



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Bid Fax: 1-866-246-6893
 Bid E-mail Address:
soumissionsouest-bidswest@canada.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.

Comments:

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-22-0173/A dated January 27, 2023 with a closing of February 28, 2023 at 14:00 MST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Issuing Office:

Parks Canada Agency
 National Contracting Services
 Calgary, AB

Title: Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia	
Solicitation No.: 5P420-23-0061/A	Date: July 11, 2023
Client Reference No.: n/a	
GETS Reference No.: n/a	

Solicitation Closes: At: 14:00 On: September 12, 2023	Time Zone: MDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Andrea McGraw-Alcock	
Telephone No.: 587-436-5908	Fax No.: 866-246-6893
Email Address: andrea.mcgraw-alcock@pc.gc.ca	
Destination of Goods, Services, and Construction: See herein	

TO BE COMPLETED BY THE BIDDER

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

Solicitation No.:
5P420-23-0061/A

Amendment No.:
00

Contracting Authority:
Andrea McGraw-Alcock

Ver.12.12.2022

Client Reference No.:
Insert reference no.

Title:
Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

IMPORTANT NOTICE TO BIDDERS

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 soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

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

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

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

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

Direct Deposit

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

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

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-22-0173/A dated January 27, 2023 with a closing of February 28, 2023 at 14:00 MST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

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

1.2. Statement of Work

The requirement is detailed under **Article 6.2** of the resulting contract clauses.

1.3. Bidders' Teleconference

A bidders' teleconference will be held on **July 18, 2023**. The conference will begin at **10:00 AM PDT**. The scope of the requirement outlined in the bid solicitation will be reviewed during the teleconference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the teleconference to confirm attendance and to receive call-in details. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **July 17, 2023 at 12:00 MDT**.

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

1.4. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08), 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 5.4 of [2003](#), Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

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 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to

provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as 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 British Columbia.

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

2.5. Bid Challenge and Recourse Mechanisms

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

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

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid
Section II: First Nation Participation Plan
Section III: Financial Bid
Section IV: Certifications

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

Section I: Technical Bid

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

Section II: First Nation Participation Plan (FNPP)

In their First Nation Participation Plan (FNPP) bid, Bidders should explain and demonstrate how they propose to provide specific and agreed upon participation for First Nation peoples and firms through the performance of the Work.

Section III: Financial Bid

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

3.1.1. Exchange Rate Fluctuation

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

Section IV: Certifications

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

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, First Nation Participation Plan, 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 E 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 at **Annex E to Part 4 of the Bid Solicitation**.

4.1.2. First Nation Participation Plan Evaluation

4.1.2.1. First Nation Participation Plan Mandatory Criteria

The First Nation Participation Plan proposals will be evaluated against the mandatory First Nation Participation criteria at **Annex F to Part 4 of the Bid Solicitation**.

4.1.2.2. First Nation Participation Plan Point Rated Evaluation

The First Nation Participation Plan proposals will be evaluated against the First Nation Participation point rated criteria at **Annex F to Part 4 of the Bid Solicitation**.

4.1.3. Financial Evaluation

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

4.1.3.1. Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$185,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.1.4. Basis of Selection – Highest Combined Rating of Technical Evaluation (60%) and First Nation Participation Plan (FNPP) (40%) Within Budget

4.1.4.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 60 combined points specified for criteria 3.1, 3.2, 3.3, and 3.4 for the technical evaluation criteria which are subject to point rating. The rating for 3.1, 3.2, 3.3 and 3.4 is performed on a scale of 100 points.

The total rating is performed on a scale of 130 points for the Technical Evaluation and 90 for the First Nation Participation Plan (FNPP).

- 4.1.4.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.1.4.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the FNPP.
- 4.1.4.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.1.4.5. To establish the FNPP score, the overall FNPP 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 40%.
- 4.1.4.6. For each responsive bid, the technical merit score and the FNPP score will be added to determine its combined rating.
- 4.1.4.7. Neither the responsive bid obtaining the highest technical score nor the one with the highest FNPP will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and FNPP will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

The table below illustrates an *example* where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical score and First Nation Participation Plan (FNPP), respectively. The total available points equals 130 and the total available FNPP points equals 90.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and FNPP (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		123/130	102/130	109/130
Overall First Nation Participation Score		66/90	82/90	57/90
Calculations	Technical Merit Score	$123/130 \times 60$ = 56.77	$102/130 \times 60$ = 47.08	$109/130 \times 60$ = 50.31
	First Nation Participation Score	$66/90 \times 40$ = 29.33	$82/90 \times 40$ = 36.44	$57/90 \times 40$ = 25.33
Combined Rating		86.10	83.52	75.64
Financial Evaluation		Within budget	Within budget	Within budget
Overall Rating		1st	2nd	3rd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

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

5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

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

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

Additional certifications required for evaluation of the technical bid (e.g. professional certifications, CVs, résumés, etc.) are to be included in Section I: Technical Bid.

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. Statement of Work

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

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

[2010B](#) (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.

6.3.2. Supplemental General Conditions

6.3.2.1. Intellectual Property

[4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.3.2.2. 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.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to January 30, 2024 inclusive.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Andrea McGraw-Alcock
A/ Advisor, National Contracting Services
Parks Canada Agency
Calgary, AB
Telephone: (587) 436-5908

Solicitation No.:
5P420-23-0061/A

Amendment No.:
00

Contracting Authority:
Andrea McGraw-Alcock

Ver.12.12.2022

Client Reference No.:
Insert reference no.

Title:
Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

Facsimile: 1-866-246-6893

E-mail address: andrea.mcgraw-alcock@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.

6.5.2. 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.

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is:

**** to be completed by the Bidder ****

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.6. Proactive Disclosure of Contracts with Former Public Servants

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

6.7. Payment

6.7.1. 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.

6.7.2. Progress Payments

6.7.2.1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to the amount claimed and approved by Canada 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) the amount claimed is in accordance with the basis of payment.

6.7.2.2. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.8. Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

6.8.1. 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 percentage of work completed.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- (b) a copy of the First Nation Participation Plan reporting.

6.8.2. 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.

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

6.9. Certifications and Additional Information

6.9.1. 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. 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 *****.

6.11. 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 supplemental general conditions [4006](#) (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) The general conditions [2010B](#) (2022-12-01), General Conditions – Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, First Nation Participation Plan; and
- (h) The Contractor's bid dated ***** to be inserted at contract award *****.

6.12. SACC Manual Clauses

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

6.13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No.:
5P420-23-0061/A

Amendment No.:
00

Contracting Authority:
Andrea McGraw-Alcock

Ver.12.12.2022

Client Reference No.:
Insert reference no.

