



**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](mailto: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:**

**Issuing Office:**

Parks Canada Agency  
 National Contracting Services  
 Calgary, AB

<b>Title:</b> Archaeological Services – Tulita, NWT	
<b>Solicitation No.:</b> 5P420-23-0148/A	<b>Date:</b> September 20, 2023
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> N/A	

<b>Solicitation Closes:</b> <b>At: 14:00</b> <b>On: October 17, 2023</b>	<b>Time Zone:</b> <b>MDT</b>
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Daniel Nguyen	
<b>Telephone No.:</b> 403-836-2352	<b>Fax No.:</b> 1-866-246-6893
<b>Email Address:</b> <a href="mailto:daniel.nguyen@pc.gc.ca">daniel.nguyen@pc.gc.ca</a>	
<b>Destination of Goods, Services, and Construction:</b> Tulita, NWT	

**TO BE COMPLETED BY THE BIDDER**

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

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## **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](mailto:soumissionsouest-bidswest@canada.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [soumissionsouest-bidswest@canada.ca](mailto:soumissionsouest-bidswest@canada.ca) will not be accepted.

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

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

### **Comprehensive Land Claims Agreement(s)**

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

- Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

### **Security Requirements**

There are security requirements associated with this requirement. For further instructions, consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

### **Direct Deposit**

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

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

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## **PART 1 – INFORMATION AND INSTRUCTIONS**

### **1.1. Security Requirements**

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

**1.1.1.** Before award of a contract, the following conditions must be met:

- (a) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
- (b) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

**1.1.2.** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

### **1.2. Statement of Work**

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

### **1.3. Comprehensive Land Claims Agreement(s)**

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

- Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

### **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.

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## **PART 2 – BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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 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](mailto: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

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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 The Northwest Territories.

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.

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## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

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

Section I: Technical Bid  
Section II: Indigenous Participation Plan Bid  
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: Indigenous Participation Plan Bid**

As part of their IPP bid, Bidders should explain and demonstrate how they propose to incorporate Indigenous Benefits in carrying out 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, Indigenous 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. Indigenous Participation Plan Evaluation**

Indigenous Participation Plan will be evaluated against the 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

#### **4.1.4. Basis of Selection – Highest Combined Rating of Technical (40%), Indigenous Participation Plan (20%) and Price (40%)**

##### **4.1.4.1** To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

##### **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, Indigenous Participation and price. The ratio will be 40% for the technical merit, 20% for the Indigenous Participation and 40% for the price.

**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 40%.

**4.1.4.5** To establish the Indigenous Participation score, the overall Indigenous Participation 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 20%.

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

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

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/20/40 ratio of technical merit, Indigenous Benefit and price, respectively. The total available points equal 100 for technical, 100 for Indigenous Participation and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical (40%), Indigenous Participation (20%) and Price (40%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	95/100	89/100	92/100	
<b>Overall Indigenous Participation Score</b>	85/100	91/100	80/100	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	$95/100 \times 40 = 38.00$	$89/100 \times 40 = 35.60$	$92/100 \times 40 = 36.80$
	<b>Indigenous Participation Score</b>	$85/100 \times 20 = 17.00$	$91/100 \times 20 = 18.20$	$80/100 \times 20 = 16.00$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	87.73	89.80	92.80	
<b>Overall Rating</b>	3rd	2nd	1st	

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1. Certifications Required with the Bid**

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, 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](#), 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.

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### **5.2.3. Federal Contractors Program for Employment Equity – Bid Certification**

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

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

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## **PART 6 – RESULTING CONTRACT CLAUSES**

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

### **6.1. Security Requirements**

**6.1.1.** The following security requirements apply to and form part of the Contract.

**6.1.1.1** The Contractor/Vendor's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).

\*Sensitive assets may include: Cash, artefacts, firearms, explosives, keys, vehicles, Historic sites and buildings, electronic equipment, IT networks, Critical installations and systems, etc.

**6.1.1.2** The Contractor/Vendor's personnel as well as their subcontractors **MUST NOT** remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

### **6.2. Comprehensive Land Claims Agreement(s)**

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

- Sahtu Dene and Metis Comprehensive Land Claim Agreement (1994)

### **6.3. Statement of Work**

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

### **6.4. Standard Clauses and Conditions**

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

#### **6.4.1. General Conditions**

[2010B](#) (2022-12-01), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

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

#### **6.4.2. Supplemental General Conditions**

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

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

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## **6.5. Term of Contract**

### **6.5.1. Period of the Contract**

The period of the Contract is from Date of Contract to March 31, 2024 inclusive.

