



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services
Canada

ATB Place North Tower

10025 Jasper Ave./10025 ave. Jaspe

5th floor/5e étage

Edmonton

Alberta

T5J 1S6

Bid Fax: (780) 497-3510

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
ATB Place North Tower

10025 Jasper Ave./10025 ave. Jaspe

5th floor/5e étage

Edmonton

Alberta

T5J 1S6

Title - Sujet Greenstone Building Fit-Up	
Solicitation No. - N° de l'invitation EW038-172580/A	Date 2017-01-30
Client Reference No. - N° de référence du client PWGSC EW038-172580	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-107-10995
File No. - N° de dossier PWU-6-39304 (107)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-15	
Time Zone Fuseau horaire Mountain Standard Time MST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Anthony, Mary	Buyer Id - Id de l'acheteur pwu107
Telephone No. - N° de téléphone (780) 237-7582 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Greenstone Building 50 Avenue Yellowknife NT X1A2P6 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

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI09, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements, Document Safeguarding Location".

SUPPORT THE USE OF APPRENTICES

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>

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC06.

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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
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BA08 Signature

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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 OPTIONAL SITE VISIT

There will be a site visit on February 7, 2017 at 11:00 am. Interested bidders are to meet at:
Greenstone Building, (main lobby in front of the Security Desk)
5105 – 50 Avenue, Yellowknife, NT.

SI04 REVISION OF BID

A bid may be revised by facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (780) 497-3510.

SI05 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 emailing mary.anthony@pwgsc.gc.ca

SI06 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).

SI07 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.

SI08 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. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At 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.

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. 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. 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 2) 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 2.

If you accept fill out and sign Appendix 2.

** The journeyperson-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 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.

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 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 the CISD/ PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
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).

There is no document security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

SC04 WORKPLACE SAFETY AND HEALTH

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety 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 Principal 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 Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal 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.

NORTHWEST TERRITORIES

Workers' Safety and Compensation
 Northwest Territories and Nunavut
 Prevention Services
 Box 8888
 Yellowknife, NT, X1A 2R3
 Attention: Chief Industrial Safety Officer

Telephone: (867) 669-4418
 Facsimile: (867) 873-0262

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

SC05 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. quality of workmanship
 - b. time
 - c. project management
 - d. contract management
 - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
 - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

C06 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

- "Architectural and Engineering Services ":
means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.
- "Construction Services ":
means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.
- "Facility Maintenance Services ":
means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

SC07 Tlicho Land Claims and Self-Government Agreement

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

The requirements of the **Tlicho Land Claims and Self-Government Agreement** (TLCA) apply to this procurement.

Bidders are requested to maximize local, regional and Aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Tlicho citizens and businesses, in carrying out the work under this project.

The CLCA 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 Aboriginal Opportunities Consideration, and bidders propose Aboriginal Opportunities in their bid submission via an Aboriginal Opportunities Consideration.

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a). http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìtâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Tlicho employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

The area of contract is within the Mòwhì Gogha Dè Nìtâèè (MGD) and the City of Yellowknife.

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

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.

BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION**

Greenstone Building Fit-up for Public Works and Government Services Canada
Project # R.060385.008/012

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#): _____

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 sixty [60] 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 fifteen [15] 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

APPENDIX 1 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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:

APPENDIX 3 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is :

Name : Mary Anthony

Title : Procurement Specialist

Department : Public Works and Government Services Canada

Division : Real Property Contracting

Telephone : (780) – 237-7582

e-mail : mary.anthony@pwgsc.gc.ca

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - ____

e-mail : _____

ANNEX A – SECURITY REQUIREMENTS CHECKLIST (SRCL)



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NOV 01 2016

Contract Number / Numéro du contrat

R.060385.007

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction Real Property
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Construction contract for PWGSC at Greenstone Building in Yellowknife		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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Gouvernement du Canada

Contract Number / Numéro du contrat

R.060385.007

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis :

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
Non ☐ Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☒ Yes
Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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

ANNEX A - CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work Greenstone Building Fit-up for Public Works and Government Services Canada	Contract No. EW038-172580
	Project No. R.060385.008/012

Name of Insurer, Broker or Agent Code	Address (No., Street)	City	Province	Postal
---	------------------------------	-------------	-----------------	---------------

Name of Insured (Contractor) Postal Code	Address (No., Street)	City	Province
--	------------------------------	-------------	-----------------

Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

--

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)
Telephone number

Signature
Date D / M / Y

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

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.

[illegible]

(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 - Aboriginal Opportunities Consideration (AOC)

Evaluation and Assessment of Opportunities Consideration Guarantee

For a bid to be assigned points for guarantees made in respect of any AOC 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 Opportunities Consideration 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 AOC 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 Aboriginal Opportunities Consideration 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 AOC and price. The ratio will be 10% for the Aboriginal Opportunities Consideration and 90% for the price.