Title:
Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

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.

ANNEX A

STATEMENT OF WORK

Development of recommendations and detailed map/attributes to inform a potential Access Management Strategy within the Working Boundary of the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

1. Objective(s)

- A. In the development of the proposal and First Nation Participation Plan, engage with **both** lead First Nations whose Areas of Interests intersect with the proposed national park reserve; the Lower Similkameen Indian Band (LSIB) and the Osoyoos Indian Band (OIB). The OIB and the LSIB are the representative bands of the *syilx* Nation / Okanagan Nation Alliance.
- B. Using existing resources provided, assess and conduct gap analysis, including adding the provincial Roads Non-Tenure layer (Roads NT layer), not currently captured in existing Parks Canada mapping. Include physical road features and identification of road tenures, including silviculture obligations for access.
- C. Create a fine level assessment of roads and rights-of-way (ROW) within the working boundary (crown and private lands) of the proposed national park reserve in the South Okanagan-Similkameen, B.C. See Technical Specifications (section 4) for details.
- D. Create a report and recommendations to help inform discussions on a potential future access management strategy for the lands within the working boundary
- E. Include in the report an options analysis for linear features that may be candidates for: road improvements, status quo, deactivation, reclamation (de-compaction, re-contouring, replanting) or controlled access, including the following:
 - a. Class C (+/- 25%) estimates for maintenance requirements on roads that will remain status quo.
 - b. Class C (+/- 25%) estimates for roads recommended for deactivation, de-compaction, re-contouring, replanting or control access rehabilitations requirements.
 - c. Log all illegal dump sites encountered, including GPS Points/map, narrative on size and extent, type of materials observed, along with a photo(s).
 - d. Log stored road building materials and their location (e.g. gravel piles along the Kobau FSR for road building material).
 - e. Deficiencies on those roadways that could be inherited by Parks Canada.
 - f. Mapping, analysis and summary of rights of way with the proposed boundary.
- F. Include provisions for a site visit or visits to tour key aspects of the road networks, include a site visit to some privately-owned lands, planned in conjunction with the Parks Canada Project Manager.
- G. Include funds/provisions to hire referrals team member and elders from both Osoyoos Indian Band (OIB) and Lower Similkameen Indian Band (LSIB) for field trip and report review/feedback process.
 - Note, some funding is made available to OIB and LSIB through contribution agreements; this funding will cover elders time for consultation and site visits as a part of the roads analysis.
 - Due to the large scope of work related to cultural knowledge and traditional ecological knowledge required, additional funds/provisions will be required to compensate for technical site expertise from each band; these needs to be included within the project proposal budget
 - First Nation Traditional Ecological Knowledge (TEK) generated by the *syilx* nation for this project will be shared at the discretion of the OIB & LSIB Chief & council and referrals team to inform the project. Intellectual Property on TEK sits with the *syilx* nation.
- H. Final report should also include revised mapping products, including shapefiles, attributes tables, kmz files. In addition to Parks Canada, final products will be shared with BC, LSIB and OIB.

2. Background

In July 2019, the Governments of Canada and British Columbia, and the *syilx* (*sməłqmix* and *suknaʔkinx*)/Okanagan Nation, as represented by the Osoyoos Indian Band and the Lower Similkameen Indian Band, signed a Memorandum of Understanding for a proposed national park reserve in the South Okanagan-Similkameen which confirmed the

working boundary, outlined next steps and provided a framework of collaboration for negotiation of an establishment agreement.

The proposed national park reserve (NPR) in the South Okanagan-Similkameen will protect rare ecosystems, contribute to the conservation and enjoyment of nature, help save species at risk, strengthen biodiversity, and preserve opportunities for Syilx/Okanagan Nation cultural practices to continue. The proposed NPR presents a valuable opportunity to advance reconciliation and for nation-to-nation engagement with the Syilx/Okanagan Nation leading to a new partnership model for management of the proposed national park reserve. Innovative approaches that respect and celebrate First Nation values and traditions, ranching culture, local communities, and the rich biodiversity and ecosystems in the region are required.

A number of pre-existing roads, right-of-ways, and other types of transportation corridors (communication lines, informal access trails etc.) exist in the proposed NPR boundary. Currently, a S. 16 order under the provincial *Land Act* is in place to provide interim protection measures on provincial Crown lands to ensure that no new allocations for timber harvesting, mineral exploration and/or development occurs within the proposed boundary. A new road application was made and identified as a result of the S. 16 order, but the application highlighted the need for an access management strategy and identified gaps regarding knowledge of linear features within the proposed NPR.

In 2015, Canada's Truth and Reconciliation Commission released their final report detailing 94 Calls to Action to further reconciliation between Canadians and Indigenous Peoples.

This contract specifically aims to facilitate meaningful response to [TRC Action #92](#), Business and reconciliation, encouraging direct collaboration with Osoyoos Indian Band and Lower Similkameen Indian Band.

"92. We call upon the corporate sector in Canada to adopt the United Nations Declaration on the Rights of Indigenous Peoples as a reconciliation framework and to apply its principles, norms, and standards to corporate policy and core operational activities involving Indigenous peoples and their lands and resources. This would include, but not be limited to, the following:

- i. Commit to meaningful consultation, building respectful relationships, and obtaining the free, prior, and informed consent of Indigenous peoples before proceeding with economic development projects.
- ii. Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable participation from economic development projects.
- iii. Provide education for management and staff on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism.

3. Scope of Work and Limitations

- The work is limited to the area within the boundary of the proposed NPR in the South Okanagan-Similkameen, B.C, including Crown and private lands (approx. 273 sq km).
- Analysis of private lands will need to be conducted based on best available information and site visits would require landowner pre-approval.
- The work is pre-emptive and will be used to support evidence-based dialogue regarding access management strategy and future planning regarding the proposed national park reserve.
- The work is to be conducted and delivered in English, and is not required to be communicated in both official languages. The use of Syilx place names would be welcomed and encouraged where known.

4. Tasks/Technical Specifications

The Contractor will be responsible for the following:

Assessing the road network within the proposed NPR is complex, and habitat fragmentation created by roads leads to loss of habitat connectivity, causing ecological concern, throughout the proposed area.