### **6.5.2. Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional eight (8) month period from April 1, 2024 to November 30, 2024 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.6. Authorities**

### **6.6.1. Contracting Authority**

The Contracting Authority for the Contract is:

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

Telephone: 403-836-2352  
Facsimile: 1-866-246-6893  
E-mail address: [daniel.nguyen@pc.gc.ca](mailto:daniel.nguyen@pc.gc.ca)

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

### **6.6.2. Project Authority**

The Project Authority for the Contract is:

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

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

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### 6.6.3. Contractor's Representative

**\*\* to be completed by the bidder \*\***

The Contractor's Representative for the Contract is:

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

### 6.7. Proactive Disclosure of Contracts with Former Public Servants

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

### 6.8. Payment

#### 6.8.1. Basis of Payment – Firm Price

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

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

#### 6.8.2. Progress Payments

**6.8.2.1.** 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:

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- (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.

**6.8.2.2.** 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.

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

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

Each claim must show:

- (a) all the percentage of work completed

**6.9.2.** Invoices must be distributed as follows:

- (a) Invoices must be forwarded electronically to the Project Authority for certification and payment.

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

## **6.10. Certifications and Additional Information**

### **6.10.1. Compliance**

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

### **6.11. Applicable Laws**

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

### **6.12. Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) The general conditions [2010B](#) (2022-12-01), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Indigenous Participation Plan
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) The Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.



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### **6.13. SACC Manual Clauses**

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

### **6.14. Insurance Requirements**

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

### **6.15. Inspection and Acceptance**

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

### **6.16. Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at section 9. Scope of Work: Phase 3: Monitoring of **Annex A** of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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## **ANNEX A**

### **STATEMENT OF WORK**

The Statement of Work is included under separate attachment (Annex A - Statement of Work\_23-0148.pdf).

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## ANNEX B

### BASIS OF PAYMENT

**\*\* To Be Completed by the Bidder\*\***

#### **Financial Bid Submission Requirements**

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

#### **1. Firm Price – Contract Year: Date of Contract to March 31, 2024 inclusive.**

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

Item No.	Description	Unit of Measurement	Firm Price
1.1	For the work in Section 7. Phase 1: Archaeological Impact Assessment as described in Annex A – Statement of Work	Lump Sum	\$
1.2	For the work in Section 8. Phase 2: Mitigation as described in Annex A – Statement of Work	Lump Sum	\$
1.3	Estimated Travel Costs for Phase 1 and Phase 2 as described in Annex A – Statement of Work	Lump Sum	\$
A	<b>TOTAL FIRM PRICE</b> <b>Sum of items 1.1 + 1.2 + 1.3</b> <b>Contract Year: Date of Contract to March 31, 2024 inclusive.</b> (excluding applicable taxes)		\$

#### **2. Firm Unit Price(s) – Optional Services: April 1, 2024 to November 30, 2024 inclusive.**

For item 9. Phase 3: Monitoring of Annex A – Statement of Work:

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

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Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Mobilization / Demobilization including preparation time only as described in Annex A – Statement of Work item 9, part (1)	Lump Sum	1	\$	\$
2.2	Labour / Personnel as described in Annex A – Statement of Work item 9, part (2)	Per Day	5	\$	\$
2.3	Cost of Materials, Supplies, Equipment, Tools including Shipping	Lump Sum	1	\$	\$
2.4	Estimated Travel Costs associated with 2.1 above for Phase 3	Lump Sum	1	\$	\$
2.5	Estimated Travel Costs associated with 2.2 above for Phase 3	Per Day	5	\$	\$
B	<b>Combined Estimated Total Firm Unit Price(s) Sum of items 2.1 + 2.2 + 2.3 + 2.4 + 2.5 (excluding applicable tax)</b>				\$

### 3. Travel & Living Expenses – National Joint Council Travel Directive

For items 1.3, 2.4 and 2.5 of Annex B – Basis of Payment must be claimed in accordance with the following:

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

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

### 4. Estimated Total Combined Evaluated Price

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

<b>ESTIMATED TOTAL COMBINED EVALUATED PRICE (A + B) (excluding applicable tax)</b>	\$
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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.

