



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Roof Repair	
Solicitation No. - N° de l'invitation ET025-170317/A	Date 2016-07-27
Client Reference No. - N° de référence du client DND ET025-170317	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-014-9945
File No. - N° de dossier PWZ-6-39061 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-18	
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: Fagan, Mike	Buyer Id - Id de l'acheteur pwz014
Telephone No. - N° de téléphone (204) 296-5375 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3B0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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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INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

Bidders are hereby informed that this procurement is subject to the Inuit of Nunavut Land Claims Agreement – Article 24 – Government Contracts

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI08, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements, Document Safeguarding Location".

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI10.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

LISTING of SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex D at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

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- SI12 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
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APPENDIX 1 - INTEGRITY PROVISIONS

APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

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ANNEX C - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX D - LISTING OF SUBCONTRACTORS

ANNEX E - INUIT BENEFITS PLAN

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is **(204) 983-0338**.

SI04 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling number **(204) 983-3774**.

SI05 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI06 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI07 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI08 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **Prior to Contract award, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

SI09 WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission 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), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder 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 bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications ([Appendix 4](#)) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at [Appendix 4](#).

If you accept fill out and sign [Appendix 4](#)

** The journey-person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

SI11 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 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.tunngavik.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 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)

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SI12 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - b. Industrial Security Manual (Latest Edition).

SC02 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) 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.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC03 WORKPLACE SAFETY AND HEALTH

1. EMPLOYER/PRIME CONTRACTOR - *for Work in the Nunavut Territory*

1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: *after contract award, Contractor is ordered by a Change Order*

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

NUNAVUT

Workers' Safety and Compensation
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer
Telephone: (867) 669- 4403
Facsimile: (867) 873- 0262

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DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2016-04-04);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Roof Repairs, FOL Hangar, DND, Iqaluit, NU

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ _____ excluding applicable tax(es).
(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of one hundred and twenty (120) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within twelve (12) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

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APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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APPENDIX 3 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

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ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

See attached.

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ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

See attached.

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

ANNEX D - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

ANNEX E - INUIT BENEFITS PLAN

Evaluation and Assessment of Benefits Plan Guarantee

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the Benefits Plan submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered, material and/or documents outside the proposal will not be considered. URL links to website will not be considered. No prior knowledge or experience will be taken into consideration.

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

Contractor Selection

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 10% Inuit Benefits Plan and 90% for the price.

IBP Score = $\frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 10\%$

Cost Score = $\frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 90\%$

IBP Bid Criteria:

BID CRITERIA		TOTAL AVAIL. POINTS								
1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the NLCA Settlement Area.		5 Points								
<p>2. TRAINING: Bidder 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 NLCA at no additional cost under this project.</p> <table><tr><td>0 - 25% - of total training hours</td><td>0 – 3.5 points</td></tr><tr><td>26 - 50% - of total training hours</td><td>4.0 – 7.5 points</td></tr><tr><td>51 - 75% - of total training hours</td><td>8.0 – 11.5 points</td></tr><tr><td>76 - 100% - of total training hours</td><td>12.0 – 15.0 points</td></tr></table> <p><u>Guarantee of Inuit Training:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total No. Of Inuit Training Hours For This Contract: (A)</u> Total No. Of Training Hours For This Contract: (B)</p> <p>A/B = ____%</p> <p>*** Penalty Conditions will apply to this criterion</p>		0 - 25% - of total training hours	0 – 3.5 points	26 - 50% - of total training hours	4.0 – 7.5 points	51 - 75% - of total training hours	8.0 – 11.5 points	76 - 100% - of total training hours	12.0 – 15.0 points	15 points
0 - 25% - of total training hours	0 – 3.5 points									
26 - 50% - of total training hours	4.0 – 7.5 points									
51 - 75% - of total training hours	8.0 – 11.5 points									
76 - 100% - of total training hours	12.0 – 15.0 points									
<p>3. LABOUR: The employment of Inuit in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit employment from the NLCA 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.</p> <table><tr><td>0 - 25% - of total labour hours</td><td>0 - 10 points</td></tr><tr><td>26 - 50% - of total labour hours</td><td>11- 20 points</td></tr><tr><td>51 - 75% - of total labour hours</td><td>21 – 30 points</td></tr><tr><td>76 - 100% - of total labour hours</td><td>31 – 40 points</td></tr></table> <p><u>Guarantee of Inuit Employee Content:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total No. Of Inuit Labour Hours For This Contract: (A)</u> Total No. Of Labour Hours For This Contract: (B)</p> <p>A/B = ____%</p> <p>*** Penalty Conditions will apply to this criterion.</p>		0 - 25% - of total labour hours	0 - 10 points	26 - 50% - of total labour hours	11- 20 points	51 - 75% - of total labour hours	21 – 30 points	76 - 100% - of total labour hours	31 – 40 points	40 Points
0 - 25% - of total labour hours	0 - 10 points									
26 - 50% - of total labour hours	11- 20 points									
51 - 75% - of total labour hours	21 – 30 points									
76 - 100% - of total labour hours	31 – 40 points									

