



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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

Title - Sujet CAM E Site Supervision	
Solicitation No. - N° de l'invitation EW699-162239/A	Date 2016-03-18
Client Reference No. - N° de référence du client AANDC EW699-162239	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-013-10727	
File No. - N° de dossier NCS-5-38320 (013)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-02	Time Zone Fuseau horaire Central Daylight Saving Time CDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur ncs013
Telephone No. - N° de téléphone (204) 510-9736 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE, NORTH TOWER 10025 JASPER AVE EDMONTON Alberta T5J1S6 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
Northern Contaminated Site Program
ATB Place North Tower
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

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

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Client Ref. No. - N° de réf. du client
AANDC EW699-162239

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38320

Buyer ID - Id de l'acheteur
ncs013
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Inuit Benefits Criteria, Technical and Management Evaluation Criteria, the Insurance Requirements, Health and Safety Requirements, the Federal Contractors Program for Employment Equity – Certification, the Task Authorization Form 572, and Inuit Benefits Plan reporting

1.2 Summary

Public Works and Government Services Canada requires, on behalf of the Aboriginal Affairs and Northern Development Canada (AANDC), Prime Consultant services to manage, administer, and provide expert review of the work carried out by the remediation Contractor at the CAM-E (Keith Bay) Intermediate Distant Early Warnings Line (DEW Line) Station. The contract will be in place for approximately four years from date of award.

The background for the CAM-E site remediation is provided in the current remediation tender specifications currently posted on the Public Works and Government Services Canada website link: <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-NCS-012-10655>

Ensure the remediation work is done in accordance with the Remediation Contract. The project goals that are to be addressed while implementing the remediation work for the CAM-E site generally encompass the following:

1. Minimize human health and safety risks
2. Protect fish, wildlife and vegetation
3. Protect water quality
4. Minimize environmental impacts during remediation
5. Return the site to its original condition where possible
6. Minimize long term care and maintenance
7. Apply overall cost-effectiveness considerations
8. Ensure remediation work is in accordance with remediation contract
9. Ensure the remediation is compliant to the Indian and Northern Affairs Canada (INAC)

Abandoned Military Site Remediation Protocol (AMSRP) latest revision

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (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.

2.3 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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 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.

2.6 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 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

A bidders' conference will be held by teleconference on April 18, 2016. The teleconference will begin at 11:00 CT at phone number 1-877-413-4781, ID: 884 265 2. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than April 15, 2016.

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

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 (1 hard original and 3 hard copies)
- Section II: Management Bid (1 hard original and 3 hard copies)
- Section III: Financial Bid (1 hard copy)
- Section IV: 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should 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 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.

Section II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Financial Bid

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section IV: 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, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical, Management and Inuit Benefits Criteria Evaluation

Mandatory and point rated technical and management evaluation criteria are included in Annex A: Technical, Management and Inuit Benefits Criteria Evaluation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum points specified for criteria numbers 1.1.1, 1.1.2 and 1.1.3 for the technical evaluation, and
- d. obtain the required minimum of 234.5 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 395 points.

- 2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score (consisting of Technical, Management, and Inuit Benefits Criteria), the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 % .
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 % .
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$95/135 \times 60 = 40.89$
	Pricing Schedule	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

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-pwpsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwpsc.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 specified 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 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.

5.3.2 Education and Experience

5.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.3.3 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 7 calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 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 E.

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.

6.2 Health and Safety Requirements

The bidder must comply with the applicable Health and Safety Requirements as specified in Annex "F", Health and Safety Requirement and any other Provincial and/or Federal Environmental, Health and Safety Requirements as may be required.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

7.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex H.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

-
- i. the authorized task number or task revision number(s);
 - ii. a title or a brief description of each authorized task;
 - iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
 - iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - v. the start and completion date for each authorized task; and
 - vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2035](#)(2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Amanda Wiebe
Title: A/Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Ave., Winnipeg, MB R3B 0T6

Telephone: 204-510-9736

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Buyer ID - Id de l'acheteur
ncs013
CCC No./N° CCC - FMS No./N° VME

Facsimile: 204-983-7796
E-mail address: Amanda.wiebe@pwgcs-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.