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## ANNEX C

### INDIGENOUS BENEFIT PLAN

#### PART A CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

##### 1. Indigenous Participation Plan Monthly Report

The Contractor must provide a detailed report on a monthly basis detailing the benefits 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.

##### 2. Indigenous Participation Plan Final Report

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

- (a) The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Indigenous Participation Plan (IPP) portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the Contractor prior to final payment.
- (b) The Contractor must indicate if any objectives were not met *and* identify why not.
- (c) Information provided may be subject to verification.
- (d) The IPP Certification and IPP Achievement Reports must be submitted prior to final payment with details how the Contractor met its' IPP guarantee.
- (e) Failure to comply with the request to submit the certification and report may result in the full penalty identified in Part B.

Example Achievement Table Format:

1. Achievement of Human Resources Plan		
Current % of Indigenous Labour = ____ %		
Name & Position Title	Onsite Indigenous Employee Hours	Total Employee Hours
2. Achievement of Indigenous Business Plan		
Current % of Indigenous Subcontracting = ____ %		
Subcontractor or Supplier Name	Value of work Sub-contracted	

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<b>3. Achievement of Skills Development Plan</b>		
<b>Name &amp; Position Title</b>	<b>Type of Training</b>	<b>Indigenous Training Hours</b>

**CONTRACTOR CERTIFICATION**

<b>INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>The Contractor certifies the information contained in the ACHIEVEMENT TABLE is accurate and complete.</b>		

**PART B INDIGENOUS PARTICIPATION PLAN NON-COMPLIANCE CONDITIONS**

1. Under the provisions of the Contract, where the Contractor meets the IPP guarantees specified and certified in its bid, the Contractor will be paid the agreed contract price.
2. If the Contractor fails to fulfill their guarantee of the IPP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
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.
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 IPP calculation at the time of amendment or amendment negotiation.
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the IPP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control

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## ANNEX D

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

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

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

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

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

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

<b>Location of Work</b>
-------------------------

<b>General Description of Work to be Completed</b>
--



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**Mark “Yes” where applicable.**

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

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

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## ANNEX E TO PART 4 OF THE BID SOLICITATION

### TECHNICAL EVALUATION

#### 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 in 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.).

#### Submission Requirements

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

#### 1. Mandatory Technical Criteria

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

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria.

Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Met / Not Met Remarks/Notes		Remarks / Notes
		<b>**To Be Completed by Evaluation Team**</b>		
1.1	<p>The Bidder must demonstrate lead personnel (Principal Investigator) experience within the Prairies and Northern Canada regions in the following expertise categories:</p> <ul style="list-style-type: none"><li>• Indigenous<ul style="list-style-type: none"><li>○ Eg. Pre-Contract Period</li></ul></li><li>• Historic Pre-1850<ul style="list-style-type: none"><li>○ Eg. Fur Trade, Domestic, Military, Industrial</li></ul></li><li>• Historic Post 1850<ul style="list-style-type: none"><li>○ Eg. Fur Trade, Domestic, Military, Industrial</li></ul></li><li>• Cemetery &amp; Burial Sites</li></ul>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

1.2	The Bidder must provide information for evaluation of lead personnel. Bidder to provide a maximum of two (2) Principle Investigators submitted for evaluation.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
1.3	The Bidder must demonstrate that each proposed Principal Investigator holds a graduate degree (MA, MSc or PhD) in Archaeology or Anthropology with a specialization in Archaeology.  The Bidder must demonstrate this by providing a copy of the degree. If the Anthropology degree itself does not demonstrate a specialization in Archaeology the Supplier should include a copy of their thesis title and abstract to demonstrate that an archaeological subject component was studied.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
1.4	The Bidder must demonstrate that each proposed Principal Investigator has at least 52 weeks of experience conducting all aspects of archaeological fieldwork, including 26 weeks in a supervisory capacity, in the last 10 years.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

**2. 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.

**All Point Rated Technical Criteria will be evaluated using 3. 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 will 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). When reaching consensus on a final evaluated score for the technical bid(s), the evaluation board may award an odd number of points.

