



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

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 Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

| | |
|---|---|
| Title - Sujet PROPANE – Yellowknife, NT | |
| Solicitation No. - N° de l'invitation W6853-174102/A | Date 2017-08-17 |
| Client Reference No. - N° de référence du client W6853-174102 | GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-064-11154 |
| File No. - N° de dossier EDM-7-40074 (064) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-27 | |
| Time Zone Fuseau horaire Mountain Daylight Saving Time MDT | |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Scott, Dallas | Buyer Id - Id de l'acheteur edm064 |
| Telephone No. - N° de téléphone (780)224-7200 () | FAX No. - N° de FAX (780)497-3510 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence DND/RCMP Hangar Building 440 Squadron 101 Britnell Avenue Yellowknife NT | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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 |

TITLE: PROPANE – SQUADRON 440 HANGAR BUILDING

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 This part is intentionally left blank; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Basis of Payment, Standing Offer Reporting, Electronic Payment Instruments, and Aboriginal Opportunities Consideration

1.2 Summary

1.2.1 Regional Individual Standing Offer (RISO) for the supply, transportation, delivery and offloading of liquefied petroleum gas (LPG or propane) as per National Standards of Canada Specification CAN/CGSB-3.14-2013 into offeror owned Tanks on an "as requested" basis to the Department of National Defence (DND), Real Property Operations North Detachment Yellowknife, for the Squadron 440 Hangar building located at 101 Britnell Ave, Yellowknife NT.

The estimated period of the Standing Offer is two (2) years from start date with three (3) – one (1) year option periods.

1.2.2 This procurement is subject to the Tlicho Land Claims and Self-Government Agreement.

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

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1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Bid (one [1] hard copy OR one [1] fax copy)

Section II: Financial Bid (one [1] hard copy OR one [1] fax copy)

Section III: Certifications (one [1] hard copy OR one [1] fax copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Failure to meet any of the following mandatory criteria will render your submission non-compliant and be given no further consideration.

4.1.1.1 Compliance with the terms and conditions contained in this document.

4.1.1.2 Provision of pricing as requested.

4.1.1.3 Ability to perform the full scope of the work, as described in Annex "A".

Tlicho Land Claims and Self-Government Agreement

In this requirement, it is not mandatory for Offerors to include the Aboriginal Opportunity Considerations (AOC) as part of their proposal.

This procurement is subject to the Tlicho Land Claims and Self-Government Agreement.

Offerors are requested to maximize Aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal 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. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

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 Nìtáàè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“deliveries to” means “goods delivered to, and services performed in”.

4.1.2 Financial Evaluation

Items in Annex “B”, Basis of Payment will be calculated to achieve “Total Evaluated Bid Price”

SACC *Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **0** points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of **100** points.
2. Bids not meeting (choose (a) or (b) or (c)) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **10%** for the technical merit and **90%** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **10%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **90%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

| Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | Bidder 1 | Bidder 2 | Bidder 3 | |
| Overall Technical Score | 115/135 | 89/135 | 92/135 | |
| Bid Evaluated Price | \$55,000.00 | \$50,000.00 | \$45,000.00 | |
| Calculations | Technical Merit Score | $115/135 \times 60 = 51.11$ | $89/135 \times 60 = 39.56$ | $92/135 \times 60 = 40.89$ |
| | Pricing Score | $45/55 \times 40 = 32.73$ | $45/50 \times 40 = 36.00$ | $45/45 \times 40 = 40.00$ |
| Combined Rating | 83.84 | 75.56 | 80.89 | |
| Overall Rating | 1st | 3rd | 2nd | |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - THIS PART IS INTENTIONALLY LEFT BLANK

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1A Offer

7.1.1A The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2A Security Requirements

7.2.1A There is no security requirement applicable to the Standing Offer.

7.3A Standard Clauses and Conditions

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

7.3.1A General Conditions

2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2A Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.4A Term of Standing Offer

7.4.1A Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive (*inserted at Standing Offer issuance*).