7.6.2 Project Authority

The Project Authority for the Contract is: To be announced.

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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.

7.6.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.7 Proactive Disclosure of Contracts with Former Public Servant

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.

7.8 Payment

7.8.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.8.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.3 Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.8.4 Time Verification

Time Verification (2008-05-12) C0711C

7.9 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;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.10 Certifications

7.10.1 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.

7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

7.12 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 [2035](#) (2015-07-03), - Higher Complexity - Services, apply to and form part of the Contract.
- (c) Annex A, Statement of Work;

-
- (d) Annex B, Inuit Benefits Criteria;
 - (e) Annex C, Basis of Payment;
 - (f) Annex D, Technical, and Management Criteria;
 - (g) Annex E, Insurance Requirements;
 - (h) Annex F, Health and Safety Requirements;
 - (i) Annex G, Federal Contractors Program for Employment Equity - Certification;
 - (j) Annex H, Task Authorization Form PWGSC-TPSGC 572;
 - (k) Annex I, Inuit Benefits Plan Reporting;
 - (l) the signed Task Authorizations (including all of its annexes, if any);
 - (m) the Contractor's bid dated _____

7.13 Insurance Requirements

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

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

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

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ANNEX "A" STATEMENT OF WORK

See attached ATT01

ANNEX "B" - INUIT BENEFITS CRITERIA

Nunavut Land Claims Agreement

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal.

The requirements of the **Nunavut Land Claims Agreement** (NLCA) apply to this procurement. Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The NLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as an Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

EVALUATION CRITERIA

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of Nunavut Land Claim Agreements. <http://nlca.tunnngavik.com/>

24.6.1 Whenever practicable, and consistent with sound procurement management, 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 criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

INUIT FIRM

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

For more information, please contact:

Nunavut Tunngavik Incorporated

Rankin Inlet
P.O. Box 280
Rankin Inlet, NU
X0C 0G0

888-236-5400 (toll free)
867-645-5400 (local phone)
867-645-3451 (local fax)

ANNEX "C" BASIS OF PRICING

(WILL FORM THE BASIS OF PAYMENT)

1. Professional Fees

1.1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, GST extra. The rates will be firm for the full period of the Contract.

1.2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.

1.3 Personnel substituted, with the prior approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.

1.4 Overtime will be charged at the firm hourly rate, no multiplier shall be allowed.

2. Disbursements

2.1 Communications

Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees above. This fixed fee % will remain unchanged for the full period of the contract.

2.2 Major Disbursements

2.2.1 Major disbursements will be recovered at cost plus a firm fixed percentage. Major disbursements shall include: materials, supplies, testing & analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans). The amounts payable shall not exceed the amount negotiated for each resulting Task Authorization without prior authorization from the Project Authority.

2.2.2 Major disbursements must be project related and must not include expenses that are related to the normal operation of the Consultant's business. The following costs must be included in the fees required to deliver the consultant services and will not be reimbursed separately:

- _ computers;
- _ software;
- _ cameras;
- _ video cameras
- _ hand held GPS units;
- _ satellite phones.

2.3 Travel and Living Expenses

2.3.1 In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint Council Travel Directive travel and living allowances, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class.

All travel must have prior authorization of the Project Authority

All payments are subject to government audit.

2.3.2 All information relating to the National Joint Council Travel Directive can be access through the following web site: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

3. Limitation of Expenditure

With the exception of the firm elements above, the amounts shown in the respective categories of the Basis of Pricing are estimates, and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized Task Authorization does not exceed the limitation of expenditure specified in the authorized Task Authorization.