Item No.	Evaluation Criteria	Weight	Points Awarded <i>**To Be Completed by Evaluation Team**</i>
<b>2.1</b>	<b>Supplier Experience</b>		
<b>2.1.1</b>	<p>The Bidder should demonstrate its ability to provide historical research in primary documents for the analysis and interpretation of archaeological sites from museums, institutions, provincial and/or national archives through an excerpted section of a project report (maximum 3 pages).</p> <p>The Supplier should provide a minimum of one (1) example for review.</p> <p>Example(s) should demonstrate the following:</p> <ul style="list-style-type: none"> <li>• The example illustrates historical research in a variety of primary source documents from museums, institutions, provincial and/or national archives as appropriate.</li> <li>• The information from the primary sources is interpreted and applied in a logical and useful way.</li> <li>• The example illustrates comprehensive research and synthesis of information from multiple sources.</li> </ul>	<b>5.0</b>	<p><b>/10</b> <b>x 5.0 =</b> <b>/50</b></p>
<b>2.1.1</b> <i>**To Be Completed by Evaluation Team**</i>	<b>Reference(s):</b>		
	<b>Strengths:</b>		
	<b>Weaknesses:</b>		
<b>2.1.2</b>	<p>The Bidder should demonstrate its ability to prepare and deliver archaeological reports focusing on the evaluation, mitigation, and interpretation of archaeological resources and all associated deliverables.</p> <p>The Supplier should provide one (1) example report produced within the last 3 years for review.</p> <p>Examples should demonstrate the following:</p> <ul style="list-style-type: none"> <li>• Key archaeological sites/areas of potential are identified and evaluated.</li> <li>• Appropriate mitigation measures are recommended.</li> <li>• An interpretation of the archaeological resources is provided and adequately supported by data and observations.</li> <li>• The report contents illustrate that key deliverables have been prepared such as artifact inventories, photographs, GIS mapping, etc.</li> </ul>	<b>5.0</b>	<p><b>/10</b> <b>x 5.0 =</b> <b>/50</b></p>

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	<ul style="list-style-type: none"> <li>The report is well organized and written in a presentable, easy-to-read and knowledgeable format.</li> <li>The Bidder should provide one (1) reference for the Archaeological Report project provided above. The project reference would be contacted for the sole purpose of confirming the project related facts. For each project reference, the Bidder should, at a minimum, provide the name, telephone number or e-mail address for a contact person.</li> </ul>		
<b>2.1.2</b> <b>**To Be Completed by Evaluation Team**</b>	<b>Reference(s):</b>		
	<b>Strengths:</b>		
	<b>Weaknesses:</b>		
<b>A</b>	<b>Total Points Score Criteria 2.1</b> <b>**To Be Completed by Evaluation Team**</b>		<b>/100</b>
<b>Minimum Points Required Criteria 2.1</b>			<b>70</b>

**3. Generic Evaluation Criteria**

<b>Non Responsive</b>	<b>Inadequate</b>	<b>Weak</b>	<b>Adequate</b>	<b>Fully Satisfactory</b>	<b>Strong</b>
<b>0 Point</b>	<b>2 Points</b>	<b>4 Points</b>	<b>6 Points</b>	<b>8 Points</b>	<b>10 Points</b>
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

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## ANNEX F TO PART 5 OF THE BID SOLICITATION

### INDIGENOUS PARTICIPATION PLAN EVALUATION

#### PART A INFORMATION

##### 1. Preamble

Due to the location of the work to be completed, this project is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

The Contractor must provide specific and agreed upon benefits for “Members” and “Member Businesses” in the “Area of the Contract”.

##### Definitions

**“Area of the Contract”** The Area of Contract is defined by the Indigenous groups who co-manage Nááts’ihch’oh National Park Reserve, in relation to the Impact and Benefit Plan. These include:

- Tulita
  - Tulita Land Corporation
  - Fort Norman Metis Community
  - Tulita Renewable Resources Council
  -
- Norman Wells
  - Norman Wells Land Corporation
  - Norman Wells Renewable Resources Council

Other Indigenous groups with interests include:

- The Tulita Dene Band
- The Sahtu Secretariat Incorporated

The Area of the Contract is the Tulita District.

“Tulita District” means the communities of Tulita and Norman Wells within the Northwest Territories.

“Member(s)” means an accepted member of one of the First Nations or Métis Groups listed in the Area of Contract.

“Member Business(es)” means business which are at least 51% beneficially owned by a Member or Members, or by one of the First Nations or Métis Groups listed in the Area of Contract.

