

RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: 1-855-983-1808

Bid E-mail Address:

soumissionsami-bidsrpc@pc.gc.ca

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

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

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Issuing Office:

Parks Canada Agency National Contracting Services Gatineau, Qc

Title: Nunavut Asset Condition Assessment 2023 – Real Property & Assets Directorate				
Solicitation No.: Date: 5P468-23-0055/B July 5th, 2023				
Client Reference No.: N/A				
GETS Reference No.: N/A				
Solicitation Closes: At: 2:00 PM On: August 1 st , 2023	Time Zone: EDT - HAE			

F.O.B.: Plant: □	Destination: ⊠	Other: □	
Address E Christine P	nquiries to: iché		
Telephone 873-355-88		Fax No.: 1-855-983-1808	
Email Add Christine.pi	ress: iche@pc.gc.ca		
Destinatio Nunavut	n of Goods, Serv	ices, and Construction:	

TO BE COMPLETED BY THE BIDDER

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



5P468-23-0055/B 000 Christine Piché

Client Reference No.: Title:

N/A Nunavut Asset Condition Assessment 2023 – Real Property & Assets Directorate

IMPORTANT NOTICE TO BIDDERS

REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 5P468-23-0055/A dated June 1st, 2023 with a closing date of June 29, 2023 at 2:00 PM EDT - HAE. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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

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

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

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

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

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

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

Comprehensive Land Claims Agreement(s)

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

Nunavut Land Claims Agreement

Direct Deposit

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

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

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

1.3. Comprehensive Land Claims Agreement(s)

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

• Nunavut Land Claims Agreement

1.4. Debriefings

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

1.5 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-Panama Free Trade Agreement (CPaFTA).

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PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2022-03-29), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

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

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

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

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

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

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

2.3. Enquiries - Bid Solicitation

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

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Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

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

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:

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

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

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. **Bid Preparation Instructions**

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

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

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

Section I: **Technical Bid**

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

Section II: **Financial Bid**

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

3.1.1 **Exchange Rate Fluctuation**

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

Section III: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

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

4.1.1.2. Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

Basis of Selection – Highest Combined Rating of Technical Merit (Technical 30% and IBP 35%) and Price (35%).

- **4.2.1** To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria;
 - (c) obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 80 points.

- **4.2.2** Bids not meeting (a) or (b) and (c) will be declared non-responsive.
- **4.2.3** The selection will be based on the highest responsive combined rating of the Inuit Benefits Plan (IBP) and technical merit and price. The ratio will be 65% for the technical merit (35% IBP and 30% for the technical evaluation.) and 35% for the price.
- **4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.
- **4.2.5** To establish the IBP score, the overall IBP score for each responsive bid will be determined as follows: total number of IBP points obtained / maximum number of IBP points available multiplied by the ratio of 35%

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4.2.6 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.

- **4.2.7** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- **4.2.8** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 65/35 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

Basis of Selection – Highest Combined Rating Technical Merit 65% (IBP 35% and technical 30%) and Price (35%)

		Bidder 1	Bidder 2	Bidder 3
Technical Mei	rit and IBP	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calaulatiana	Technical Merit Score	115/135 x 65 = 55.4	89/135 x 65 = 42.8	92/135 x 65 = 44.3
Calculations	Pricing Score	45/55 x 35 = 28.7	45/50 x 35 = 31.5	45/45 x 35 = 35
Combined Rating		84.1	74.3	79.3
Overall Rating		1st	3rd	2nd

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

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

5.2.2 Former Public Servant

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

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

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5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website.

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

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

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

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

5.2.4.2 Education and Experience

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

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Comprehensive Land Claims Agreement(s)

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

Nunavut Land Claims Agreement

6.3 Statement of Work

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

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

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

6.4.2 Supplemental General Conditions

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

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

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from the date of Contract to **March 4**th, **2024** inclusive.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

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Christine Piché Advisor Parks Canada Agency National Contracting Services Chief Financial Officer Directorate Gatineau, Qc

Telephone: 873-355-8841

E-mail address: Christine.piche@pc.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is:

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

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

6.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

6.7 Proactive Disclosure of Contracts with Former Public Servants

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

6.8 Payment

6.8.1 **Basis of Payment - Firm Price**

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

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

6.8.2 Travel and Living Expenses – National Joint Travel Directive

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

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

All payments are subject to government audit.