7.4.2A Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period (*inserted at Standing Offer issuance*), from _____ to _____ (*inserted at Standing Offer issuance*) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3A Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

7.5A Authorities

7.5.1A Standing Offer Authority

The Standing Offer Authority is:

Dallas Scott
Procurement Officer
Public Services and Procurement Canada
Acquisitions Branch
Western Region

ATB Place, North Tower
5th Floor, 10025 – Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: 780 – 224 – 7200
Facsimile: 780 – 497 – 3510
E-mail address: dallas.scott@pwgsc-tps.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2A Project Authority

The Project Authority for the Standing Offer is:

(To be named in the Standing Offer)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3A Offeror's Representative

(To be completed by the bidder)

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

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

7.6A Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____ *(inserted at Standing Offer issuance)*.

7.7A Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*

7.8A Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ *(inserted at Standing Offer issuance)*.

7.9A Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(inserted at Standing Offer issuance)* unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10A Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Reporting;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.11A Certifications and Additional Information

7.11.1A Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12A Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.13A Price Adjustment - Petroleum Products

SACC Manual clause [M3501C](#) (2008-05-12), Price Adjustment - Petroleum Products

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1B Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2B Standard Clauses and Conditions

7.2.1B General Conditions

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

7.3B Term of Contract

7.3.1B Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4B Payment

7.4.1B Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex "B" for a cost of \$ _____ (in accordance with the call-up against the Standing Offer). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2B Limitation of Price

SACC Manual clause [C6000C](#) (2008-05-12), Limitation of Price

7.4.3B Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

7.4.4B SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor
[C2505C](#) (2008-05-12), Propane – Provincial Fuel Tax Excluded

7.4.5B Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5B Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.6B Insurance

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

7.7B SACC Manual Clauses

[A9019C](#) (2011-05-16), Hazardous Waste Disposal
[A9039C](#) (2008-05-12), Salvage
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations
[B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products
[B7500C](#) (2006-06-16), Excess Goods
[D1304C](#) (2007-11-30), Transportation of Dangerous Goods/Hazardous Products
[D1305C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

ANNEX "A"

REQUIREMENT

1) General

- a) Regional Individual Standing Offer (RISO) for the supply, transportation, delivery and offloading of liquefied petroleum gas (LPG or propane) as per National Standards of Canada Specification CAN/CGSB-3.14-2013 into offeror owned Tanks on an "as requested" basis to the Department of National Defence (DND), Real Property Operations North Detachment Yellowknife, for the Squadron 440 Hangar building located at 101 Britnell Ave, Yellowknife NT.
- b) The offeror must provide, at minimum, a stored propane volume capacity of 10,000 gallons and vaporizer (if required) as identified in Annex "B", Basis of Payment. The offeror will be responsible to maintain the tank(s) and vaporizer on their own or leased land, and install and maintain the underground distribution pipeline (as per regulations), including all piping, fittings, adaptors, and accessories, to the Squadron 440 Hangar building at no additional charge to the Crown. There is no option to locate the tanks on the Squadron 440 Hangar property. If required, the offeror will be responsible for purchasing the land that the tank is to sit upon.
- c) The offeror is liable for any damage caused by the offeror, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the offeror or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the offeror unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Standing Offer.
- d) Upon expiration of the Standing Offer, the removal of piping, fittings, adapters and accessories installed by the offeror as part of this contract will be done by the supplier at no additional charge to the Crown. The offeror must reimburse the Crown for any unused fuel at the expiration of the Standing Offer.

2) Delivery

- a) Delivery Standards
 - i) Method of delivery must be in accordance with the Canadian Standards Board Specifications (CAN/CGSB-3.14-2013, current edition).
 - ii) Method of delivery to conform to the standards of the Canadian Underwriters Association for the storage and handling of liquefied petroleum gases as contained in the Canadian Underwriter's Association Pamphlet No. 58.
 - iii) Product, Use of Pending Approval. If it is determined, following acceptance and during use, that the product does not meet the specification, the offeror agrees to pay twenty-five percent (25%) of the price of the product used and to accept return of the balance at its own expense and refund any payments made therefor.
- b) Delivery Timelines
 - i) Offeror must provide delivery within 8 hours from receipt of a call-up.

c) Delivery Location

- i) Hanger Building – 440 Squadron – 101 Britnell Ave. Yellowknife, NT: propane must be delivered into one (1) offeror owned tank (minimum volume of 10,000 gallon) complete with underground pipeline (as per regulations) to hanger facility.