This project includes:

- Desktop analysis from database review and cross references, satellite imagery, remote sensing such as LiDAR, and high resolution imagery from UAV (where possible) and site visits.
- Identifying legitimate roads and illegitimate roads, and their user types and owner(s)/contact info if applicable.
- Inventory and classify roads and trails, including, but not limited to:
 - Highway systems managed by BC Ministry of Transportation and Infrastructure (MOTI)
 - BC Parks roads and trails
 - Those managed by other agencies of the Crown (Provincial) -*Forest Range and Practices Act, Land Act*, or FLNRO as permit roads *etc.*
 - Forest service roads (gazetted)
 - Road permit roads
 - Non-status roads
 - Non-maintained deactivated roads
 - Non tenure status roads
 - Emergency access roads (fire/public safety/environmental)
 - Rights of WayOthers, including:
 - Resource (Wilderness) roads which provide recreational and rural residents access to the backcountry
 - Routes with or leading to areas of cultural importance
 - Circle routes
 - Hunting access
 - Communications tower access (typically under *Land Act* tenure)
 - Helicopter landing access (typically under *Land Act* tenure)
 - Fire/Future fire access action requirements
 - Hardened access crossing points
 - Formal and informal access trails
 - Materials and their location, stored for road building (e.g. gravel piles along the Kobau FSR for road building material).
- Assess roads/trails to determine current type of use and potential future use. Include roads that may need to be maintained for fire management/response action. Potential future use can include:
 - Status quo
 - Motorized (Vehicles, Off Road Vehicles, Electric Bikes etc.)
 - Non-Motorized (hiking, mountain/road biking, horseback riding etc.)
- Assess roads/trails and provide recommendations to inform a potential access management strategy to include candidate areas/roads/trails for:
 - Status Quo/maintenance/preventative maintenance (address roadway standards and deficiencies)
 - Potential areas for resurfacing with permeable and impermeable materials for overall accessibility and improved maintenance
 - Access reduction
 - Access control/barriers (with allowances for special exemptions)
 - Deactivation
 - Reclaimed
 - i. De-compaction (including timelines)
 - i. Re-contouring
 - ii. Re-planting (would not include a planting plan or species list)

- Draft a recommended attributes list for review and feedback, including, but not limited to:
 - Road attributes (Classification, surface type, width, cross-section type (unimproved, ditched, etc), utilities in corridor, number of major crossing structures (>1.5m diameter culverts, bridges, texas gates)
 - Cultural attributes
 - Ecological attributes
 - Recreation or Visitor Experience attributes
- Identify the existing road networks and attributes, and once finalized, and include details:
 - Identify roads for potential rehabilitation for securing wildlife habitat, and restoring ecological and cultural values (specific criteria for ecological/cultural/wildlife priorities will be addressed in future planning phases and will inform level of restoration, vs. interim deactivation)
 - Identify roads requiring improvements
 - Identify issues where roads pose a risk to public safety
 - Identify issues where roads pose environmental risk (e.g. slope failure into waterbody).
 - Recommendations for alternate use.
 - Photos of these road networks/attributes
 - Discuss use of Ministry of Forests (MOF) /LWRS application of IPAD template for field data collection for cumulative effects analysis and access management planning.
- Identify roads and trails that may require special exemption access, including but not limited to:
 - Local First Nation access
 - Game recovery
 - Tenure Holder Access (Ranching, Communications, Private Land Holder etc.)
 - Emergency Public response (Public/Environmental Safety Access)
- Log all illegal dump sites encountered, included GPS Points/map, narrative on size and extent, type of materials observed, along with a photo(s). This should include but not limited to:
 - Waste debris, soils, organic/inorganic materials, hazardous materials, miscellaneous objects, piles and/or depressions that appear previously or recently disturbed and do not align with the natural setting of the area.
- Provision of a draft and final report, including recommendations, fine scale maps, GIS shapefiles, attribute tables, kml and kmz files, recommendations on highway/roadway improvements, trail improvements, road and trail decommissioning or rehabilitation and access management, and options analysis.
- Include % of road density in the area (current), and % road density varying with options analysis.

5. Constraints

Conduct the desktop analysis for all roads and trails in the working boundary, including private lands where available.

Conduct site visits on crown lands, and work with Parks Canada Project Manager on access to sub-sets of private lands. Contractor is to determine the level of effort required, but site visits, where required, could take approximately 3 field days. Contractor is to assume sites will be accessed by vehicle though additional options may be determined once in the planning stages of the Contract.

It will be the responsibility of the successful applicant to obtain all permits required, including the use of drones.

The Contractor will need to secure their own permissions for access to GeoBC databases for data layers and/or the online LiDAR data Portal website.

No ground disturbance is to occur.

The Contractor will be required to complete a Data Sharing Agreement at Contract Award.

Draft and final products must not be shared/distributed without free and prior consent from Parks Canada, LSIB and OIB. All products including raw files, shape and kmz files, documents etc will be delivered to Parks Canada as part of the final deliverable before issuance of final payment.

6. Deliverables

The Contractor must maintain the project schedule that is agreed upon with the Parks Canada Project Authority at the time of project initiation. Contractor is expected to identify the schedule of milestones and deliverables to be included in its work proposal using a Gantt chart. The project schedule will adhere to the following tentative milestone completion dates for this project which will be finalized at the kick off meeting:

Milestone No.	Deliverable	Due Date (on or before)
01	Work proposal and plan submitted to PC – First Nation and Government of BCs staff,	One week after contract award.
02	Kick-off Meeting	Within 2 business days of approved work proposal and plan submission
03	Submission of 1 st Draft Desktop Analysis Report. Includes review from PC, First Nation, and Government of BC staff.	Approximately 2-3 months post kickoff meeting
04	3 day site tour of key sub-set of roads, with PCA, BC Parks, OIB, LSIB, LWRS and MOF	TBD – based on workplan timelines and weather, by fall 2023
05	Submission of 2nd Draft Reports – within 4-6 weeks of completion of on-site work. Includes review from PC, First Nation, and Government of BC staff.	December 15, 2023
06	Submission of final reports, within 2 weeks of receipt of comments from PC and others on draft report.	January 30, 2024

7. Resources

The following resources will be made available to the Contractor on Contract Award:

- Background Information, including MOU, Proposed NPR boundary map, shapefiles and physical boundary descriptions.
<https://letstalksouthokanagansimilkameen.ca/Okanagan>
- Access Management and Resource Roads: 2015 Update (Forest Practices Board)
<https://www.bcfpb.ca/reports-publications/reports/access-management-and-resource-roads-2015-update/>
- Updated Road Layers from BC Provincial Regional Geospatial Analysts
- Maps from BC Parks Regional Planning Section Head (road application HP Land Holdings)
- KMZ or shapefiles files of parcel identification numbers
- Okanagan - Shuswap Land and Resource Management Plan (LRMP), 2001. See Part 6, Access Management, Pages 6-1 to 6-17. https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/natural-resource-use/land-water-use/crown-land/land-use-plans-and-objectives/thompsonokanagan-region/okanaganshuswap-lrmp/okanagan_shuswap_lrmp.pdf
- Road Inventory data for proposed NPR boundary (from Province).
- Google Earth etc. aerial images to locate otherwise un-mapped roads/access
- If desired, use of LWRS/MOF IPAD template for field data collection for cumulative effects analysis and access management planning.
- Access to Provincial and Federal staff for questions/interviews related to the project deliverables
- Access to Provincial and/or Federal staff for site tour
- Parks Canada Trails Standards

ANNEX B

BASIS OF PAYMENT

**** to be completed by the Bidder ****

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) The Bidder must submit prices for all items listed in the Basis of Payment.
- (d) All prices are in Canadian dollars, FOB destination
- (e) Customs duties are included and Applicable Taxes are extra.