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

6.8.3 **Limitation of Expenditure**

- 6.8.3.1 Canada's total liability to the Contractor under the Contract must not exceed \$ (insert at time of contract award). Customs duties are included and Applicable Taxes are extra.
- **6.8.3.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - 2. four (4) months before the contract expiry date, or
 - 3. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.8.4 Milestone Payments - Not Subject to Holdback

- **6.8.4.1.** Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.8.5 Schedule of Milestones

- 1. The following locations and assessments as per Annex A Appendix 3 are required:
 - Nunavut 3
- 2. The following locations and code compliance inspections per Appendix 6 are required:
 - Nunavut 4

The Schedule of Milestones – required assessments and inspections, for which payments will be made in accordance with the Contract is as follow:

Milestone No.	Description	Estimated Price	Due On or Before
01	Upon submission and acceptance of the project plan, schedule and asset assessment framework as described in Annex A – Statement of Work	100% of Firm price for WP1 and WP2	Two (2) weeks after contract award
02	Upon completion and acceptance of asset assessments and inspections, with provision of preliminary asset assessment reports as described in Annex – Statement of Work	Paid monthly based on % of assets completed WP3	December 15, 2023
03	Maintenance schedules as described in Annex A – Statement of Work	Paid monthly based on % of assets completed WP4	February 5, 2024
04	Upon submission and acceptance of consolidated excel spreadsheet as described in Annex A – Statement of Work	100% of firm price for WP5	March 4, 2024

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6.9 Invoicing Instructions – Progress Payment Claim – Supporting Documentation required

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

Each invoice must show:

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

Each invoice must be supported by:

- a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.
- **6.9.2** Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
- **6.9.3** The Contractor must not submit invoices until all work identified in the invoice is completed.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

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

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

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);

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(c) Annex A, Statement of Work;

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

6.13 Insurance Requirements

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

6.14 Inspection and Acceptance

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

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ANNEX A

STATEMENT OF WORK

The Statement of Work is included under separate attachment

Annex A – Statement of Work

- i. Appendix 1 Built Asset Categories
- ii. Appendix 2 Asset Assessment Detail
- iii. Appendix 3 Asset Assessment List
- iv. Appendix 4 Recapitalization Management Process (RMP) Manual
- v. Appendix 5 Trails Condition Assessment Detail
- vi. Appendix 6 Code Inspection Location
- vii. Appendix 7 FPLS Nunavut

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

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

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

1 Required Assessments (RA) - Table A and B

1.1 Required Assessments - Firm Unit Price(s)

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

Table A1

Table A	<u> </u>		
Item No.	Description	Unit of Measurement	Firm Price Total
RA.1	WP1: Project Initiation and Review WP2: Asset Assessment Plan	Firm Lump Sum	\$
RA.2	WP3: Asset Assessments, Code Inspections and Reporting	Firm Lump Sum	\$
RA.3	WP4: Maintenance Schedule	Firm Lump Sum	\$
RA.4	WP5: Reporting and recommendations	Firm Lump Sum	\$
1.1		Total Firm Unit Price(s) (excluding applicable tax)	\$

1.2 Required Assessments and Inspections - Travel and Living Expenses – National Joint Council Travel Directive

For travel requirements, as described in Annex A – Statement of work, Appendix 3 – Inspection Lists

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Financial Expenditure Limitation for Travel and Living Expenses. These costs are payable in accordance with the National Joint Council (NJC) Travel Directive rates based on actuals incurred up to the Financial Limitation Established by your bid price. Your bid price is to include your cost for all anticipated mileage and or flights, living expenses needed to execute the required assessments.