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

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

AOC Bid Criteria:

BID CRITERIA	TOTAL AVAIL. POINTS								
<p>The area of the Contract is within Môwhì Gogha Dè Nîitâèè (MGD), as defined in the Tlicho Land Claims and Self- Government Agreement, which includes the City of Yellowknife, the community of Dettah, and the four Tlicho communities.</p> <p>The requirements of the Tlicho Land Claims and Self-Government Agreement (TLCA) apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.</p>									
<p>1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the defined contract area.</p>	<p>5 Points</p>								
<p>2. LABOUR: The employment of Aboriginal people in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use onsite Aboriginal people from the area of the contract in carrying out the work. The percentages identified below relate specifically to onsite labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by list of specific positions that may or will be staffed by Aboriginal personnel. Onsite Aboriginal employment will be confirmed during activities based on supporting documentation provided by the Contractor and review of Departmental Representative statistics records on Aboriginal labour on site.</p> <table data-bbox="219 993 781 1104"> <tr> <td>0 - 25% - of total labour hours</td><td>0 - 12 points</td></tr> <tr> <td>26 - 50% - of total labour hours</td><td>13- 25 points</td></tr> <tr> <td>51 - 75% - of total labour hours</td><td>26 – 38 points</td></tr> <tr> <td>76 - 100% - of total labour hours</td><td>39 – 50 points</td></tr> </table> <p>* Penalty Conditions will apply to this criterion.</p>	0 - 25% - of total labour hours	0 - 12 points	26 - 50% - of total labour hours	13- 25 points	51 - 75% - of total labour hours	26 – 38 points	76 - 100% - of total labour hours	39 – 50 points	<p>50 Points</p>
0 - 25% - of total labour hours	0 - 12 points								
26 - 50% - of total labour hours	13- 25 points								
51 - 75% - of total labour hours	26 – 38 points								
76 - 100% - of total labour hours	39 – 50 points								

<p>3. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from Aboriginal people from the area of the contract associated with the contract.</p> <p>Note: if the Prime Contractor is an Aboriginal owned business, the total dollar value of the Aboriginal contracting shall also include the contractor's share of the contract.</p> <p>If Contractor is an Aboriginal firm, the entire value of the contract, LESS any non-Aboriginal sub-contracting for both goods and services, would apply to the total of line (A) below.</p> <table border="0"> <tr> <td>0 - 25% - of total cost</td> <td>0 - 11 points</td> </tr> <tr> <td>26 - 50% - of total cost</td> <td>12-23 points</td> </tr> <tr> <td>51 - 75% - of total cost</td> <td>24 - 35 points</td> </tr> <tr> <td>76 - 100% - of total cost</td> <td>36 - 45 points</td> </tr> </table> <p>* Penalty Conditions will apply to this criterion.</p>	0 - 25% - of total cost	0 - 11 points	26 - 50% - of total cost	12-23 points	51 - 75% - of total cost	24 - 35 points	76 - 100% - of total cost	36 - 45 points	<p>45 Points</p>
0 - 25% - of total cost	0 - 11 points								
26 - 50% - of total cost	12-23 points								
51 - 75% - of total cost	24 - 35 points								
76 - 100% - of total cost	36 - 45 points								
<p>TOTAL POSSIBLE POINTS</p>	<p>100 Points</p>								
<p>Total Bidder Points</p>									

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 area of the contract.

TABLE 2 – Guarantee of Aboriginal Labour ContentTotal No. Of Aboriginal Person Hours for This Contract

Total No. Of Person Hours for This Contract

= _____ %

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

TABLE 3 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Estimated Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Contract

Total Bid Price

= _____%

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

Bidder Certification

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

ABORIGINAL OPPORTUNITIES CONSIDERATION CERTIFICATION:_____
PRINT NAME_____
SIGNATURE_____
DATE

The bidder certifies its Aboriginal Opportunities Considerations guarantee for contracting submitted with its bid is accurate and complete.

CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an AOC 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 AOC 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. The contractor must indicate if any objectives were not met and identify why not.
2. Information provided may be subject to verification.
3. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
4. Failure to comply with the request to submit the certification and report within a 15 day time period may result in a 1% penalty.

Return Reports to:

Contracting Authority Name: Mary Anthony

Email: mary.anthony@pwgsc.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 area of the contract.

TABLE 2 – Achievement of Aboriginal Labour ContentTotal No. Of Aboriginal Person Hours for This ContractTotal No. Of Person Hours for This Contract

= _____ %

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

TABLE 3 – Achievement of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Estimated Cost For Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Contract
Final Contract Value

= _____ %

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

CONTRACTOR CERTIFICATION

ABORIGINAL OPPORTUNITIES CONSIDERATION ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

ABORIGINAL OPPORTUNITIES CONSIDERATION PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of onsite Aboriginal employee hours worked on the project and fails to demonstrate they have made diligent efforts to fulfill their onsite Aboriginal employment guarantees, an amount of up to .5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1A)
3. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to .5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
4. 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.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. 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 AOC 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 AOC calculation at the time of change order or amendment negotiation.

**TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL
LABOUR PENALTY**

ITEM#	REQUIREMENT	Total Available Score	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}}$ = _____ % *60%</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 Aboriginal 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 AOC employment guarantee.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY:</p> <p>$(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times .5\%$</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 1B - ASSESSMENT OF ABORIGINAL
SUB-CONTRACTING/SUPPLIER PENALTY**

ITEM#	REQUIREMENT	Total Available Score	SCORE
1	<p>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}}$ = _____ % *60%</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 Aboriginal 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 AOC sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY:</p> <p>(100 - total assessed score)% x (Final contract value) x .5%</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		