1. Firm Price - Contract

1.1 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is **\$185,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.2 Travel and Living Expenses – National Joint Council 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, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

1.3 Firm Price

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

TOTAL FIRM BID PRICE (excluding applicable tax)	\$
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Notes:

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

ANNEX C - INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

ANNEX D

FIRST NATION PARTICIPATION PLAN (FNPP) COMPLIANCE AND REPORTING

1. REPORTING REQUIREMENTS

1.1. First Nation Participation Plan (FNPP) Submission

The Contractor's First Nation Participation Plan (FNPP) should provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what participation (employment, skills development, or other) will be provided.

1.2. First Nation Participation Plan (FNPP) Monthly Report

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

1.3 First Nation Participation Plan (FNPP) Final Report

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

2. FINAL CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

2.1. The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the First Nation Participation Plan (FNPP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.

2.2. The Contractor must indicate if any objectives were not met and identify why not.

2.3. Information provided may be subject to verification.

2.4. The FNPP Certification and FNPP Achievement Reports must be submitted prior to final payment with details how the Contractor met its' FNPP guarantee.

2.5. Failure to comply with the request to submit the certification and report may result in the full penalty identified below in Section 3.

3. FIRST NATION PARTICIPATION PLAN (FNPP) NON-COMPLIANCE CONDITIONS

3.1. Under the provisions of the Contract, where the Contractor meets the FNPP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.

3.2. If the Contractor fails to fulfill their guarantee of the FNPP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.

3.3. The amounts deducted will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.

- 3.4.** For the purposes of the deduction calculation in situations where a guarantee is a percentage of the Contract Value, the “Contract Value” is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the FNPP calculation at the time of amendment or amendment negotiation.
- 3.5.** 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.
- 3.6.** Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- 3.7.** Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the FNPP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor’s control.

ANNEX E TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

The Bidder must submit one (1) electronic version of their technical bid, PDF is the preferred format.

2. Mandatory Technical Criteria

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

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

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

The Bidder must submit a proposal that includes all of the following information:

2.1 Two (2) recent relevant project examples.

2.2 Proposed Team: Team Lead.

2.2.1 The Bidder has clearly identified the Project Lead.

2.2.2 The Bidder identified the Project Lead's employment history including a minimum of three (3) years experience on projects related to land analysis, management or land use planning for rural areas in the Interior of British Columbia.

2.3 Proposed Team: Remaining Team Members.

2.4 Proposed Approach, Methodology, and Schedule including a draft schedule of activities.

Item No.	Evaluation Criteria			
2.1	<p>Previous Experience:</p> <p>The bidder must provide information on two (2) recent relevant project examples related to analysis and/or management of rural or secondary roads, including Forestry Service Roads, completed or in progress in the past 10 years from time of solicitation closing. The Bidder must include a brief summary of each project.</p> <p>Note: The month and year of dates should be indicated – e.g. November 2008 – July 2015.</p> <p><i>Evaluated against Mandatory Technical Criteria 2.1.1 and further evaluated under Point Rated Criterion 3.1.</i></p>			
Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		<i>**To Be Completed by Evaluation Team**</i>		
2.1.1	The Bidder has provided two (2) previous experience examples from the past ten (10) years at time of solicitation closing.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
Item No.	Evaluation Criteria			
2.2	<p>Proposed Project Lead’s CV:</p> <p>The bidder must provide one (1) Project Lead who must have a minimum of three (3) years’ experience in land analysis, management or land use planning for rural areas in the Interior of British Columbia.</p> <p>Note: The month and year of dates of experience should be indicated – e.g. November 2008 – July 2015.</p> <p><i>Evaluated against Mandatory Technical Criteria 2.2.1 through 2.2.2 and further evaluated under Point Criteria 3.2 and 3.3.</i></p>			
Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		<i>**To Be Completed by Evaluation Team**</i>		
2.2.1	The Bidder has clearly identified the <u>Project Lead</u> .	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
2.2.2	The Bidder identified the Project Lead’s <u>employment history</u> including a minimum of three (3) years experience on projects related to land analysis, management or land use planning for rural areas in the Interior of British Columbia.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

Item No.	Evaluation Criteria			
2.3	<p>Project Team</p> <p>The Bidder must clearly identify the project team, including key personnel to be assigned to the project and their proposed role in accomplishing the road analysis. The Bidder must provide a detailed account of the Bidder team's experience and qualification to complete the contract. The experience and qualification of any proposed sub-contractors must also be detailed. For each proposed team member the Bidder must include an accompanying C.V. to support credentials.</p> <p>Note to Bidders: If changes to the team are required throughout the life of the project, the PCA Project Authority must be notified immediately. Changes to the project team will not be allowed without authorization from PCA.</p> <p><i>Evaluated against Mandatory Technical Criteria 2.3.1 and further evaluated under Point Rated Criterion 3.2 and 3.4.</i></p>			
			<p>Met / Not Met</p> <p><i>**To Be Completed by Evaluation Team**</i></p>	
2.3.1	The Bidder has clearly identified the <u>Key Project Team Members</u> .	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
Item No.	Evaluation Criteria			
2.4	<p>Work Methodology and Proposed Approach:</p> <p>The Bidder must submit a proposed work methodology and approach that shows an understanding of the nature of the project, the scope of the work and the risks associated with the work. Must include a draft schedule of activities which will illustrate the duration of each of the major tasks (e.g. a GANTT chart).</p> <p><i>Evaluated against Mandatory Technical Criteria 2.4.1 and further evaluated under Point Rated Criterion 3.5.</i></p>			
			<p>Met / Not Met</p> <p><i>**To Be Completed by Evaluation Team**</i></p>	
2.4.1	The Bidder has provided proposed work <u>methodology and approach including a draft schedule of activities</u> .	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

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

3 Point Rated Technical Criteria

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

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

Point Rated Technical Criteria will be evaluated using the [Generic Evaluation Criteria](#).