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

The Limitation of Expenditure 6.7.3 will establish the cap for this contract and include the bid amounts for required and optional Travel and Living Expenses. Only if Parks Canada changes priorities, scope or adds additional constraints in a significant manner directly resulting in unforeseeable realized costs, will the financial limitation be subject to a negotiated increase.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Table B

Item No.	Description	Travel and Living Expenses
1	Travel and Living Expenses - Required Assessments and Inspections	\$
1.2	Total Travel and Living Expenses (excluding applicable tax)	\$

2 Total Combined Evaluated Bid Price

The total bid evaluated bid price for Region C – Nunavut is the sum of Table A Required Assessments and Inspections Firm Price and Table B, Required Assessments and Inspections Travel and Living Expenses.

(excluding applicable tax)

Notes:

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

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Address

Contact Information

ANNEX C

N/A

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

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

Parks Canada Responsible Authority/Project

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

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

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

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

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Mark "Yes" where applicable.

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

attest that my firm, employees and all sub-contractors will co document and the terms and conditions of the contract.
Name:
Signature:
Dato:

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ANNEX D TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

2. Mandatory Technical Criteria

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

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. At anytime in the bid evaluation stage should PCA officials identify any minor irregularities or omissions the Contract Authority may inform the bidder of a time frame within which to provide a clarification or missing information. Failure to comply with the request of the Contracting Authority within the time frame provided will render the bid non-responsive.

Note: Any dates provided must indicate months and years (e.g. November 2008 – July 2015)

Item No	. Evaluation Criteria	Mandatory
M1	The Proponent must identify the name and discipline(s) of the Proponent firm, key Sub-Consultant firms, key Specialists and key personnel to be assigned to the project, along with their licensing and/or professional affiliation(s). Each Level of Authority identified in the Scope of Work (Annex A) must be provided with at least one member of the Proponent's team. a) Building Envelope Architect or Engineer b) Mechanical or Electrical Engineer, including climate change mitigation c) Civil Engineer d) Cost Estimator e) Code Review Subject Matter Expert (building code, fire code, occupational health and safety, electrical code, accessibility) f) Code Inspector (Qualifications as per Appendix 7) g) Climate Change Subject Matter ExpertAn example of an acceptable format for submission of the team identification information is provided in Appendix 1 to Annex D – Technical Evaluation attached.	Met / Not Met

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M2	The Proponent team must include at least one Project Executive with overall responsibility, on behalf of the Supplier, for all obligations under this Contract	Met / Not Met
М3	The Proponent team must include at least one Senior Manager with a minimum of 5 years' experience managing multi-disciplinary teams responsible for the delivery of the services identified in the Scope of Work (Annex A).	Met / Not Met
M4	The Proponent team must include at least one Project Manager with a minimum of 5 years' experience delivering of infrastructure management and/or assessments projects.	Met / Not Met
М5	The Proponent team must include a Discipline Lead for each Required Discipline identified in the Scope of Work (Annex A) with a minimum 5 years experience (in the last 8 years) and be licensed to provide the necessary professional services identified in the Scope of Work (Annex A).	Met / Not Met
M6	The Proponent must have expertise and a minimum 5 years (in the last 8 years) relevant experience in conducting assessments and developing maintenance plans for built assets in all of the built asset categories identified in the Scope of Work (Annex A, Appendices 1 and 3).	Met / Not Met
M7	Proponents must provide a project schedule, risk identification and impact assessment, and risk mitigation plan including identification of all assumptions.	Met / Not Met

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

3. Point Rated Technical Criteria

Each Technical Bid which meets all the Mandatory Requirements specified above for this resource category, will be evaluated, and scored in accordance with the following evaluation criteria.

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

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

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

Item No.	Evaluation Criteria	Weight	Points Awarded
	Past Achievements on Projects	1.0	/10 x 1.0 =