3) Metered Trucks

- a) Delivery trucks must be equipped with meters capable of giving printed meter slips.
- b) The offeror must provide printed meter slips for each delivery of petroleum products and are to accompany the applicable invoice.
- c) Meters must measure in litres.

4) Conduct of Work

- a) The offeror must ensure the safety of workers and carry out the Work in a diligent and efficient manner in accordance with established industry practice and laws for the health and safety of workers related to the performance of the Work
- b) For execution of the work only, subject to the following:
- i) Movement around site will be subject to restrictions imposed by the Project Authority;
 - ii) Do not unreasonably encumber site with materials or equipment;
 - iii) Maintain work in tidy condition, free from accumulation of waste products and debris; and
 - iv) Execute work with the least possible interference or disturbance to occupants and normal use of premises.

5) Licensing

- a) The offeror must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, territorial or municipal legislation. The offeror must be responsible for any charges imposed by such legislation or regulations. Upon request of the Project Authority, the offeror must provide a copy of any such permit, license, or certificate to Canada.

6) Health and Safety Requirement

- a) Responsibility
- i) All accidents are to be reported to the Project Authority immediately.
- b) Hazardous Material
- i) All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.

c) Unforeseen Hazards

- i) Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report to Project Authority immediately.

d) Government Smoking Policy

- i) Where the performance of work requires the presence of the offeror's personnel on government premises, the offeror must ensure that its personnel must comply with the policy of the Government of Canada which prohibits smoking on any government premises.

7) Environmental Protection Procedures

a) Disposal of Wastes

The following are disposals regulations:

- i) Burying of rubbish or waste materials on site is prohibited;
- ii) Do not dispose of waste or volatile materials, such as, but not limited to, mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
- iii) Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and
- iv) The Contractor must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.

b) Drainage

- i) Contractor must not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.
- ii) Contractor must control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.

8) Workers' Compensation

- a) It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

9) Safety Regulations and Labour Codes

- a) The offeror must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

ANNEX "B"

BASIS OF PAYMENT

- It is mandatory for bidders to fully complete the tables below and submit with their bid
- Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and must be deleted from the pricing below
- Firm Unit Price must be to FOB destination including all delivery charges, customs duties, installation, removal, rental, and applicable taxes, DDP (delivery duty paid)
- All Firm Unit Price is in Canadian Dollars

Liquefied Petroleum Gas (Propane) offered herein is in accordance with the rack rate on the day of each delivery

For the Period of the Standing Offer:

1. The discount per litre will remain firm
2. The rack rate will fluctuate
3. The rack rate on the day of each delivery, will apply
4. The rack rate must be supported by refinery rack rate documentation for each delivery
5. The unit prices for the rental of the tank(s) will remain firm
6. The unit prices for the installation of tank(s) will remain firm

Delivery Location:

- Department of National Defence
DND/RCMP Hangar Building 440 Squadron
101 Britnell Avenue
Yellowknife NT

The information below will be used for evaluation purposes:

The estimated quantities above are used for evaluation purposes only and will not form part of any resultant Standing Offer

For item 1, Propane bulk as per CAN/CGSB-3.14-2013, in each of the tables below: Firm Unit Price must consist of the price imposed by the petroleum producer (Rack Rate) on 2017-09-22 with a Firm Markup.

The offeror must supply the following with their offer submission:

1. Refinery Rack Rate as of 2017-09-22: \$ _____ per litre
2. Refinery used: _____
3. Refinery Rack Rate notification documentation from the refinery

Pricing Formula for the Period: Firm Year 1

| Item | Description | Estimated Annual Usage (A) | Rack Rate (B) | Firm Mark-up per Litre (C) | Firm Unit Price (D) = B + C | Extended Price (E) = A x D |
|--|--|----------------------------|---------------|----------------------------|--------------------------------|-------------------------------|
| 1 | Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Hanger Building – 440 Squadron | 600,000 L | \$ _____ L | \$ _____ L | \$ _____ L | \$ _____ |
| 2 | Yearly rental charge for one (1) propane storage tank in accordance with Annex "A", Statement of Work, including installation and/or removal | 1 Lot | | | \$ _____ ea | \$ _____ |
| 3 | Yearly rental charge for one (1) vaporizer, including brew strap | 1 Lot | | | \$ _____ ea | \$ _____ |
| Evaluated Bid Price for the Period: Firm Year 1 | | | | | | \$ _____ |