- 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.
- Scores will be assigned in accordance with the Generic Evaluation Criteria, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion.
- The assigned score out of 10 will then be multiplied by the weight indicated for that point rated evaluation criterion to determine the total value of points awarded.
- Technical bid evaluation may be performed by an individual or an evaluation board. Should evaluation be performed by an evaluation board, 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).

Note to Bidders: Minimum pass mark applies to point rated criteria 3.1 through 3.4 only. Technical criterion 3.5 is an opportunity for bidders to receive additional points towards their score if they can demonstrate green initiatives at their company or green approaches they intend to apply to the Road Analysis project.

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.1	<p>Previous Work Experiences:</p> <p>The bidder demonstrates experience with performing a gap analysis, fine level assessment and development of access strategy for roads/linear corridors of all types and scales within the project area.</p> <p>The Evaluation Committee is looking for examples that demonstrate:</p> <ul style="list-style-type: none"> - A history of having successfully completed projects of similar scope and budget. - Relevant project details such as project title, description, duration, location. - The names, roles and relationship to bidder (employee or subcontractor) who worked on the project. - Demonstrates previous experience in successfully executing projects in the Okanagan-Similkameen and relevant local knowledge of the area. <p>To be evaluated as per 4. Generic Evaluation Criteria table.</p>	3.0	<p>/10 X 3.0 = /30</p>
	<p>Reference(s):</p> <p>Strengths:</p> <p>Weaknesses:</p>		
Evaluated Point Score for 3.1			/30
Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>

<p>3.2</p>	<p>Project Team Evaluation:</p> <p>The bidder demonstrates the qualifications and experience of Project Lead and team, highlighting the proposed roles for these individuals as it relates to work planning, spatial analyses, mapping and Global Information Systems (GIS), assessment of roads, development of access management strategy and cost estimation.</p> <p>The Evaluation Committee is looking for:</p> <ul style="list-style-type: none"> - The proposed project team has the human resources to execute the project successfully and on time, accounting for project management. - Each member of the proposed project team has experience and qualifications required to perform the scope of work. - Highlight the company approach to capacity development and mentorship of staff /team members. - Team demonstrates previous experience in successfully executing projects in the Okanagan-Similkameen and relevant local knowledge of the area. <p>To be evaluated as per 4. Generic Evaluation Criteria table.</p>	<p>3.0</p>	<p>/10 X 3.0 = /30</p>
<p>3.2 <i>**To Be Completed by Evaluation Team**</i></p>	<p>Reference(s):</p> <p>Strengths:</p> <p>Weaknesses:</p>		
<p align="right">Evaluated Point Score for 3.2</p>			<p align="right">/30</p>
<p>3.3</p>	<p>Project Lead Evaluation</p> <p>Project lead(s) demonstrate previous experience in successfully executing projects in the Okanagan-Similkameen and relevant local knowledge of the area.</p> <p>To be evaluated as per 4. Generic Evaluation Criteria table.</p>	<p>2.0</p>	<p>/10 X 2.0 = /20</p>
<p>3.3 <i>**To Be Completed by Evaluation Team**</i></p>	<p>Reference(s):</p> <p>Strengths:</p> <p>Weaknesses:</p>		
<p align="right">Evaluated Point Score for 3.3</p>			<p align="right">/20</p>

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.4	<p>Proposed Work Plan and Approach</p> <p>The Bidder shows an understanding of the nature of the project, the scope of the work and the risks associated with the work. Include a draft schedule of activities which will illustrate the duration of each of the major tasks, including desktop tasks, meetings, key personal or organizations involved/leads per activity and field work.</p> <p>To be evaluated as per 4. Generic Evaluation Criteria table.</p>	2.0	<p>/10 X 2.0 = /20</p>
3.4 <i>**To Be Completed by Evaluation Team**</i>	Reference(s):		
	Strengths:		
	Weaknesses:		
Evaluated Point Score for 3.4			/20

Total Evaluated Point Score for 3.1, 3.2, 3.3, and 3.4	/100
Minimum Pass Mark Required for combined score of 3.1, 3.2, 3.3, and 3.4	60

Bids that do not obtain the minimum 60 points overall for the combined point rated technical criteria 3.1, 3.2, 3.3, and 3.4 will be given no further evaluation.

Note to Bidders:

The following criteria do not count towards the minimum pass mark. However, the green criteria under 3.5 will count towards the overall technical score out of 130.

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
3.5	<p>Green / Sustainable Procurement</p> <p>Parks Canada has a mandate to green our work where possible to help obtain global goals like reduction in pollution, global climate change, energy efficiencies, carbon sequestration, etc. Parks Canada invites the bidder to share how they are meeting or will meet green objectives for the following criteria:</p> <p>3.5.1 Company Initiatives Profile – The bidder should indicate how they are implementing green initiatives (i.e. Sustainability, Environmental Social Governance) within their company practices. For example: Remote work, use of Electrical Fleet vehicles, Recycling, Paper use/printing reductions, Application of the UN Sustainable Development Goals, or Other innovations.</p> <p>3.5.2 Project Green/Sustainability Objectives - The Bidder is requested to indicate what initiatives they will implement towards this specific project to help green the overall deliverables of the project. Some examples could be the use of electric vehicles, carpooling, electronic communications vs paper copies, other creative opportunities to help green the project.</p>		

	<p>Note to Bidders: “Meaningful” is going beyond normalized green practices, such as turning off lights, recycling drink cans, turning off taps, items considered as normal business practices in current times etc. Bidders are encouraged to provide metrics where available to support examples, or group examples accordingly. i.e. sustainable travel guidelines; administration/procurement and logistics and assets measures; sustainable projects, and social / environmental responsibility programs.</p>		
<p>3.5.1</p>	<p>Green Procurement – Company Profile Initiatives</p> <p>The Bidder shows an understanding of green initiatives (i.e. sustainability, Environmental Social Governance etc.) as part of their company mandate, or vision or company performance metrics (i.e. annual sustainability report).</p> <p>Bidders are encouraged to provide metrics where available to support examples, or group examples accordingly. i.e. sustainable travel guidelines; administration/procurement and logistics and assets measures; sustainable projects, and social / environmental responsibility programs; annual sustainable reporting & metrics etc.</p> <p>2 points = the Bidder has shown some understanding of green initiatives and has implemented some initiatives at their company. 2 or less grouped examples with meaningful metrics.</p> <p>6 points = the Bidder has shown a good understanding of green initiatives and provided some meaningful examples of initiatives. 3 grouped examples with meaningful metrics.</p> <p>10 points = the Bidder has an outstanding understanding of green initiatives and has implemented significant and meaningful initiatives at their company. 5 or more grouped examples with meaningful metrics.</p>	<p>2.0</p>	<p>/10 X 2.0 = /20</p>
<p>3.5.1 **To Be Completed by Evaluation Team**</p>	<p>Reference(s):</p> <hr/> <p>Strengths:</p> <hr/> <p>Weaknesses:</p>		