“Member Subcontractors / Suppliers” means:

1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Members have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which a Member business or businesses as defined above have at least 51 percent ownership and control.
2. The Supplier must have a staffed office or facility within the area of the contract, or the head office of the Member group that holds the majority ownership must be located within the area of the contract.

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## **2. Indigenous Participation Plan**

The Contractor should submit the Indigenous Participation Plan (IPP) for Canada's approval with their tender package as outlined in the additional document attachments.

### **2.1 Requirements for Bidders**

In order to receive points for any Indigenous Participation Plan provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits 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 Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the Area of the Contract.

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

### **SUPPORTING DOCUMENTATION**

#### Training

- details on the type of training being offered and how it is relevant to the procurement;
- Identify the skills the training will develop;
- Anticipated duration of training;
- the number of Members to be trained;
- the type and level of accreditation being targeted: Certification, diploma, apprenticeship, designation, etc.;
- identify what the "on-the-job-training" will consist of, the category of work and estimated number of hours;
- Identify any anticipated progression of training (ex. Start/end apprenticeship level); and
- additional details if any new capabilities will be developed.

#### Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Members;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Members;
- strategies for recruitment of Members;
- strategies for retention of Members for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

#### Subcontracting/suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Member businesses that will be subcontractors/suppliers;
- the type of work to be carried out by Member businesses; and
- how Member Firms will be managed from developing sources of supply to administration

URL links to websites will not be considered.



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### **3. Reporting Requirements**

#### **3.1 Indigenous Participation Plan Submission**

The Contractors Indigenous Participation Plan 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 benefits (employment, skills development, or other) will be provided.

#### **3.2 Indigenous Participation Plan Monthly Report**

The Contractor must provide a detailed report on a monthly basis detailing the benefits 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.

#### **3.3 Indigenous Participation Plan Final Report**

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

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## PART B EVALUATION CRITERIA

### 1. Evaluation & Assessment of Indigenous Participation Plan

A total of up to 100 points will be awarded for the inclusion of an Indigenous Participation Plan (IPP). This will be worth 20% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IPP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Guarantee Table to supplement the IPP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IPP 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 IPP, regardless of the points achieved under the evaluation of the IPP bid criteria.

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

### 2. Evaluation Criteria

<b>BID CRITERIA</b> <i>Canada reserves the right to confirm validity of all declarations/ guarantees.</i>	<b>TOTAL AVAIL. POINTS</b>
<p><b>1. HUMAN RESOURCES PLAN:</b></p> <p>Bidders will be evaluated on their firm guarantee to employ Members from the Area of the Contract in the performance of the work under the Contract. 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>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, value or cost of labour, labour hours and the total project hours that may or will be staffed by on-site Member employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>Total guaranteed Member Employment/Labour % of Contract: _____ %</p> <p>Bidder <u>must demonstrate</u> how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Member Employment, with the proposal committing to the highest number of labour hours receiving full points.</p>	<b>40 Points</b>

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	Bidder 1	Bidder 2	Bidder 3
<b>Proposed guaranteed Indigenous Position #1 hours</b>	150	100	150
<b>Proposed guaranteed Indigenous Position #2 hours</b>	250	210	50
<b>Total proposed guaranteed Indigenous hours</b>	400	310	200
<b>Total estimated hours required for project</b>	1000	950	900
<b>Proposed guaranteed Indigenous Employment/Labour % of Contract</b>	40%	33%	22%
<b>Calculation of points</b>	40%/40% = 100% of total points available	33%/40% = 83% of total points available	22%/40% = 55% of total points available

*If only one bidder makes a commitment with respect to guaranteed Member Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the Area of the Contract.*

**2. INDIGENOUS BUSINESS PLAN:**

Bidders will be evaluated on their firm guarantee to use Member subcontractors for services or the procurement of supplies and equipment from Member owned businesses from the Area of Contract.

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.

Bidders should provide their commitment of Member Subcontractors in accordance with the following:

Total guaranteed Member Subcontractors/ Suppliers % of Contract: \_\_\_\_\_ %

Percentages must be supported by a list of specific subcontractor/ suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses may be made through:

- Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. <https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.
- The Inuit Firm Registry Database <http://inuitfirm.tunnngavik.com/>
- A list provided by the local First Nations, if applicable

Each responsive bid will be prorated against the bidder proposing the highest % of proposed guaranteed Member Subcontractors/ Suppliers, with the proposal committing to the highest number of labour hours receiving full points.

