC PROPERTY FACILITIES MGNT / RPS GESTION IMMEUBLES & INSTALLATIONS 220 4 AVE SE ROOM 759 CALGARY Alberta T2G4X3 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>

## REQUEST FOR PROPOSAL (RFP)

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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 single phase selection process.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.
4. This bid solicitation allows and encourages proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposals electronically.

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

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 – Request for Proposal; 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) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
  - (f) the proposal, Declaration/Certifications Form and Price Proposal Form.

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

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the 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](mailto:Mike.Fagan@pwgsc-tpsgc.gc.ca) as early as possible. Enquiries should be received no later than **seven (7)** 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.

### **SI4 CANADA'S TRADE AGREEMENTS**

Not Applicable

### **SI5 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 part of the bid will render the bid non-responsive.

### **SI6 CERTIFICATIONS**

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

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/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](#)

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.

#### **3. COVID-19 Vaccination Requirement Certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## **SI7 FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS (PSIB)**

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

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

- bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements of this Request for Proposal, and
- bids from two (2) or more Indigenous 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.

Indigenous Businesses is here defined as an entity which has submitted with its bid a valid Appendix F – PSIB 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/corporate/portfolio/labour/programs/employment-equity/federal-contractors.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/>

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>

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CCC No./N° CCC - FMS No./N° VME  
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#### 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 – REQUEST FOR PROPOSAL

### 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 \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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 \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](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;
  - 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.

**"Key Personnel":**

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

**"Price Rating":**

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

**"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.

**"PWGSC Evaluation Board":**

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

**"Technical Rating":**

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

### **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 Appendix F – PSIB Certification, and
  - ii. such two (2) or more responsive PSBB Certified Indigenous 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 Indigenous Businesses will be deemed responsive. If either, or both, of those two conditions are not met, all responsive bids will remain responsive.

- (c) Once it's determined which bids are deemed responsive, the evaluation will proceed in accordance with the instructions of the RFP.

#### **G13.1 Proposal**

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
  - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
  - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
  - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
  - f. comply with all other requirements set out in the RFP.

### **G13.2 Proposal evaluation and rating**

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:
  - a. The lowest price proposal receives a Price Rating of 100.
  - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
  - c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.
  - d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.
6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

### **G13.3 Total score**

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - a. the Technical Score, and
  - b. the Price Score.
2. The Proponent receiving the highest Total Score is the first entity that the PWGSC Evaluation Board will recommend for the provision of the required services.

### **G13.4 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 \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJidGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJidGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&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 the 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 paragraph 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 proposal, at solicitation 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](#).
2. It is the Proponent's responsibility to:
  - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.

In the case of submission of a hard copy proposal, send its proposal only to:

***Bid Receiving PWGSC  
Room 310, 269 Main Street  
Winnipeg, Manitoba  
R3C 1B3***

In the case of submission by epost Connect, see instructions in G116.2.1 below.  
In the case of submission by Facsimile, see instructions in G116.2.2 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. Proposals and supporting information may be submitted in either English or French.
6. 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 or facsimile**

### **1. epost Connect**

- a. Proposals may 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\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_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](#).

## 2. Facsimile

- a. Proposals may be submitted by facsimile.

The only acceptable facsimile number for responses to bid solicitations issued by this PWGSC regional office is:

**Bid Fax: 1-418-566-6167**

- b. For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
- i. receipt of garbled, corrupted or incomplete proposal;
  - ii. availability or condition of the receiving facsimile equipment;
  - 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; or
  - vii. security of proposal data.
- c. A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).

## GI17 Late submissions

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in GI17.2. For late proposals submitted using means other than the Canada Post Corporation's epost Connect service, the physical proposal will be returned. 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.

2. 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) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed proposals.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the proposal was sent the day before the solicitation closing date.
  - b. 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.
3. 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.
4. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

**G118 Not applicable**

**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.

**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 in person.

## **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 \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](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 favour 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.

### **G123 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 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](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.

## **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 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](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.

## **GI28 Bid Challenge And Recourse Mechanisms**

- (a) Several mechanisms are available to potential Proponents to challenge aspects of the procurement process up to and including contract award.

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- (b) Canada encourages Proponents 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)
- (c) Proponents should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Proponents should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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
R1650D	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) the proposal, the Declaration/Certifications Form and the Price Proposal Form.

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;

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- (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) Terms of Reference;
- (h) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (i) Appendix F, PSIB Certification;
- (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 INDIGENOUS BUSINESS CERTIFICATION**

The Consultant warrants that any Appendix F - PSIB 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 DURATION OF THE CONTRACT**

The consultant must perform and complete the services described in the project statement by **September 30<sup>th</sup>, 2023**.

##### **SC4 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

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

## **PART 5 – SUBMISSION REQUIREMENTS AND EVALULATION (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 selection procedure.

