



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Waste Services, Yellowknife	
<b>Solicitation No. - N° de l'invitation</b> EW076-160327/A	<b>Date</b> 2015-11-30
<b>Client Reference No. - N° de référence du client</b> EW076-160327	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-016-9679	
<b>File No. - N° de dossier</b> WPG-5-38063 (016)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-01-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hall, Marlene	<b>Buyer Id - Id de l'acheteur</b> wpg016
<b>Telephone No. - N° de téléphone</b> (204) 230-0147 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **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>) 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

#### **2.2.1 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### **2.3 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 FPSs 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

## **2.5 Applicable Laws**

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

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1. It is **MANDATORY** that Bidders submit prices/rates for EVERY line item in the Basis of Payment, including the Contract Periods and Contract Option Periods.
2. Pricing **MUST** be firm and include ALL costs associated with providing the service in accordance with the Statement of Work in Annex A, GST extra.
3. GST, if applicable, is to be shown as a separate item on any resulting invoice.
4. Pricing must be provided as per the unit of issue requested.
5. Should there be an error in the extended pricing of the Bidder's offer, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bidder's offer will be changed to reflect the quantities stated in this document.
6. This section, when complete, will be considered as the Bidder's Financial Proposal.

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### **3.1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- (a) Ability to perform the full scope of the work as identified in Annex A – Statement of Work;
- (b) The Bidder must have a waste removal license for each territory;
- (c) The Bidder must provide a permit or a letter, approved by municipal authorities, authorizing the bidder's disposal area as an approved site for the disposal of garbage.

#### **4.1.2 Financial Evaluation**

Refer to Annex F, Financial Evaluation and Contractor Selection

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

### **4.2 Basis of Selection**

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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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. 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 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from 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.

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **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 this 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>) issued by Public Works and Government Services Canada.

#### **6.3.1 General Conditions**

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from January 1, 2016 to December 31, 2016 inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 at least three (3) calendar days 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.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marlene Hall  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue  
Winnipeg, MB. R3B 0T6

Telephone: 204 230-0147  
Fax: 204 983-7796  
Email: [marlene.hall@pwgsc-tpsgc.gc.ca](mailto:marlene.hall@pwgsc-tpsgc.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: *A contact to be named at date of contract issuance*

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount 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 Monthly Payment**

*SACC Manual clause H1008C (2008-05-12), Monthly Payment*

## **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.9 Certifications**

### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **6.9.2 SACC Manual Clauses**

*SACC Manual Clause A3015C (2014-06-26), Certifications - 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 Manitoba.

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### 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 general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) Annex D, Aboriginal Opportunities Considerations (AOC) Certification, if applicable
- (g) Annex E, Aboriginal Opportunities Considerations, if applicable
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

### 6.12 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

### 6.13 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## ANNEX "A"

### STATEMENT OF WORK

The requirement is for the supply of all labour, materials, equipment, transportation and supervision required for the provision of Garbage Removal.

#### **Part A GENERAL WORK**

##### **1. AREA OF COVERAGE**

The garbage removal services will take place within the city limits of Yellowknife, NWT.

##### **2. REGULAR WORK HOURS**

The Contractor must perform the work during regular business hours of 08:00 – 16:00 unless otherwise requested by the Project Authority.

##### **3. SITE ACCESS**

The Contractor must obtain permission to access the site and this permission may be obtained from the project authority or the authorized representative.

##### **4. WORKMANSHIP**

- 4.1 In the event of a conflict between any federal, territory, or municipal code, regulation, act or standard, the most stringent shall apply.
- 4.2 All of the codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Contract.
- 4.3 Furnish all certificates and permits for all work to the Project Authority/Departmental Representative upon request.
- 4.4 All required licenses, certificates, and permits must be kept current throughout the entire term of this contract.

##### **5. EQUIPMENT**

The Contractor is responsible for maintaining all vehicle and equipment. Repairs and all other operating expenses of the equipment, including fuel, licensing, washing, sanitizing, storage, etc., are the Contractor's responsibility. Vehicles with leaking hydraulics may be denied access to government sites at the discretion of the Site Authority.