Pricing Formula for the Period: Firm Year 2

| Item | Description | Estimated Annual Usage (A) | Rack Rate (B) | Firm Mark-up per Litre (C) | Firm Unit Price (D) = B + C | Extended Price (E) = A x D |
|--|--|----------------------------|---------------|----------------------------|--------------------------------|-------------------------------|
| 1 | Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Hanger Building – 440 Squadron | 600,000 L | \$ _____ L | \$ _____ L | \$ _____ L | \$ _____ |
| 2 | Yearly rental charge for one (1) propane storage tank in accordance with Annex "A", Statement of Work, including installation and/or removal | 1 Lot | | | \$ _____ ea | \$ _____ |
| 3 | Yearly rental charge for one (1) vaporizer, including brew strap | 1 Lot | | | \$ _____ ea | \$ _____ |
| Evaluated Bid Price for the Period: Firm Year 2 | | | | | | \$ _____ |

Pricing Formula for the Period: Option Year 1

| Item | Description | Estimated Annual Usage (A) | Rack Rate (B) | Firm Mark-up per Litre (C) | Firm Unit Price (D) = B + C | Extended Price (E) = A x D |
|--|--|----------------------------|---------------|----------------------------|--------------------------------|-------------------------------|
| 1 | Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Hanger Building – 440 Squadron | 600,000 L | \$ _____ L | \$ _____ L | \$ _____ L | \$ _____ |
| 2 | Yearly rental charge for one (1) propane storage tank in accordance with Annex "A", Statement of Work, including installation and/or removal | 1 Lot | | | \$ _____ ea | \$ _____ |
| 3 | Yearly rental charge for one (1) vaporizer, including brew strap | 1 Lot | | | \$ _____ ea | \$ _____ |
| Evaluated Bid Price for the Period: Option Year 1 | | | | | | \$ _____ |

Pricing Formula for the Period: Option Year 2

| Item | Description | Estimated Annual Usage (A) | Rack Rate (B) | Firm Mark-up per Litre (C) | Firm Unit Price (D) = B + C | Extended Price (E) = A x D |
|--|--|----------------------------|---------------|----------------------------|--------------------------------|-------------------------------|
| 1 | Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Hanger Building – 440 Squadron | 600,000 L | \$ _____ L | \$ _____ L | \$ _____ L | \$ _____ |
| 2 | Yearly rental charge for one (1) propane storage tank in accordance with Annex "A", Statement of Work, including installation and/or removal | 1 Lot | | | \$ _____ ea | \$ _____ |
| 3 | Yearly rental charge for one (1) vaporizer, including brew strap | 1 Lot | | | \$ _____ ea | \$ _____ |
| Evaluated Bid Price for the Period: Option Year 2 | | | | | | \$ _____ |

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Pricing Formula for the Period: Option Year 3

| Item | Description | Estimated Annual Usage (A) | Rack Rate (B) | Firm Mark-up per Litre (C) | Firm Unit Price (D) = B + C | Extended Price (E) = A x D |
|--|--|----------------------------|---------------|----------------------------|--------------------------------|-------------------------------|
| 1 | Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Hanger Building – 440 Squadron | 600,000 L | \$ _____ L | \$ _____ L | \$ _____ L | \$ _____ |
| 2 | Yearly rental charge for one (1) propane storage tank in accordance with Annex "A", Statement of Work, including installation and/or removal | 1 Lot | | | \$ _____ ea | \$ _____ |
| 3 | Yearly rental charge for one (1) vaporizer, including brew strap | 1 Lot | | | \$ _____ ea | \$ _____ |
| Evaluated Bid Price for the Period: Option Year 3 | | | | | | \$ _____ |

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ANNEX "C"

STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups.
Return to:

Facsimile: (780) 497-3510
Email: WST.PA-EDM@pwgsc-tpsgc.gc.ca .