4. Prices are F.O.B: Destination

Proposed Basis Of Pricing Table (Will Form Basis of Payment)

5. Financial Evaluation

Financial Bids will be evaluated as follows:

NOTE: All Hourly Rates for Professional Fees and percentages for Communications and Major Disbursements used for evaluation will be taken from the Financial Bid.

- The consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate including overhead and profit, detailed in the Unit Price Table, GST extra. The rates will be firm for the period of the Contract as detailed below.
- All-inclusive hourly fees shall be exclusive of disbursements and administration costs.
- Failure to insert an hourly rate for each position listed will render your bid non-responsive.
- Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.
- The Sub-Total Evaluated Rates for A, B, C, and D will be added to the calculations for Communications and Major Disbursements to equal the Total Evaluated Financial Bid Price (See G, Summary of Estimated Costs, below.)

Professional Fees Unit Price Table

A. Period: Date of Award - March 31, 2017

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	10	\$	\$
Senior Professional	10	\$	\$
Intermediate Professional	10	\$	\$
Junior Professional	5	\$	\$
Resident Engineer	25	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$

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Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
Sub-Total Evaluated Rate (100%)			\$

B. Period: April 1, 2017 - March 31, 2018

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	10	\$	\$
Senior Professional	10	\$	\$
Intermediate Professional	10	\$	\$
Junior Professional	5	\$	\$
Resident Engineer	25	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
Sub-Total Evaluated Rate (100%)			\$

C. Period: April 1, 2018 - March 31, 2019

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	10	\$	\$
Senior Professional	10	\$	\$
Intermediate Professional	10	\$	\$
Junior Professional	5	\$	\$
Resident Engineer	25	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$

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	100		
Sub-Total Evaluated Rate (100%)			\$

D. Period: April 1, 2019 - March 31, 2020

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	10	\$	\$
Senior Professional	10	\$	\$
Intermediate Professional	10	\$	\$
Junior Professional	5	\$	\$
Resident Engineer	25	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
Sub-Total Evaluated Rate (100%)			\$

Others - Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-10 above.

ITEM	Resource Category/Title	Hourly Rate (Cnd \$)

E. Communications

Firm Fixed Fee ___%

For evaluation purposes, the firm fixed fee percentage provided will be applied to the Total Extended Price to calculate the Total Communications Fee Estimate and will be included in the Total Evaluated Price. If no percentage fee is inserted a 0% fee will apply for evaluation and to the contract for all TA's.

Sub-Total Evaluated Rates (A+B+C+D) x Firm Fixed Fee at _____% = Total \$ _____

F. Major Disbursements

Firm Fixed Fee ___%

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Estimated at \$600,000.00 (for evaluation purposes only) x (1 + Firm Fixed %) =

Total \$ _____

G. Summary of Estimated Costs

Sub-Total Evaluated Rates for Professional Fees (A+B+C+D)	\$
Communications (E)	\$
Major Disbursements (F)	\$
Total Evaluated Financial Bid Price (GST Extra)	\$

EXAMPLE – below is an example of how financial proposals will be evaluated

A. Date of Award - March 31, 2017

Professional Fees			
<i>Resource Category/Title</i>	<i>Estimated Usage/Weight (%)</i>	<i>Hourly Rate</i>	<i>Evaluated Rate</i>
<i>Senior Lead/Principal</i>	5	\$105.00	\$ 525.00
<i>Senior Professional</i>	15	\$105.00	\$ 1,575.00
<i>Intermediate Professional</i>	15	\$95.00	\$ 1,425.00
<i>Junior Professional</i>	15	\$75.00	\$ 1,125.00
<i>Resident Engineer</i>	10	\$90.00	\$ 900.00
<i>Senior Technologist</i>	10	\$95.00	\$ 950.00
<i>Intermediate Technologist</i>	10	\$70.00	\$ 700.00
<i>Junior Technologist</i>	10	\$65.00	\$ 650.00
<i>CADD/Draftperson</i>	5	\$60.00	\$ 300.00
<i>Administration</i>	5	\$60.00	\$ 300.00
	100		
Sub-Total Evaluated Rate (100%)			\$ 8,450.00