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

For this project the Total Score will be established as follows:

Technical Rating x 90 %	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
<hr/> Total Score	=	<hr/> Max. 100 points

### **SRE 2 PROPOSAL REQUIREMENTS**

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

This bid solicitation allows and encourages proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposal electronically.

If the Proponent chooses to submit its proposal electronically through epost Connect service, 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.

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

**Section I:** Technical Proposal;

**Section II:** Price Proposal.

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

If the Proponent is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will take precedence over the wording of the other copies.

## 2.2 Proposal in Hard Copies

If the Proponent chooses to submit its proposal in hard copies, Canada requests that the Proponent submits its proposal in separately bound sections as follows:

**Section I:** Technical Proposal (submit one (1) bound original)

**Section II:** Price Proposal (submit one (1) bound original) in a separate sealed envelope.)

Double-sided submissions are preferred.

## 2.3 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

If the Proponent submits its proposal by facsimile, Canada requests that the following sections be clearly identified and separated in the proposal:

**Section I:** Technical Proposal

**Section II:** Price Proposal

## 2.4 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the 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 section

## 2.5 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 ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))

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

### **SRE 3 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 **Professional Architectural 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 must include the following:

Proponent (prime consultant) - **Professional Architectural Firm**  
Key Sub-consultants / Specialists - **Professional Interior Designer, Functional Programming Specialist, Project Manager, Indigenous Knowledge Design Lead, Furniture Inventory Specialist, and Cost Estimating Specialist.**

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](#)).

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

##### **3.1.3 Declaration/Certifications Form**

Proponents must complete, sign and submit the following:

- [Appendix 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 ([G1](#)), [Integrity Provisions – Proposal, section 3a](#).

## 3.2 RATED REQUIREMENTS

### 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 this project is comparable/relevant to the requested project
- highlight Indigenous community engagement and incorporation of Indigenous knowledge into the functional program
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions
- budget control and management - i.e. contract price & final construction cost - explain variation
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- client references - name, address, phone and fax 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.

### 3.2.2 Achievements of Key Sub-consultants and Specialists on Projects

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on projects. 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 2 projects undertaken within the last 5 years per key sub consultant or specialist. Only the first 2 projects listed in sequence (per key subconsultant or specialist) will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management
- project schedule control and management
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- awards received

### **3.2.3 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 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

### **3.2.4 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 functional and technical requirements
- Broader goals (federal image, sustainable development, sensitivities)
- The relationship between this commission and any earlier studies completed for PWGSC
- Significant issues, challenges and constraints
- Project schedule and cost. Review schedule and cost information and assess risk management elements that may affect the project
- The Client User's philosophies and values

### **3.2.5 Scope of Services:**

The proponent should demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

#### Information that should be supplied:

- Scope of Services - detailed list of services
- Work Plan - detailed breakdown of work tasks and deliverables
- Project schedule - proposed major milestone schedule
- Risk management strategy

### **3.2.6 Management of Services:**

The Proponent should describe how he /she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable
- What back-up will be committed
- Profiles of the key positions (specific assignments and responsibilities)
- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Reporting relationships
- Communication strategies
- Response time: demonstrate how the response time requirements will be met

### **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:

- Design Philosophy / Approach / Methodology
- Indigenous Knowledge Design Philosophy / Approach / Methodology
- Describe the major challenges and how your team approach will be applied to those particular challenges.

### **3.2.8 Indigenous Engagement**

The project will be carried out in the Tsuut'ina Nation, whose reserve borders the southwestern city limits of Calgary, Alberta, and spans a large area in southern Alberta (283 km<sup>2</sup>).

Information that should be supplied:

The Proponent must indicate how they will connect with local Indigenous communities with clear understandings and expectations, to foster an on-going mutually beneficial relationship between the community and the federal government.

This is an opportunity for the Proponent to state their proposed approach to engagement with local Indigenous communities, outlining how the team will:

- Create a plan to identify, learn about and engage with applicable nation(s) / communities with methodologies proven successful in past experience
- Create an engagement plan that includes identified goals, strategy and tracking of communications, successes and lessons learned
- Identify tactics to ensure meaningful engagement
- Nurture cultural exchange and support learning opportunities for the Indigenous community

### 3.3 EVALUATION AND RATING

Only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
3.2.1 Achievements of Proponent	1.0	0 - 10	0 - 10
3.2.2 Achievements of Key Sub-consultants / Specialists	1.0	0 - 10	0 - 10
3.2.3(1) Achievements of Key Personnel on Projects: Project Manager	1.0	0 - 10	0 - 10
3.2.3(2) Achievements of Key Personnel on Projects: Indigenous Knowledge Design Lead	1.5	0 - 10	0 - 15
3.2.4 Understanding of the Project	1.0	0 - 10	0 - 10
3.2.5 Scope of Services	1.0	0 - 10	0 - 10
3.2.6 Management of Services	1.0	0 - 10	0 - 10
3.2.7 Design Philosophy / Approach / Methodology	1.0	0 - 10	0 - 10
3.2.8 Indigenous Engagement	1.5	0 - 10	0 - 15
Technical Rating	10.0		0 - 100

#### 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 point	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 do 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

To be considered further, proponents **must** achieve a minimum Technical Rating of fifty (50) points out of the hundred (100) points available as specified above.