3.5.2	Green Procurement – Project Specific Initiatives		
	<p>2 points = the Bidder has shown some understanding of potential green initiatives applicable to this project. 2 or less grouped examples with meaningful metrics.</p>		
	<p>6 points = the Bidder has shown a good understanding of green initiatives and provided some meaningful examples of how they would apply to the roads project. 3 grouped examples with meaningful metrics.</p>		1.0
	<p>10 points = the Bidder has an outstanding understanding of the green initiatives that could be implemented with the roads project and has provided supporting reasoning for application to this project. 5 or more grouped examples with meaningful metrics.</p>		<p>/10 X 1.0 = /10</p>
3.5.2 <small>**To Be Completed by Evaluation Team**</small>	Reference(s):		
	Strengths:		
	Weaknesses:		
Evaluated Point Score for 3.5 (3.5.1 + 3.5.2)			/30
Overall Total Technical Score Sum of 3.1 though 3.5 <small>**To Be Completed by Evaluation Team**</small>			/130

4 Generic Evaluation Criteria

Non Responsive	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	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team – has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

ANNEX F TO PART 4 OF THE BID SOLICITATION

FIRST NATION PARTICIPATION PLAN EVALUATION

PART A INFORMATION

1. Preamble

As a requirement of this Contract, the Contractor should ensure provision of specific and agreed upon participation for First Nation People and First Nation Firms in the Area of the Contract.

In the development of the proposal and **First Nation Participation Plan (FNPP)**, the Contractor is to engage with **both** lead First Nations whose Areas of Interests intersect with the proposed National Park Reserve; the Lower Similkameen Indian Band (LSIB) and the Osoyoos Indian Band (OIB). The Osoyoos Indian Band and the LSIB are the representative bands on representing the *syilx* Nation / Okanagan Nation Alliance.

First Nations have strong and continuous ties with the working boundary of the proposed national park reserve in the South Okanagan -Similkameen – it is a place of great cultural significance. The *syilx*/Okanagan Nation has designated the Osoyoos Indian Band and Lower Similkameen Indian Band as the lead communities on activities related to the proposed national park reserve, as the working boundary overlaps the territories of these bands.

The Area of Contract is recognized as part of the ancestral and unceded territory of the *syilx*/Okanagan Nation; strength of claim within in the Area of Contract is held by the *syilx*/Okanagan Nation. Member communities of the Nation include: Osoyoos Indian Band, Lower Similkameen Indian Band, Upper Similkameen Indian Band, Penticton Indian Band, Upper Nicola Band, Westbank First Nation, Okanagan Indian Band, and in the United States, the Colville Confederated Tribes.

This Contract specifically aims to facilitate meaningful response to [TRC Action #92](#), Business and reconciliation, encouraging direct collaboration with Osoyoos Indian Band and Lower Similkameen Indian Band.

"92. We call upon the corporate sector in Canada to adopt the United Nations Declaration on the Rights of Indigenous Peoples as a reconciliation framework and to apply its principles, norms, and standards to corporate policy and core operational activities involving Indigenous peoples and their lands and resources. This would include, but not be limited to, the following:

- i. Commit to meaningful consultation, building respectful relationships, and obtaining the free, prior, and informed consent of Indigenous peoples before proceeding with economic development projects.
- ii. Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable participation from economic development projects.
- iii. Provide education for management and staff on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism.

2. First Nation Participation Plan (FNPP)

The Contractor must submit the First Nation Participation Plan for Canada's approval with their tender package as outlined in the additional document attachments.

2.1 Requirements for Bidders

The Contractor will need to submit a mandatory agreement letter which confirms the participation of all involved First Nations listed in the project along with their signatures, as an indication of support, of the proposal as submitted. This is a mandatory requirement and supports TRC Call to Action #92. An example template is attached for reference at

Solicitation No.:
5P420-23-0061/A

Amendment No.:
00

Contracting Authority:
Andrea McGraw-Alcock

Ver.12.12.2022

Client Reference No.:
Insert reference no.

Title:
Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

Annex F.1. Agreement Letter. For a bid to be declared responsive to the solicitation requirements, it must include a letter of support from each First Nation or First Nation Company identified in the submitted FNPP to receive further evaluation.

In order to receive points for any First Nation Participation Plan provided, the Bidder's proposal must include a clear description of the minimum amount of First Nation Participation guaranteed during the period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of First Nation labour, First Nation training and the sub-contracting of First Nation Firms in the Area of the Contract.

Sufficient detail must be included in the First Nation Participation Plan to allow Canada to assess the value and quality of the proposed First Nation Participation as well as the probability of the Bidder meeting each of the outlined objectives.

PART B EVALUATION CRITERIA

1. Evaluation & Assessment of FNPP

A total of up to 90 points will be awarded for the inclusion of a First Nation Participation Plan (FNPP). This will be worth 40% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any FNPP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion.

The FNPP submission should include the tables provided in each of the FNPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all five (5) evaluation criteria, the FNPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

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 FNPP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

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

2. Evaluation Criteria

2.1 Mandatory FNPP Criteria

Item No.	Evaluation Criteria			
2.1	MANDATORY LETTER OF AGREEMENT & SUPPORT: Bidders are required to provide an agreement letter that confirms that all First Nations involved in the proposal have Free, Prior & Informed Consent (FPIC) of roles and responsibilities, have been briefed on the proposal and are supportive of the proposal submitted, as indicated by signature (s). Example letter has been provided at ANNEX F.1.Example Approval/Agreement Letter			
Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		To Be Completed by Evaluation Team		
2.1.1	The Bidder has provided a letter from each of the Groups and/or First Nation Businesses proposed within their FNPP submission	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