B. Communications

Firm Fixed Fee 2%

Sub-Total Evaluated Rates (\$8,450.00) x Firm Fixed Fee at 2% = Total \$ 169.00

C. Major Disbursements

Firm Fixed Fee 5%

Estimated at \$100.00 (for evaluation purposes only) x (1 + Firm Fixed 5%) =
 Total \$ 105.00

D. Summary of Estimated Costs

<i>Sub-Total Evaluated Rates for Professional Fees (A)</i>	\$ 8,450.00
<i>Communications (B)</i>	\$ 169.00
<i>Major Disbursements (C)</i>	\$ 105.00
<i>Total Evaluated Financial Bid Price (GST Extra)</i>	\$ 8,724.00

ANNEX “D” – Technical, Management and Inuit Benefits Criteria Evaluation

1.0 Technical – Mandatory and Point Rated Criteria					
Discussions on experience, knowledge and methodology, and project summaries are demonstrated for all bullets (sub tasks) identified within the scope of work.					
As indicated under Part 3, Section 3.1 on the RFP, Technical Bid, “The technical bid should 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.”					
1.1 Scope of Work (refer to section 5 of the Statement of Work (SOW))					
Task	Criteria			Total Points Available	Weight Factor
	<u>Experience of proposed individuals:</u> The bidder must demonstrate, for the individuals proposed for the following positions: Senior Lead/Principal Senior Professional 1) overall recent (< 7 years) and relevant corporate experience in each task and associated sub-tasks as identified in the SOW; 2) the firm’s specific depth and breadth of relevant experience in completing the tasks including associated: • experience in working with First Nations; • experience in working with various levels of government; • experience in working in northern remote locations; • experience working in locations north of 60.	<u>Knowledge/Methodology:</u> The bidder must demonstrate: 1) knowledge of each task and associated sub-tasks; 2) a methodology in approaching each task; 3) typical challenges when dealing with each discipline, along with related mitigating measures; 4) proposed approaches to logistical planning for the tasks as appropriate, including those related to northern remote locations.	<u>Project Summaries:</u> The bidder must provide summaries of the requested number of recent (< 7 years), relevant projects for each task. Summaries shall include: • project team members; • project location; • problems/obstacles that were encountered during the project and how they were addressed; • logistical details surrounding the project. Note: each summary should be a maximum 3 pages. Bidders should include a minimum of 3 summaries.		
1.1.1 Site Supervision (refer to section 5.1 of the SOW)	10	10	10	30 Pass Mark: (50%) or 15 Points	1.5

1.1.2 Project Management (refer to section 5.2 of the SOW)	10	10	10	30 Pass Mark: (50%) or 15 Points	1.5
1.1.3 Design Review and Approval (refer to section 5.3 of the SOW)	10	10	10	30 Pass Mark: (50%) or 15 Points	1.5
1.2 Potential Additional Work (refer to section 8 of the SOW)					
1.2.1 Human Health and Ecological Risk Assessment (refer to section 8.1 of the SOW)	10	10	10	30	1
1.2.2 Geotechnical Assessments (refer to section 8.2 of the SOW)	10	10	10	30	1
1.2.3 Geophysical Assessments (refer to section 8.3 of the SOW)	10	10	10	30	1
1.3 Clear Concise and Complete Proposal					
1.3.1 Proposal is well organized, respondent to all portions of RFP and well written.				30	1
2.0 MANAGEMENT – POINT RATED					
2.1 Senior Lead/Principal (Main company contact)					
Identified Senior Lead/Principal and Senior Professional Team – this section should provide details of relevant experience/qualifications of the senior lead/principal as it relates to providing client service and managing multidisciplinary teams. This section should also include how the senior professional team (to be defined by the bidder) intends to deliver on projects with respect to the contract including their proposed roles, responsibilities, and interactions within their discipline, with other disciplines, with the client contact, and with the senior lead/professional.				10	2.5
2.2 Resident Engineer and Cross Shift					