**No further consideration will be given to proponents not achieving the pass mark of fifty (50) points.**

#### **SRE 4 PRICE OF SERVICES**

All price proposals corresponding to responsive proposals which have achieved the pass mark of fifty (50) points will be considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

## SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

## SRE 6 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 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- Team Identification - see typical format in [Appendix A](#)
- Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- 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 \(GI1\)](#), [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 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3b**.
- Proposal
- Front page of RFP
- Front page(s) of any solicitation amendment
- Price Proposal Form completed and submitted in a separate section.

### For hard copy Proposal:

- Proposal - one (1) original
- Price Proposal Form – only one (1) Price proposal Form completed and submitted in a separate envelope

### For epost Connect Proposal:

- Proposal - one (1) electronic document attached to the message
- Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message

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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.

**APPENDIX 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 - Architect):**

**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:**

**a. Interior Designer**

**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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**b. Functional Programming Specialist**

**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

**c. Project Manager**

**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

**d. 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

**e. Furniture Inventory Specialist**

**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

**f. Cost Estimating Specialist**

**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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### APPENDIX 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>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

## 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.

**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.

**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

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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: \_\_\_\_\_

The above certifications should be completed and submitted with the proposal, but may be submitted afterwards as follows: if the above certifications are not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the above certifications within the time frame provided will render the proposal non-responsive.

### **Indigenous Business**

For Bidders to be considered an Indigenous Business for evaluation purposes under this solicitation process, Bidders must submit a completed Appendix F – PSIB Certification with their bid.

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### COVID-19 VACCINATION REQUIREMENT CERTIFICATION

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 this Contract who access federal government workplaces within  
Canada where they may come into contact with public servants will be:

- (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 mandatory vaccination requirements of the Mandatory 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: \_\_\_\_\_

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.

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## APPENDIX C - PRICE PROPOSAL FORM

### INSTRUCTIONS:

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

**Project Title:** **Functional Program - Indigenous Services Canada (ISC) and Indian Oil and Gas Canada (IOGC) - Tsuut-ina, AB**

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

The following will form part of the evaluation process

### REQUIRED SERVICES

**Fixed Fee** R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

	<b>SERVICES</b>	<b>FIXED FEE</b>
1.	Project Review and Acceptance	\$ _____
2.	Functional Program Service	\$ _____
3.	Office Furniture Support Service	\$ _____
	<b>TOTAL EVALUATED FIXED FEE FOR REQUIRED SERVICES</b>	<b>\$ _____</b>

- **Fixed fee includes all project related travel described in the Terms of Reference**

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**The following will NOT form part of the evaluation process**

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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.

**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:](#)**

Project related travel not described in the Terms of Reference	\$5000.00
<b>MAXIMUM AMOUNT FOR DISBURSEMENTS</b>	<b>\$5000.00</b>

National Joint Council (NJC) Travel Directive link: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

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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		\$.....

**END OF PRICE PROPOSAL FORM**

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**APPENDIX D - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**

***(SEE ATTACHED)***

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## **APPENDIX E - TERMS OF REFERENCE**

***(SEE ATTACHED)***

## APPENDIX F - PSIB CERTIFICATION

### REQUIREMENTS FOR THE PROGRAM STRATEGY FOR INDIGENOUS 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 Indigenous Business, which is a band, a sole proprietorship, a limited company, a co-operative, a partnership or a not-for-profit organization in which Indigenous 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 Indigenous Business, which is a joint venture consisting of two or more Indigenous businesses.

**OR**

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

**1.2** The Bidder undertakes to continue to meet the above requirements (articles 1.1) throughout the duration of the resulting contract.

**1.3** The Bidder undertakes that at least 33 percent of the value of the work under the contract will be performed by Indigenous Businesses (Value of the work = total value of the contract less any materials directly purchased by the contractor for the performance of the contract).

**1.3.1** The Bidder undertakes that, if applicable given article 1.3, the subcontractor(s) it engages to perform work under the resulting Contract will satisfy the two above requirements (articles 1.1) throughout the duration of their work on the Contract and will collaborate with the auditing provisions (articles 1.4 and 2.).

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**1.4** 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 – Indigenous 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 Indigenous Person:

### Indigenous **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)**