<p>4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Inuit, or Inuit firms, in carrying out the contract.</p> <p>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.</p> <p>Note: if the Prime Contractor is an Inuit owned business from the area of the contract, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract.</p> <table><tr><td>0 - 25% - of total cost</td><td>0 - 10 points</td></tr><tr><td>26 - 50% - of total cost</td><td>11- 20 points</td></tr><tr><td>51 - 75% - of total cost</td><td>21 – 30 points</td></tr><tr><td>76 - 100% - of total cost</td><td>31 – 40 points</td></tr></table> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total Est. Cost for Supplies/Materials/Equip/Services procured from Inuit companies For This Project (A)</u> Total Bid Price (B)</p> <p>A/B = _____ %</p> <p>*** Penalty Conditions will apply to this criterion.</p>	0 - 25% - of total cost	0 - 10 points	26 - 50% - of total cost	11- 20 points	51 - 75% - of total cost	21 – 30 points	76 - 100% - of total cost	31 – 40 points	40 Points
0 - 25% - of total cost	0 - 10 points								
26 - 50% - of total cost	11- 20 points								
51 - 75% - of total cost	21 – 30 points								
76 - 100% - of total cost	31 – 40 points								
TOTAL POSSIBLE POINTS	100 Points								

BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – Head Office

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

TABLE 2 – Guarantee of Inuit TrainingTotal No. Of Inuit Training Hours For This ProjectTotal No. Of Training Hours For This Project

= _____ %

Name & Position Title (Provide name(s) where possible)	Inuit Employee	Non Inuit Employee
Bidders to include type of training and hours of training.		

TABLE 3 – Guarantee of Inuit Labour ContentTotal No. Of Inuit Person Hours for This ProjectTotal No. Of Person Hours for This Project

= _____ %

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

TABLE 4 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:Total Estimated Cost For Supplies/Materials, Equip And Services Procured From Inuit Companies for This ProjectTotal Bid Price

= _____ %

Company Name	Aboriginal / Inuit Company	Non- Aboriginal / Inuit Company
Bidder to include the value of work to be Sub-Contracted.		

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Bidder Certification

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

INUIT BENEFIT PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its Benefits Plan guarantee for contracting submitted with its bid is accurate and complete.

CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract / prior to final payment.
2. Information provided may be subject to verification.
3. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
4. 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.

Return Reports to:

Contracting Authority Name: Mike Fagan

Email: mike.fagan@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Contractors must confirm the existence of head offices, staffed administrative offices or other staffed facilities in the NLCA area. .

TABLE 2 – Achievement of Inuit Training

Total No. Of Inuit Training Hours For This Project:

_____ Hours

Total No. Of Training Hours for This Project:

_____ Hours

Total No. Of Inuit Training Hours For This Project

Total No. Of Training Hours For This Project

= _____ %

Name & Position Title (Provide name(s) where possible)	<u>Inuit</u> Employee	Non <u>Inuit</u> Employee
Contractor must include type training, hours, and % complete		

TABLE 3 – Achievement of Inuit Labour Content

Total Person Hours for This Project:

_____ Hours

Total Inuit Person Hours for This Project:

_____ Hours

Total No. Of Inuit Person Hours for This Project

Total No. Of Person Hours for This Project

= _____ %

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

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

Total value of procured goods or services for this project: \$ _____

Total value of Inuit procured goods or services for this project: \$ _____

Total Cost For Supplies/Materials, Equip And Services Procured From Inuit Companies for This Project _____
Final Contract Value

= _____ %

Company Name	<u>Inuit</u> Company	Non- <u>Inuit</u> Company
Contractor to include the value of Sub-Contracted work		

CONTRACTOR CERTIFICATION

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

INUIT BENEFITS PLAN PENALTY CONDITIONS

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

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

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

TABLE 2B - ASSESSMENT OF ONSITE INUIT <i>LABOUR PENALTY</i>			
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 = $\frac{\text{Achieved}}{\text{Proposed}}$ = _____ %</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.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.40%</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 2C - 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:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}}$ = _____ %</p> <p>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:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p> <p>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	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.40%</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		