##### **6. SAFETY REQUIREMENTS**

- 6.1 General. The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the work.
- 6.2 Work Procedures and Equipment.
  - .1 All work procedures and equipment will be in accordance with legislated standards.

**6.3 Safety Personnel and Responsibility:**

- .1 The Contractor must supply competent personnel, implement their safety program and ensure that territorial safety and health standards are being complied with.

**6.4 Delay Due to Health and Safety Regulations infractions:**

- .1 The Contractor must include all provisions of the Contract in any agreement with sub-contractors and hold all sub-contractors equally responsible for safe work performance.
- .2 If the Contractor is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Contractor will, without additional cost to Canada, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the contract supervisor to avoid delay in the final completion of the work or any operation thereof.

**6.5 Overloading.** No part of the work must be loaded to the point which will endanger its safety.

**6.6 Falsework.** Falsework must conform with CSA S269.1-1975, national, territorial and/or local codes and by-laws governing this type of work.

**7. EQUIPMENT REQUIREMENTS**

The Contractor must ensure that all truck and certified operators are capable and qualified to perform the work described herein in a most efficient manner.

**8. PROVISIONS**

The Contractor must make the provision for the possibility to remove frozen garbage from containers located at outside pickup points.

**9. TITLE**

The Contractor must ensure that the title to waste is transferred to him as soon as the Contractor takes possession of the waste, and the Contractor must dispose of such waste in accordance with the requirements of the Contract, if any, and in accordance with applicable law.

**Part B GARBAGE REMOVAL**

**1.0 GENERAL**

The Contractor must be able to perform all labour, materials, transportation equipment and supervision required for the garbage removal and related work as outlined herein.

**2.0 SCOPE**

- 2.1 Garbage includes, wet and dry garbage, industrial wastes, foliage and food by-products, and is required to be removed from various points of pick-ups listed in the Pick-up Schedule, Article 4. Bin Rental may be required and must include delivery, removal, relocation, and maintenance of bins.
- 2.2 Garbage removal and pickup of the following containers are required for rental and pickup.
  - 4-cubic yard exterior container

**3. DELIVERABLES**

- 3.1 The Contractor must provide bulk containers and at the points of pick-up where bin rental is required. The associated costs for additional containers and additional service must be charged in accordance with the rates indicated in Annex B, Basis of Payment.
- 3.2 The positioning of the containers at their locations must be no closer than 4 meters to any building other than those designated by the Project Authority or Departmental Representative. All bulk containers must be fitted with spring loaded lids.
- 3.3 A truck and certified operator capable of transporting garbage from the areas identified in the WORK are required, and must be done so in the most efficient manner.

**4. LOCATIONS, RENTALS AND PICK-UP SCHEDULE**

Item	Building Name / Address	Type of Bin	Number / Size of Bins	Weekly pick up Schedule
1	Aspen Apartments 5204 51st St	Front Loading	one / 6 cu. yd bin	Monday Thursday
2	Tradeshop 5007 44th St	Front Loading	one / 4 cu. yd bin	Monday Thursday
3	Lanky Court 998 1025 Forrest Park	Front Loading	three / 4 cu. yd bins	Monday Thursday
4	Rat Lake 1057-1097 35 Rycon Drive	Front Loading	three / 4 cu. yd bins	Monday Thursday
5	Sissons Court 963 994 Sissons Court	Front Loading	three / 4 cu. yd bins	Monday Thursday
6	Monthly rental Sissons Court	Front Loading	4 cu. yd	

## **ANNEX "B"**

### **BASIS OF PAYMENT**

The Contractor will be paid in accordance with the Basis of Pricing, Pricing Schedules. Pricing includes ALL costs associated with providing the services, GST, if applicable, is to be shown as a separate item on any resulting invoice..

#### **Equipment Rental**

Equipment Rental charge(s) must include delivery, removal, and all costs associated with relocation and maintenance.

#### **Collection Charges**

The collection charges must include transportation, pickup, delivery, storage, bailing, permits, cost of disposal and other related service charges or fees as applicable.