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Item No.	Evaluation Criteria	Weight	Points Awarded
NO.	Bid demonstrates the proponent's accomplishments, achievements and experience on similar projects. Parks Canada will evaluate only the first two (2) projects in order of appearance in the Bidders proposal.		/10
	Each project submitted should include:		
	(a) An explanation on how each listed past project is comparable/ relevant to the requested project;		
	(b) A brief description and intent of each project including a discussion of approach to meet the project objectives, deliverables, challenges and timelines;		
	(c) Past innovative and creative solutions offered and resulting impacts;		
	(d) An explanation of any variance in budget between the contract price and final cost, and how the variance was managed;		
	(e) An explanation of any variance in project schedule control and management between the initial schedule and final completion date, and how the variance was managed;		
	(f) Client references - provide the name, address, phone and email address of client contacts at a working level; and,		
	(g) Names of key personnel responsible for project delivery.		
R3	Approach and Understanding of the Project		
	Bid demonstrates understanding of the goals of the project, the asset data and analysis methodology, asset assessment and evaluation requirements, the constraints and the issues that will determine the end product.		
	Bid elaborates on those aspects of the project considered being a major challenge to illustrate philosophy, approach and methodology. This is the opportunity to state the overall philosophy of the team as well as its approach for resolving issues and, in particular, to focus on the unique aspects of the current project.		
	Information related to the understanding of the project should include:		/10 x 2.5 =
	(a) Data evaluation, asset assessment and analysis requirements;	2.5	/25
	(b) Significant issues, challenges and constraints; and,		725
	(c) Risk mitigation strategy and contingency plan(s) (such as cost planning and budgeting, resource management, work interruptions, etc.).		
	Information related to the philosophy, approach and methodology should include:		
	(a) Proposed methodology for carrying out the work;		
	(b) Innovative solutions and/or options that improve upon the project efficiency and outcomes;		

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Item No.	Evaluation Criteria	Weight	Points Awarded
	(c) The major challenges and how the team approach will be applied to those particular challenges.		
R4	Scope of Services Bid demonstrates capability to perform the services and meet project challenges. Information related to the scope of services should include: (a) Scope of Services – detailed list of services that will likely be required on this project; (b) Work Plan – A detailed breakdown of work tasks and deliverables; (c) Project Schedule – proposed schedule, showing major milestones; and, (d) Resources – proposed allocation of resource to meet the proposed schedule and achieve required results.	2.0	/10 x 2.0 = /20
Ro	Management of Services Information related to the management of services should include: (a) Project management approach to working with Parks Canada; (b) Understanding of Parks Canada and working with governments in general; (c) Consultant Team's management structure and organization. Provide organization charts to explain: i. The Team Structure including responsibilities and reporting relationships of the consultant, sub-consultants and specialists. If the Proponent proposes to provide multidisciplinary services which might otherwise be performed by a sub-consultant, this should be indicated here. Include Joint Venture business plan, if applicable; ii. The roles, responsibilities and assignments of project personnel on the project; and (d) The consultant team should include, as a minimum, the team identified earlier; (e) An action plan of the services with implementation strategies and sequence of main activities (work breakdown structure); (f) Quality control techniques; (g) Cost control techniques; (h) Risk management techniques;		/10 x 1.5 = /15

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Item No.	Eva	Evaluation Criteria		Points Awarded
	(i) (j)	Quality assurance methodology that ensure consistency and quality across disciplines and between sub-consultants; and, Communication strategies including how the response time requirements will be met.		
		s Available Points Available		80

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

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4. Generic Evaluation Criteria

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

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

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ANNEX E TO PART 5 OF THE BID SOLICITATION

PART A - INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid. Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation.

BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.

Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered. Canada reserves the right to verify any information provided in the IBP guarantee and that unverifiable statements may result in the tender being declared non-responsive.

INUIT BENEFIT PLAN CRITERIA

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and His Majesty the King in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

Inuit Benefits Criteria (IBC)			
1	Inuit employment: to evaluate the employment of Inuit labour.	Points	
	The employment of onsite Inuit in carrying out the work under the contracts. Bidder will be evaluated on their firm guarantee to use Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Subcontractor staff. Percentages should be supported by a list of specific positions that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable. 0-100% of total labour hours = 0-10 points. Points will be assigned based on a percentage % of the total Points available.	/10	
	% x total points available		
	Example:		
	Bidder guarantees 65% of labor hours will be Inuit = 65 % x 10 = 6.5 points		
	NOTE: Bidders must demonstrate how they will meet their Labor %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation (ie.labor plan estimate).		