2.2 Point Rated FNPP Criteria

BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i>	TOTAL AVAIL. POINTS																				
<p>2.2.1. HUMAN RESOURCES PLAN:</p> <p>Bidders will be evaluated on their firm guarantee to use First Nation people from the Area of the Contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Bidders are not to include hours worked by a First Nation owned sub-contractor within the Human Resources Plan section. Bidders will receive points for this in 2.2.2 First Nation Business Plan.</p> <p>Required information for this category includes position, hours and approximate rate of pay to calculate a resultant value for First Nation employment.</p> <p>Bidders that commit to supplying First Nation workers enrolled in an apprenticeship or skills development program will earn a multiplier of 1.5 when evaluated in this category. To qualify for the 1.5 multiplier, the labour hours on this project must be logged and accepted by a third party authority and contribute toward the individual's pursuit of a recognized certification.</p> <p>Points for Human Resources Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for the Human Resources Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed First Nation Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$1500</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed First Nation Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)</td> <td style="text-align: center;">\$2500</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed First Nation Labour Value</td> <td style="text-align: center;">\$4000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$4000/\$4000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$4000 = 75% of total points available</td> <td style="text-align: center;">\$2000/\$4000 = 50% of total points available</td> </tr> </tbody> </table> <p><i>If only one Bidder makes a commitment with respect to guaranteed First Nation Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the region of the contract.</i></p>		Bidder 1	Bidder 2	Bidder 3	Proposed First Nation Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$1500	\$1000	\$1500	Proposed First Nation Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$2500	\$2000	\$500	Total Guaranteed First Nation Labour Value	\$4000	\$3000	\$2000	Calculation of points	\$4000/\$4000 = 100% of total points available	\$3000/\$4000 = 75% of total points available	\$2000/\$4000 = 50% of total points available	15 Points
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BID CRITERIA	TOTAL AVAIL. POINTS																				
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<p>2.2.2. FIRST NATION BUSINESS PLAN:</p> <p>Bidders will be evaluated on their firm guarantee to use local First Nation Contractors from the Area of Contract for services or the procurement of supplies and equipment from the local First Nation Communities as defined in the Area of Contract.</p> <p>Note: if the Prime Contractor is a First Nation owned business, all supplier and subcontracting costs qualify as First Nation Sub-Contracting/ Supplier Costs.</p> <p>Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor. Required information for this category includes subcontractor/supplier business name, scope of subcontract or supply contract, and approximate value work. The subcontractors/suppliers identified in this section must be confirmed as First Nation businesses. Verification of First Nation businesses may be made through:</p> <ul style="list-style-type: none"> Indigenous Services Canada (ISC) Indigenous Business Directory. https://www.sac-isc.gc.ca/rea-ibd In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. A list provided by the local First Nations, if applicable <p>Points for the First Nation Business Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for First Nation Business Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Bidder 1</th> <th style="text-align: center;">Bidder 2</th> <th style="text-align: center;">Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed First Nation Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed First Nation Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed First Nation Contractors Value (\$)</td> <td style="text-align: center;">\$5000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$5000/\$5000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$5000 = 60% of total points available</td> <td style="text-align: center;">\$2000/\$5000 = 40% of total points available</td> </tr> </tbody> </table> <p><i>If only one Bidder makes a commitment with respect to guaranteed First Nation Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the region of the Contract.</i></p>		Bidder 1	Bidder 2	Bidder 3	Proposed First Nation Contract #1 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$2000	\$1000	\$1500	Proposed First Nation Contract #2 Value (\$) = Contract Value (\$) x Applicable Multiplier	\$3000	\$2000	\$500	Total Guaranteed First Nation Contractors Value (\$)	\$5000	\$3000	\$2000	Calculation of points	\$5000/\$5000 = 100% of total points available	\$3000/\$5000 = 60% of total points available	\$2000/\$5000 = 40% of total points available	15 points
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BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i>		TOTAL AVAIL. POINTS																				
<p>2.2.3. SKILLS DEVELOPMENT PLAN (TRAINING):</p> <p>Bidders will be evaluated on their guarantee to provide First Nation individuals belonging to the local contract area with training courses recognized through a third party certification process.</p> <p>Required information for this category includes a list of course name, institute providing the course, certification that will be achieved, cost of the course, and # of individuals who will attend the course. The total guaranteed First Nation training will be evaluated as a monetary value (\$).</p> <p>“Training” is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.</p> <p><u>Health and Safety Training Hours must be accredited through a third party certification process in order to count.</u></p> <p>Points for Skills Development Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Skills Development Plan.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Proposed Training for First Nation Individual #1 Value (\$) = Training Value x Applicable Multiplier(s)</td> <td style="text-align: center;">\$1500</td> <td style="text-align: center;">\$1000</td> <td style="text-align: center;">\$1500</td> </tr> <tr> <td>Proposed Training for First Nation Individual #2 Value (\$) = Training Value x Applicable Multiplier(s)</td> <td style="text-align: center;">\$2500</td> <td style="text-align: center;">\$2000</td> <td style="text-align: center;">\$500</td> </tr> <tr> <td>Total Guaranteed First Nation Training Value (\$)</td> <td style="text-align: center;">\$4000</td> <td style="text-align: center;">\$3000</td> <td style="text-align: center;">\$2000</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">\$4000/\$4000 = 100% of total points available</td> <td style="text-align: center;">\$3000/\$4000 = 75% of total points available</td> <td style="text-align: center;">\$2000/\$4000 = 50% of total points available</td> </tr> </tbody> </table> <p><i>If only one bidder makes a commitment with respect to delivery of a Skills Development Plan points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.</i></p>			Bidder 1	Bidder 2	Bidder 3	Proposed Training for First Nation Individual #1 Value (\$) = Training Value x Applicable Multiplier(s)	\$1500	\$1000	\$1500	Proposed Training for First Nation Individual #2 Value (\$) = Training Value x Applicable Multiplier(s)	\$2500	\$2000	\$500	Total Guaranteed First Nation Training Value (\$)	\$4000	\$3000	\$2000	Calculation of points	\$4000/\$4000 = 100% of total points available	\$3000/\$4000 = 75% of total points available	\$2000/\$4000 = 50% of total points available	20 Points
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<p style="text-align: center;">BID CRITERIA</p> <p style="text-align: center;"><i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i></p>	<p style="text-align: center;">TOTAL AVAIL. POINTS</p>
<p>2.2.4. OTHER MEASURES:</p> <p>Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local First Nation Communities from the Area of Contract. The bidder should describe these opportunities in their FNPP. Examples of other measures include the following:</p> <ul style="list-style-type: none">• Community outreach programs to share information and create positive relationships• Various informational seminars and presentations• Using First Nation accommodations• Providing transportation to/from local communities to job site• Other educational and training programs for First Nation People• Other activities related to, but not specified in, the work to be completed under the Contract <p>Guarantees must be supported by a description, value and firm commitment of the measures proposed.</p> <p>Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.</p>	<p style="text-align: center;">15 points</p>

BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i>	TOTAL AVAIL. POINTS
<p>2.2.5. LOCATION OF BUSINESS IN THE TRADITIONAL TERRITORY AREA (TTA)</p> <p>Syilx/Okanagan Nation Territory map (https://www.syilx.org/wp/wp-content/uploads/2017/01/ON_Territory.pdf).</p> <p>This criterion is worth 25 points.</p> <p>IMPORTANT: To achieve points, Bidders should detail commitments in their First Nation Participation Plan.</p> <p>Bidders will be evaluated on their new or existing location of business in the TTA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 25 points will be assigned for this criterion. 15 for the Contractor and 10 for the sub-contractors and suppliers. If the Contractor is not utilizing any subcontractors and/or suppliers, the Contractor points are worth double, up to a maximum of 25 points.</p> <p>Points will be assigned as follows:</p> <p>Contractor (15 points):</p> <ol style="list-style-type: none"> 1. Head Offices (5 points) 2. Administrative Offices (5 points) 3. Other Staffed Facilities (5 points) <p>Subcontractors and/or Suppliers (10 points):</p> <ol style="list-style-type: none"> 1. Head Offices (5 points) 2. Administrative Offices (2.5 points) 3. Other Staffed Facilities (2.5 points) <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> • a description of the locations, including addresses; • describe the nature of the firm's presence in the TTA; and • number of years the firm has been in the identified locations in the TTA. 	25 points
TOTAL POSSIBLE POINTS	90 Points

3. Bidder Guarantee and Certification

1. The Bidder must include a letter of support from the First Nation Partner(s) that they have proposed in their FNPP.
2. The FNPP should include a written component for each of the five (5) criteria providing an overview as well as specific details for commitments made by the bidder. Tables containing clear itemized details as shown below should also be included within the FNPP submission.
3. Information provided may be subject to verification.
4. For follow-up purposes, the communities may receive copies of the contractors First Nation Participation Plan and periodically receive performance monitoring results.
5. Bidders will be held to guarantees/ certifications made under their First Nation Participation Plan, regardless of the points achieved under the evaluation of the FNPP evaluation criteria.
6. By submitting a bid, the Bidder certifies its FNPP guarantee for contracting submitted with its bid is accurate and complete. The Bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under the Contract.

4. First Nation Participation Plan Submission Tables

The FNPP submission tables should include the tables provided in each of the FNPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder should provide the necessary information requested. For all five (5) below tables, the FNPP should include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table. If multiples pages are needed, bidders are to re-use the table.

The following tables (or equivalent with the required information) should be included in the bidders FNPP submission. The contractor should include all available information at the time of bidding, However, it is recognized that some details may not be available until a later date.

Example Guarantee Table Format:

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Andrea McGraw-Alcock

Ver. 12.12.2022

Client Reference No.:
Insert reference no.

Title:
Road Analysis within the Proposed National Park Reserve, South Okanagan-Similkameen, British Columbia

Table 1 - Human Resources Plan

#	Name of Individual (If available)	Nation	Position Title	# of Hours (hrs) (A)	Approximate Rate of Pay (\$) (B)	Value (\$) (C) (A x B = C)	Apprentice- ship? (If yes, input 1.5) (D)	Weighted Value (\$) (inclusive of multipliers) (E) (C x D = E)
1						\$		\$
2						\$		\$
3						\$		\$
4						\$		\$
5						\$		\$
6						\$		\$
7						\$		\$
8						\$		\$
9						\$		\$
Total Value of Human Resource Plan						\$		

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2. First Nation Business Plan

#	Subcontractor/Supplier Business Name	Nation	Scope of Subcontract or Supply Contract	Value (\$)
1				\$
2				\$
3				\$
4				\$
5				\$
6				\$
7				\$
8				\$
9				\$
10				\$
Total Value to First Nation Subcontractors/Suppliers				\$

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3. Skills Development Plan

#	Individual Name (if available)	Nation	Name of Institute/ Organization	Certification to be Achieved	Value (\$)
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
Total Value of Skills Development Plan					\$

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4. Other Measures

#	Description of Proposed Measure(s)	Value (\$) (If applicable)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
	Total Value of Other Measures	\$

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5. Location of Business in the Traditional Territory Area (TTA) as per the Syilx/Okanagan territory map https://www.syilx.org/wp/wp-content/uploads/2017/01/ON_Territory.pdf

Company Name (Contractor)	Address in the TTA	Nature of Presence and Office Type in the TTA
Company Name (subcontractor/supplier)	Address in the TTA	Nature of Presence and Office Type in the TTA

ANNEX F.1 – EXAMPLE APPROVAL/AGREEMENT LETTER

[Organization's letterhead]

[Date]

To Parks Canada, Evaluation Team,

As a part of [Company Name's] efforts to respond to the Truth and Reconciliation Commission of Canada's Call to Action #92, this letter provides confirmation of agreement with [First Nations] regarding the [Project Name] project proposal for competition [enter ref #].

[Company name] acknowledges the importance of Free Prior and Informed Consent (FPIC), and has worked with [FIRST NATION] to ensure that the participation plan and project proposal as submitted have the feedback and support of the community.

[Name of Organization] recognizes the importance of building a strong and collaborative relationship with [First Nations] and are committed to working closely with both communities to ensure that the project is carried out in a manner that respects *syilx* rights, perspectives and interests. We also commit to providing regular updates on the progress of the project and actively seeking input and feedback from [First Nations] throughout the project's lifecycle.

We understand that this agreement is based on mutual respect and trust, and we are committed to upholding these values by collaboration throughout the proposed project.

The signatures below confirm that the staff team from [Organization] and First Nations parties listed in the proposal are aware and support the project as proposed.

Sincerely,

[Organization's signature and date]

[First Nation signature and date - Community Name] [Address Line 1] [Address Line 2] [City, Province/Territory]
[Postal Code]

ANNEX G TO PART 5 OF THE BID SOLICITATION

**** to be completed by the Bidder ****

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 Corporation () Sole Proprietor () Partnership		
Supplier’s Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier’s Procurement Business Number (optional):		

List of Names

Name	Title

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Declaration

I, _____, **(name)**

_____, **(position)** of

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

Signature: _____

Date: _____

ANNEX H TO PART 5 OF THE BID SOLICITATION

**** to be completed by the Bidder ****

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

Former Public Servant in Receipt of a Pension

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

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

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

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

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Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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