**NOTE:** If the City of Yellowknife increases fees applicable to this service in excess of 5% during the period of the Contract, prices may be renegotiated at time of exercising the contract option period. Documentation of fee increase must be provided.

**BASIS OF PRICING - PRICING SCHEDULES**

**A) Contract Period - year 1: January 1, 2016 – December 31, 2016**

Item	Description	Qty	Unit of Issue	Collection Charges for both owned and rented bins.	Extended Annual Price
1.	Aspen Apartments Collection of outside waste bin at 103-313 5204 51 <sup>st</sup> Street  Front end service – one 6 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
2.	Tradeshop Collection of outside waste bin at 5007 44 <sup>th</sup> Street  Front end service – one 4 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
3.	Lanky Court Collection of outside waste bin at 998-1025 Forrest Park  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
4.	Rat Lake Collection of outside waste bin at 1057-1097 35 Rycon Drive.  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
5.	Sissons Court Collection of outside waste bin at 963-994 Sissons Court  Front end service – three 6 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
6.	<b>Monthly rental</b> of one - 4 cu yd bin (Sissons Court)	36	each	\$_____/month	\$

**B) Contract Period - year 2: January 1, 2017 – December 31, 2017**

Item	Description	Qty	Unit of Issue	Collection Charges for both owned and rented bins.	Extended Annual Price
1.	Aspen Apartments Collection of outside waste bin at 103-313 5204 51 <sup>st</sup> Street  Front end service – one 6 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
2.	Tradeshop Collection of outside waste bin at 5007 44 <sup>th</sup> Street  Front end service – one 4 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
3.	Lanky Court Collection of outside waste bin at 998-1025 Forrest Park  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
4.	Rat Lake Collection of outside waste bin at 1057-1097 35 Rycon Drive.  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
5.	Sissons Court Collection of outside waste bin at 963-994 Sissons Court  Front end service – three 6 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
6.	<b>Monthly rental</b> of one - 4 cu yd bin (Sissons Court)	36	each	\$_____/month	\$

**C) Contract Option Period 1 – January 1, 2018 – December 31, 2018**

Item	Description	Qty	Unit of Issue	Collection Charges for both owned and rented bins.	Extended Annual Price
1.	Aspen Apartments Collection of outside waste bin at 103-313 5204 51 <sup>st</sup> Street  Front end service – one 6 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
2.	Tradeshop Collection of outside waste bin at 5007 44 <sup>th</sup> Street  Front end service – one 4 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
3.	Lanky Court Collection of outside waste bin at 998-1025 Forrest Park  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
4.	Rat Lake Collection of outside waste bin at 1057-1097 35 Rycon Drive.  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
5.	Sissons Court Collection of outside waste bin at 963-994 Sissons Court  Front end service – three 6 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
6.	<b>Monthly rental</b> of one - 4 cu yd bin (Sissons Court)	36	each	\$_____/month	\$

**D) Contract Option Period 2 – January 1, 2019 – December 31, 2019**

Item	Description	Qty	Unit of Issue	Collection Charges for both owned and rented bins.	Extended Annual Price
1.	Aspen Apartments Collection of outside waste bin at 103-313 5204 51 <sup>st</sup> Street  Front end service – one 6 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
2.	Tradeshop Collection of outside waste bin at 5007 44 <sup>th</sup> Street  Front end service – one 4 cu yd bin Frequency- twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
3.	Lanky Court Collection of outside waste bin at 998-1025 Forrest Park  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
4.	Rat Lake Collection of outside waste bin at 1057-1097 35 Rycon Drive.  Front end service – three 4 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
5.	Sissons Court Collection of outside waste bin at 963-994 Sissons Court  Front end service – three 6 cu yd bin Frequency twice weekly (Mon & Thurs)	104	Per Collection (Pick up)	\$_____/per collection / pick-up	\$
6.	<b>Monthly rental</b> of one - 4 cu yd bin (Sissons Court)	36	each	\$_____/month	\$

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### A. 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 Public Works and Government Services Canada.
  - 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.

#### B. AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation

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## ANNEX "D"

### ABORIGINAL OPPORTUNITIES CONSIDERATIONS (AOC) CERTIFICATION

In this requirement, it is not mandatory for Bidders to include Aboriginal Opportunities Considerations (AOC) as part of their Proposal.