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	Verification of Inuit businesses will be made through: The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/				
2	Inuit training and skills development: to evaluate the undertaking of commitments, under the contract, with respect to training or skills development for Inuit. Bidders will be evaluated on their undertaking of a commitment with respect to				
	delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills and received certification. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.				/10
		Bidder 1	Bidder 2	Bidder 3	
	Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
	Calculation of points	20/60 = 33 / 10 of total points available	35/60 = 58 / 10 of total points available	60/60 = 100 / 10 of total points available	
3A	Inuit ownership (prime contractor and subcontractors): to evaluate whether the bidder is an Inuit firm on the IFR, and whether Inuit firms on the IFR will be engaged				/5
3B	bidder is an Inuit firm on the IFR, and whether Inuit firms on the IFR will be engaged as subcontractor(s) in carrying out the government contract Sub-contractors / suppliers: The use of sub-contractors or suppliers that are Inuit in carrying out the contract. Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract. Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract. Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following: Estimated value of Contract: \$ Less Non-Inuit subcontracting: \$ = Total guaranteed for Inuit Subcontractors/Suppliers: Points will be assigned to bidder as follows: Total guaranteed Inuit sub-contracting / Estimated value of contracting =a % Points will be assigned based on a percentage % of the total points available: _a % x total points available = assigned points Example: Estimated value of Contract: \$100,000 - Less Non-Inuit subcontracting: \$ 45,000				/5

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	Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000 \$55,000 / \$100,000 = 0.55 x 5 = 2.75 points	
	NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors.	
	Verification of Inuit businesses will be made through: The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/	
Nur	avut Benefits Criteria (NBC)	
1	Location in the NSA : to evaluate whether the bidder or the subcontractor(s) have head offices, administrative offices or other facilities in the Nunavut Settlement Area (NSA).	/5
	Verification of Inuit businesses will be made through: The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/	

Criteria	Total Points Available	Total Score
Inuit employment:	10	/10
Inuit training and skills development	10	/10
Inuit ownership / Sub-contractors / suppliers:	10	/10
Location in the NSA	5	/5
Grand Total		/35

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Total No. Of onsite Inuit Person Hours for This Contract = _____%

Total No. Of onsite Person Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non – Inuit Employee Hours
Bidders to include the # of hours to be worked.		

TABLE 4 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for this Contract Total Bid Price = _____%

Company Name	Inuit Company	Non – Inuit Company
Bidder to include the value of work to be Sub-Contracted.		
NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with: 4 Subcontractors / Suppliers.		

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Bidder Certification

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

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME **SIGNATURE** DATE The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.

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PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

- **1. For the successful Contractor only** If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on at end of contract / prior to final payment.
- 2. The contractor must indicate if any objectives were not met and identify why not.
- 3. Information provided may be subject to verification.
- 4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
- 5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

Return Reports to:

Contracting Authority Name: Christine Piché

Email: christine.picher@pc.gc.ca

TABLE 1 - Head Office

Provide Current Business address

Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

TABLE 2 – Achievement of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

TABLE 3 - Achievement of onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Contract = _____%

Total No. Of Employee Hour for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non – Inuit Employee Hours
Contractor must include the # of hours worked		

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The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

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PART D - INUIT BENEFITS PLAN PENALTY CONDITIONS

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

- 2. If the contractor fails to fulfill their certified training guarantee, an amount of up to 0.20% of the final contract value may be deducted from the hold back provisions or final payment. The Contractor will not be evaluated on their training achievements. (Table 1A)
- 3. If the contractor does not meet the certified percentage of onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
- 4. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit subcontractors/ suppliers guarantees, an amount of up to 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1C)
- 5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
- 6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- 7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

TABLE 1A - ASSESSMENT OF INUIT TRAINING PENALTY			
ITEM #	REQUIREMENT	WEIGHT	SCORE
	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their Inuit Training guarantees. Points awarded for contractor due diligence based on the following		
1	scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP training guarantee.	40	
	14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP training guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP training guarantee.		
2	TOTAL ASSESSED SCORE	40	
3	TOTAL CALCULATED PENALTY: (40 - total assessed score)% x (Final contract value) x 0.20%	\$	
4	COMMENTS/JUSTIFICATIONS:		