Identified Resident Engineers (5 pts each)with recent (<10 years Ago) and relevant (northern site [north of 60] resident engineering) experience	10	4
2.3 Organization Chart		
Submitted a detailed Organization Chart(s) of the Project Team illustrating PWGSC Contact Points, Consultant's Staff, Sub-Contractors, relationships of each and integration of the various components. This chart clearly indicated the relationships of all parties to the contractor, particularly for the issues of determining Prime Contractors and Sub-contractors.	10	1.5
3.0 INUIT BENEFITS CRITERIA – Point Rated		
The requirements of the <u>Nunavut Land Claims Agreement (NLCA)</u> apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.		
3.1 HEAD OFFICE: Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut settlement Area	5	1
3.2 Training: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the area of the contract at no additional cost under this project. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.	15	1
3.3 Inuit Labour: Bidders will be evaluated on their firm guarantee to use Inuit employment from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff. Percentages should be supported by list of specific positions that may or will be staffed by Inuit personnel. Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and review of Departmental Representative statistics records on Inuit labour on site 0 - 25% - of total labour hours 0 - 5 points 26 - 50% - of total labour hours 6- 10 points 51 - 75% - of total labour hours 11 – 15 points 76 - 100% - of total labour hours 16 – 20 points	20	1
<u>Guarantee of Inuit Employee Content:</u> Bidders complete this section if a guarantee is being provided. Total Estimated Person Hours For This Project: _____(A) Total Estimated Inuit Person Hours For This Project: _____(B) A/B = _____% *** Penalties and Incentives Conditions will apply to this criterion.		

<p>3.4</p>	<p>Sub-contractors/Suppliers: Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the contract not the number of businesses used.</p> <p>0 - 25% - of total labour hours 0 - 5 points 26 - 50% - of total labour hours 6- 10 points 51 - 75% - of total labour hours 11 – 15 points 76 - 100% - of total labour hours 16 – 20 points</p> <p>Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract</p> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Est. Cost for Supplies/Materials/Equipment/Services from Inuit companies For This Project : _____ (A) Total Est. Cost of the Contract: _____ (B)</p> <p>A/B = _____%</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>	<p>20</p>	<p>1</p>
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TECHNICAL EVALUATION SUMMARY

Technical and Management Evaluation (1&2)

Technical Point Rated Criteria				
Criterion	Weight Factor	Rating	Individual Pass Mark	Weighting Factor
1.1.1 Site Supervision	1.5	0-30	15	0-45
1.1.2 Project Management	1.5	0-30	15	0-45
1.1.3 Design Review and Approval	1.5	0-30	15	0-45
1.2.1 Human Health and Ecological Risk Assessment	1	0-30	n/a	0-30
1.2.2 Geological Assessment	1	0-30	n/a	0-30
1.2.3 Geophysical Assessments	1	0-30	n/a	0-30
1.3.1 Proposal	1	0-30	n/a	0-30
2.1 Senior Lead/Principal	2.5	0-10	n/a	0-25
2.2 Resident Engineer and Cross Shift	4	0-10*	n/a	0-40
2.3 Organization Chart	1.5	0-10	n/a	0-15
Technical Rating				0-335
Minimum Acceptable Points (70% Pass Mark)				234.5

* Personnel are rated on a scale of 0-10. Where applicable, personnel that are worth 5 points will be rated on a scale of 0-10 and then divided by 2 to obtain the total evaluated score out of 5.

To be considered further, bidders must achieve a minimum pass mark for each section and an overall Technical Rating on items 1 and 2 of 234.5 points out of the 335 points available as specified above. No further consideration will be given to bidders not achieving the pass marks identified.