Aboriginal Opportunities Considerations (AOC) will allow for up to a maximum of 2% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the AOC Evaluation Criteria detailed in Annex E. The total actual bid price will be used for evaluation purposes of the AOC Criteria and will be calculated by reducing the total aggregated bid price by a percentage equal to the total number of points assigned through the AOC Evaluation Criteria. This provides for socioeconomic benefits in the region

#### PART I AOC CERTIFICATION and LIQUIDATED DAMAGES

Bidders are to submit duly completed certifications if a guarantee of Aboriginal Employee(s) is being provided (part II). If no Aboriginal Employee(s) guarantee is provided as part of their proposal then the liquidated damages conditions will not apply and this certification needs not be completed. Refer to Part II and Part III.

If an Aboriginal Employee(s) guarantee is provided as part of the proposal, the Contractor must submit the following duly completed certification with complete and accurate details on its Aboriginal Labour Content guarantee each year. Prior to each Contract Period, the Contracting Authority will inform the Contractor to submit the duly completed AOC Employee Content certification form. The Contractor will be given a 30 day time frame to meet this requirement.

For the purpose of the liquidated damages calculation, in the event the contractor does not meet its guaranteed AOC target, liquidated damages may be assessed. An amount up to but not to exceed \_\_\_\_% (*insert percentage equal to the bid points assigned to the AOC commitment/representation at time of evaluation*) of the Contract Value may be deducted from the next Contract Period pricing as liquidated damages. Refer to the calculation example below.

Sixty days prior to completion of each Contract period, the Contractor must submit a certification on its Aboriginal Labour Content guarantee for the year. In the event the contractor did not meet its AOC Employee Content target for the year, liquidated damages equal to the percentage not achieved for the year may be assessed against the contract value for the next contract period.

Ninety day prior to completion of Final Contract period, the Contractor must submit a certification on its Aboriginal Labour Content guarantee for its final year. In the event the contractor does not meet its AOC Employee Content target for the final year, liquidated damages equal to the percentage not achieved for the year may be assessed against the final year contract value.

Failure to comply with the request of the Contracting Authority to submit the certification within a 30 day time period may result in a full \_\_\_\_% reduction.

**Example:**

Case-by-case-consideration is given to Contractors' ability to demonstrate AOC Aboriginal employment targets.

Liquidated damage calculation in the range of .5% to 2% as defined in Annex E, AOC Evaluation Criteria.

Calculation of liquidated damages reduction will be:  $A - B = C$

Description	Column A % Proposed	Column B % Achieved	Column C Liquidated damages (unit price reduction)
Contractors AOC employment target at Contract Award: 51-75% of total labour hours	1.5%		N/A
Contractors AOC employment target certification for year 1: 26-50% of total labour hours		1%	.5% unit price reduction
Contractors AOC employment target certification for year 2: 51-75% of total labour hours		1.5%	N/A
Contractors AOC employment target certification for year 3: 51-75% of total labour hours		1.5%	N/A
Contractors AOC employment target certification for year 4: 26%-50% of total labour hours		1%	.5% unit price reduction



### Part III Liquidated Damages

The contractor acknowledges that:

- 1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims and Self-Government Agreement (the "Tlicho Agreement"); and
- 1.2 pursuant to Article 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tlicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
  - 1.2.1 the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of suppliers that are Tlicho which can act as sub-contractors in assisting with the carrying out of the contract.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Tlicho Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
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.1

3. The contractor acknowledges that the "Tlicho Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Tlicho Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Tlicho Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

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## ANNEX "E"

### ABORIGINAL OPPORTUNITIES CONSIDERATIONS

#### **Tlicho Land Claims Agreement**

The *Tlicho Agreement Implementation Plan*, Annex A, Sheet 26-3, Article 2, Planning Assumptions, states:

"In order to stimulate socio-economic benefits through the procurement process, and whenever practicable and consistent with sound procurement practices, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid evaluation criteria for the awarding of government contracts which are wholly or partly in Môwhì Gogha Dè Nîîtâèè (NWT):

- a. the inclusion of an Aboriginal Benefits Plan which will assist with socio-economic development projects which are wholly or partly in Môwhì Gogha Dè Nîîtâèè (NWT); or
- b. the employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services, or use of suppliers that are Tlicho which can act as sub-contractors in assisting with the carrying out of the contract; or
- c. the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Tlicho Citizens."