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	SIGNATURE OF EVALUATION PANEL:	
5	Departmental Representative: Technical Authority: Contracting Officer (PCA):	

TABLE 1B - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
	Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:		
1	Guarantee percentage = Achieved =% * 60% Proposed %	60	
	Notes: percentage of 50% or less receives zero points		
	CONTRACTOR DUE DILIGENCE:		
	Case-by-case-consideration is given to contractor's ability to demonstrate		
	diligent efforts to achieve Onsite Inuit employment guarantees.		
	Points awarded for contractor due diligence based on the following scale:		
2	0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP employment guarantee.	40	
	14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.		
	28-40 points - Contractor demonstrated outstanding effort while attempting		
	to meet the IBP employment guarantee.		
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.40%		
5	COMMENTS/JUSTIFICATIONS:		
	SIGNATURE OF EVALUATION PANEL:		
6	Departmental Representative:		
	Technical Authority:		
	Contracting Officer (PCA):		

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ITEM#	REQUIREMENT	WEIGHT	SCORE
1	Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = Achieved =% * 60 % Proposed % Note: Guarantee percentage of 50% or less receives zero points.	60	
	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees.		
2	Points awarded for contractor due diligence based on the following scale:	40	
	0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.		
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.50% \$	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative:		

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ANNEX F TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

Supplier Information

Supplier's Legal Name:			
Organizational Structure:	() Corporate Entity() Privately Owned Corpor() Sole Proprietor() Partnership	ation	
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	
Supplier's Procurement Bu	siness Number (optional):		

List of Names

Name	Title

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ANNEX G TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

If so, the Bidder must provide the following information:

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

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ANNEX H TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are d

lecla eriod he Bi	re a co d or du dder's	erification at all times. I understand that Canada will declare a bid non-responsive, or will ontractor in default, if a certification is found to be untrue, whether during the bid evaluation ring the contract period. Canada will have the right to ask for additional information to verify certifications. Failure to comply with any request or requirement imposed by Canada may sid non-responsive or constitute a default under the Contract.		
For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.				
Date: (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing late.)				
Comp	lete b	oth A and B.		
A. Ch	eck or	aly one of the following:		
()	A1.	The Bidder certifies having no work force in Canada.		
()	A2.	The Bidder certifies being a public sector employer.		
()	A3.	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .		
()	A4.	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.		
	A5.	The Bidder has a combined workforce in Canada of 100 or more employees; and		
()	A5.1	The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC – Labour.		
		OR		
()	A5.2	The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC – Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC – Labour.		
3. Ch	eck or	aly one of the following:		
()	B1.	The Bidder is not a Joint Venture.		
		OR		
()	B2.			

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

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APPENDIX 1 TO ANNEX D - TECHNICAL EVALUATION

TEAM IDENTIFICATION FORMAT

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

1.	Prime Consultant (Offeror):
Firm	Name:
Disci	pline(s) Provided :
Key I	ndividuals and provincial/territorial professional licensing status:
2.	Key Sub-Consultants / Specialists:
a)	Building Envelope Architect or Engineer
Firm	Name:
Disci	pline(s) Provided :
Key I	ndividuals and provincial/territorial professional licensing status:
b)	Mechanical or Electrical Engineer, including climate change mitigation
Firm	Name:

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Discipline(s) Provided :
Key Individuals and provincial/territorial professional licensing status:
c) Civil Engineer
Firm Name:
Discipline(s) Provided :
Key Individuals and provincial/territorial professional licensing status:
d) Cost Estimator
Firm Name:
Discipline(s) Provided :
Key Individuals and provincial/territorial professional licensing status:

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e) Code Review Subject Matter Expert (building code, fire code, occupational health and safety, electrical code, accessibility)
Firm Name:
Discipline(s) Provided :
Key Individuals and provincial/territorial professional licensing status:
f) Code Inspector (with qualifications as per Appendix 7)
Firm Name:
Discipline(s) Provided:
Key Individuals and provincial/territorial professional licensing status:
g) Climate Change Subject Matter Expert
Firm Name:
Discipline(s) Provided:
Key Individuals and provincial/territorial professional licensing status:

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