**40  
points**

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	Bidder 1	Bidder 2	Bidder 3
<b>Proposed guaranteed Indigenous subcontracting spend \$</b>	\$2000	\$1000	\$1500
<b>Proposed guaranteed Indigenous supplier spend \$</b>	\$3000	\$2000	\$500
<b>Total proposed guaranteed Indigenous subcontracting and supplier spend \$</b>	\$5000	\$3000	\$2000
<b>Total project cost (bid price) \$</b>	\$10000	\$9000	\$8000
<b>Proposed guaranteed Indigenous Subcontractors/Suppliers % of Contract</b>	50%	33%	25%
<b>Calculation of points</b>	50%/50% = 100% of total points available	33%/50% = 66% of total points available	25/50% = 50% of total points available
<p><i>If only one bidder makes a commitment with respect to guaranteed Member Employment, points will be assigned, at Canada’s discretion, based on the assessed socio-economic benefit to the Area of the Contract.</i></p>			
<p><b>3. SKILLS DEVELOPMENT PLAN (TRAINING):</b></p> <p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Members from the Area of the Contract at no additional cost under this Contract. “Training and Apprenticeship” 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>On-the-job 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>Trade Apprenticeship and Trade Skills and Professional Development hours must count toward Red Seal Trade Certification or Professional Requirements in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of “Calculated Number of Trades Apprenticeship and Trade Skills Development Hours”.</p> <p>To establish the total training score, “Health and Safety Hours” and “Calculated Number of Trade Apprenticeship and Trade Skills Development Hours” will be added together. Each responsive bid will be prorated against the bidder proposing the highest number of total training hours, with the proposal committing to the highest number of training hours receiving full points.</p>			
			<b>20 Points</b>

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	Bidder 1	Bidder 2	Bidder 3
<b>Proposed number of Health &amp; Safety Training Hours certified through a recognized third party organization</b>	20 hours	35 hours	60 hours
<b>Proposed number of Trade Apprenticeship and Trade Skill Development Hours</b>	100 hours	50 hours	0 hours
<b>Calculated number of Trade Apprenticeship and Trade Skills Development Hours (with 1.5 multiplier – for scoring purposes only)</b>	100 hours * 1.5= 150	50 hours * 1.5 = 75	0 hours * 1.5 =0
<b>Total number of training hours proposed</b>	170 hours	110 hours	60 hours
<b>Calculation of points</b>	170/170 = 100% of total points available	110/170 = 65% of total points available	60/170 = 35% of total points available
<i>If only one bidder makes a commitment with respect to delivery of on-the-job training and apprenticeship programs, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the Area of the Contract.</i>			
<b>TOTAL POSSIBLE POINTS</b>			<b>100 Points</b>

### 3. Bidder Guarantee and Certification

- Information provided may be subject to verification.
- For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation Plan and periodically receive performance monitoring results.
- Bidders will be held to guarantees/ certifications made under their Indigenous Participation Plan, regardless of the points achieved under the evaluation of the IPP evaluation criteria.
- By submitting a bid, the Bidder certifies its IPP 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.

Example Guarantee Table Format:

1. Human Resources Plan		
Guaranteed % of Indigenous Labour = ____ %		
Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours

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Bidders to include the # of hours to be worked, categories, overall percentage of labour, labour hours and the total project hours.		
<b>2. Indigenous Business Plan</b>		
Guaranteed % Indigenous Subcontracting = ____ %		
<b>Subcontractor or Supplier Name</b>	<b>Value of work to be Sub-contracted</b>	
<b>3. Skills Development Plan</b>		
<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Indigenous Training Hours</b>
Bidders MUST include type of training and hours of training.		

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## ANNEX G TO PART 5 OF THE BID SOLICITATION

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

**\*\* to be completed by the bidder \*\***

#### Requirements

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

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

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

#### Supplier Information

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

#### 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:** \_\_\_\_\_



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## ANNEX H TO PART 5 OF THE BID SOLICITATION

### FORMER PUBLIC SERVANT

**\*\* to be completed by the bidder \*\***

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

#### Definitions

For the purposes of this clause,

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

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

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

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?    Yes ( <input type="checkbox"/> ) No ( <input type="checkbox"/> )
--

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.

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

### **Work Force Adjustment Directive**

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

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.