Inuit Benefits Plan (3)

Points assigned to bidders Inuit Benefits Plan provided will be added to the bidders overall technical score. Points assigned will not be used to calculate the bidders minimum technical score under items 1 and 2 above.

Criterion	Rating
3.1 Offices	0-5
3.2 Training	0-15
3.3 Inuit Labour	0-20
3.4 Sub-contracting/Suppliers	0-20
Inuit Benefits Criterion Rating (No minimum Pass mark)	0-60

Total Available Technical Score

Rating	Possible Range
Technical Rating (1&2)	0-335
Inuit Benefits Plan Rating (3)	0-60
Total Technical Points Available	395

Generic Evaluation Table (To be used in the evaluation of bidders Technical and Management proposals only)

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. At the time of evaluating proposals, the PWGSC Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement

	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
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CONTRACTOR SELECTION: TECHNICAL AND FINANCIAL SCORING TABLE

Contractor Selection - Assessed Best Value = Merit + Cost		
Merit: Bidder's Overall Total Points Achieved/Total Points Available X 60%	_____ of 60	
Cost: Lowest Total Evaluated Financial Bid Price/Bidder's Total Evaluated Financial Bid Price X 40%	_____ of 40	
Assessed Best Value Total Score	_____ of 100	

Overall Technical Points (Merit)	395
1) Technical Criteria	255
2) Management Criteria	80
3) Inuit Benefits Criteria	60

ANNEX "E" INSURANCE REQUIREMENTS

1.1 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

-
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

1.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

1.3 Environmental Impairment Liability Insurance

1. The Contractor must obtain Pollution Legal Liability - Fixed Site Coverage 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Pollution Legal Liability - Fixed Site Coverage 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

1.4 Automobile Liability Insurance

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.

ANNEX "F" HEALTH AND SAFETY REQUIREMENTS

1. Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
 - a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

2. Employer/Prime Consultant:

1. During the Construction Stage
 - a) The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Construction Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

ANNEX "G" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. - N° de l'invitation
EW699-162239/A
Client Ref. No. - N° de réf. du client
AANDC EW699-162239

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38320

Buyer ID - Id de l'acheteur
ncs013
CCC No./N° CCC - FMS No./N° VME

ANNEX "H" - TASK AUTHORIZATION FORM PWGSC-TPSGC 572

See ATT02

ANNEX "I" – INUIT BENEFITS PLAN (IBP) REPORTING

1. The tables below must be used by bidders to submit their proposals.
2. If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the IBP portion of their bid. The following tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on an annual basis (April 1st of every calendar year)
3. Information provided may be subject to verification.

Return Reports to:
 Amanda Wiebe
 Amanda.wiebe@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office or other Facilities in Nunavut

Provide Current Business address
Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA Settlement Area.

TABLE 2 - Certification of Inuit Training

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidders to include type training, hours, and %				

TABLE 3 - Certification of Inuit Labour Content

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidders to include the # of hours worked				

TABLE 4 - Certification of Inuit Content for Sub-Contracting/Business Content:

Name & Position Title (Provide name(s) where possible)	Inuit Employee		Non Inuit Employee	
	Proposed	Actual	Proposed	Actual
Bidder to include the value of Sub-Contracted work				

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AANDC EW699-162239

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-5-38320

Buyer ID - Id de l'acheteur
ncs013
CCC No./N° CCC - FMS No./N° VME

Certification

The Bidder should submit the following certification if a guarantee of Inuit Benefit Plan is being provided at time of bid submission.

The IBP Certification and IBP Achievement Reports must also be submitted prior to final payment with details how the Contractors met its' IBP guarantee.

Failure to comply with the request to submit the certification and report within a 15 day time period may result in a full 1% penalty.

CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its guarantee of all Inuit content for contracting submitted with its bid is accurate and complete

Inuit Benefits Plan Incentive and Penalty Conditions

1. Under the provisions of the proposed contract, where the contractor meets the Inuit employment guarantee and meets the Inuit Sub-contractor/Supplier guarantee specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified number of Inuit employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Inuit employment guarantees, an amount of up to 1% of the final contract value may be deducted from the hold back provisions and reallocated to Canada. (Table 2A)
3. In the event the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Inuit sub-contractors/Suppliers guarantees, an amount of up to 1% of the final contract value may be deducted from the hold back provisions and reallocated to Canada. (Table 2B)
4. In the event the contractor hires additional onsite Inuit resources above the established employment guarantees that were certified in the bid, which results in Inuit employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1A)
5. In the event the contractor exceeds the percentage of Inuit Sub-contractors/Suppliers guarantees that were certified in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1B)
6. Contractors who exceed the IBP guarantee under one criterion but fall short on the other may be evaluated for a penalty and a bonus. The Inuit Incentive and Penalty Conditions as specified above in 2. 3. 4. and 5. will be assessed based on the formulas identified herein.

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

INUIT EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST			
CONTRACTOR: _____			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Inuit Labour Person Hours		
2	Percentage of Inuit Sub-Contracting/Supplier costs		
3	Final Contract Value (no gst)	\$	
4	<p>Certified Onsite Inuit employment guarantee met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1A</p> <p>Shortfall - Contractor may be penalized up to 1% of the final contract value</p> <p>Proceed to Table 2A</p>		
5	<p>Certified INUIT Sub-contracting/Supplier guarantee met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1B</p> <p>Shortfall - Contractor may be penalized up to 1% of the final contract value</p> <p>Proceed to Table 2B</p>		
6	COMMENTS:		

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR INCENTIVE BONUS									
ITEM#	REQUIREMENT	WEIGHT	SCORE						
1	<p>INCREASED ONSITE INUIT LABOUR:</p> <p>Note: Inuit participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Inuit labour for the project based on the following:</p> <p style="text-align: center;">% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">0 - 33% of total onsite labour hours</td> <td style="width: 50%;">0 - 19 points</td> </tr> <tr> <td>34 - 66 % of total onsite labor hours</td> <td>20 - 39 points</td> </tr> <tr> <td>67 - 100 % of total onsite labour hours</td> <td>40 - 60 points</td> </tr> </table>	0 - 33% of total onsite labour hours	0 - 19 points	34 - 66 % of total onsite labor hours	20 - 39 points	67 - 100 % of total onsite labour hours	40 - 60 points	60	
0 - 33% of total onsite labour hours	0 - 19 points								
34 - 66 % of total onsite labor hours	20 - 39 points								
67 - 100 % of total onsite labour hours	40 - 60 points								
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase the onsite Inuit labour guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to increase the guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit guarantees.</p>	40							
3	TOTAL ASSESSED SCORE	100							
4	RECOMMENDED INUIT LABOUR INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)	\$							
5	COMMENTS/JUSTIFICATIONS:								
6	SIGNATURE OF EVALUATION PANEL:								
	<p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>								

TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT SUB-CONTRACTING/SUPPLIER GUARANTEE:</p> <p>Calculate the percentage increase of Inuit Sub-Contracting/Supplier costs for the project based on the following:</p> $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$ <p>0 - 33% of total Sub-Contracting/Supplier Costs 0 - 19 points 34 - 66 % of total Sub-Contracting/Supplier Costs 20 - 39 points 67 - 100 % of total Sub-Contracting/Supplier Costs 40 - 60 points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase sub-contracting/supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to increase the guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit guarantees</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 2A - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Notes: percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Inuit employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 2B - ASSESSMENT OF INUIT
 SUB-CONTRACTING/SUPPLIER PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\text{_____}}{\text{_____}} \%$ 51% - 100% = 30 - 60 points</p> <p>Note: Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>		