#### For purposes of interpretation:

"Aboriginal supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Aboriginal Citizens, or is a cooperative controlled by Aboriginal Citizens, or is an Aboriginal Citizens' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

#### **Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Tlicho Representations" and that untrue statements may result in the tender being declared non-responsive.

#### **Treatment of Representations and Warranties**

The Bidder acknowledges that:

- a) the Minister relies upon the "Tlicho Representations" to evaluate bids; and
- b) the "Tlicho Representations" shall become covenants under any contract(s) resulting from this solicitation.

**Contracting Policy Notice 2006-4**

26.3 Government Employment and Contracts

26.3.1 Where government carries out public activities wholly or partly in Mōwhì Gogha Dè Nīitáèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and

**AOC Evaluation Criteria**

Bidders must ensure that its AOC documentation demonstrates sufficient evidence to assess the compliance of the proposal with the criteria listed herein. It is the sole responsibility of the Bidder to provide sufficient information within its proposal to enable the Evaluation Committee to complete its evaluation. Bidders must include reference material it wishes to be considered. Material and/or documents outside the proposal will not be considered. URL links to Bidders website will not be considered. No prior knowledge or experience will be taken into consideration.

Item	<b>Aboriginal Opportunities Consideration (AOC)</b> The area of the contract is within the Monfwi Gogha De Niitlee identified in the Tlicho Land Claims and Self-Government Agreement and proximate to Yellowknife and Akaitcho Dene First Nation Communities of Dettah and N'Dilo.	Score	Percentage Deduction
1.	<p>The employment of Tlicho First Nation labour, engagement of Tlicho First Nation professional services or the use of Tlicho suppliers which can act as sub-contractors in assisting with the carrying out of the work</p> <p>The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>a) 5 – 25% of total labour hours .5 point            b) 26 – 50% of total labour hours 1 point            c) 51 – 75% of total labour hours 1.5 points            d) 76 – 100% of total labour hours 2 points</p>		
	Maximum total points available	2	
	Maximum percentage deduction earned		

**ANNEX "F"**

**FINANCIAL EVALUATION AND CONTRACTOR SELECTION**

**Financial Evaluation**

The BID EVALUATION TOTAL will be calculated as follows:

1. Total Aggregated Price of extended item values from within the Pricing Schedules; Contract Periods and Contract Option Periods.
2. Less "AOC" price reduction, if applicable.  
 (For opportunity to achieve up to a 2% price reduction of their bid, Bidder must address the AOC Evaluation Criteria detailed in Annex E)
3. The lowest priced responsive bid will be recommended for award of a contract.

Total Aggregated Price means:

Contract Period year 1 total extended prices plus  
 Contract Period year 2 total extended prices plus  
 Contract Option Period 1 total extended prices plus  
 Contract Option Period 2 total extended prices  
 TOTAL = Total Aggregated Price

The AOC EVALUATION will be calculated as follows:

1. Aboriginal Opportunities Considerations (AOC) allows for up to a maximum of 2% downward adjustment, for evaluation purposes only, to a proponent's price in accordance with the "AOC" Bid Criteria detailed in Annex E.
2. For evaluation purposes, the total bid price will be calculated by reducing the total aggregated bid price by the AOC downward adjustment percentage (if applicable) based on the total number of points assigned through the AOC evaluation (Annex E).

Financial Evaluation Example

<b>Evaluation Criteria</b>	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Total Aggregated Price (extended item values from within Contract Periods and Contract Option Periods)	\$53,500.00	\$55,000.00	\$53,000.00
AOC downward adjustment	\$53,500 x 1% (\$535.00)	\$55,000 x 2% (\$1,100.00)	N/A
Price for evaluation purposes	\$52,965.00	\$53,900.00	\$53,000.00
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>