Quarterly Usage Report Schedule:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER: _____
STANDING OFFER NO: _____
DEPARTMENT OR AGENCY: _____

| Department | Call up Number | Dollar Value (GST Included) |
|------------|----------------|-----------------------------|
| | | |
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| | |
|--|--|
| (A) Total Dollar Value Call-ups for this reporting period: | |
| (B) Accumulated Call-up Totals to Date: | |
| (A+B) Total Accumulated Call-ups: | |

NIL REPORT: We have not done any business with the Federal Government this period.

PREPARED BY:

NAME: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

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ANNEX "D"

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "E"

ABORIGINAL OPPORTUNITIES CONSIDERATIONS (AOC)

Evaluation and Assessment of AOC 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 AOC 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. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC guarantee 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 AOC and 90% for the price.

$$\begin{aligned} \text{AOC Score} &= \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 10\% \\ \text{Price Score} &= \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 90\% \end{aligned}$$

ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA

| BID CRITERIA | | | | TOTAL AVAIL. POINTS | | | | | | | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------|----------|----------|--|----------|----------|----------|-----------------------|---------------------------------------|---------------------------------------|---|-----------|
| <p>The area of the Contract is within Mōwhi Gogha Dè Nīītāèè (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. 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 area of the contract.</p> | | | | 5 Points | | | | | | | | | | | | |
| <p>2. TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the area of the contract at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table border="1"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Total number of Aboriginal training hours proposed</td> <td>20 hours</td> <td>35 hours</td> <td>60 hours</td> </tr> <tr> <td>Calculation of points</td> <td>20/60 = 33% of total points available</td> <td>35/60 = 58% of total points available</td> <td>60/60 = 100 % of total points available</td> </tr> </tbody> </table> | | | | | Bidder 1 | Bidder 2 | Bidder 3 | Total number of Aboriginal training hours proposed | 20 hours | 35 hours | 60 hours | Calculation of points | 20/60 = 33% of total points available | 35/60 = 58% of total points available | 60/60 = 100 % of total points available | 15 points |
| | Bidder 1 | Bidder 2 | Bidder 3 | | | | | | | | | | | | | |
| Total number of Aboriginal training hours proposed | 20 hours | 35 hours | 60 hours | | | | | | | | | | | | | |
| Calculation of points | 20/60 = 33% of total points available | 35/60 = 58% of total points available | 60/60 = 100 % of total points available | | | | | | | | | | | | | |
| <p>*** Penalty Conditions will apply to this criterion</p> | | | | | | | | | | | | | | | | |
| <p>3. LABOUR: The employment of onsite Aboriginal 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 on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by onsite Aboriginal. Onsite Aboriginal employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available. ___ % x total points available</p> <p>Example: Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> | | | | 40 Points | | | | | | | | | | | | |
| <p>*** Penalties and will apply to this criterion.</p> | | | | | | | | | | | | | | | | |

| | |
|--|------------------------------|
| <p>4. 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 the 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><u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____ =</p> <p>- <u>Less Non-Aboriginal/subcontracting:</u> \$ _____ =</p> <p>Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = _____ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>_____ % x total points = assigned points 100 %</p> <p>Example: Estimated value of Contract: \$100,000 - <u>Less Non-Aboriginal subcontracting:</u> \$ 45,000 = Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ 55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%</p> <p><u>55 % x 40 = 22 points</u> 100 %</p> <p>*** Penalty Conditions will apply to this criterion.</p> | <p>40 Points</p> |
| <p>TOTAL POSSIBLE POINTS</p> | <p>100 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 Training

| Name & Position Title (Provide name(s) where possible) | Aboriginal Training Hours |
|--|---------------------------|
| Bidders to include type of training and hours of training. | |

TABLE 3 – Guarantee of Onsite Aboriginal Labour Content

Total No. Of onsite Aboriginal Person Hours for This Contract = _____ %
Total No. Of onsite Person Hours for This Contract

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

TABLE 4 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content;

Total Est. 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. | | |

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Bidder Certification

The Bidder should submit the following certification if an AOC guarantee is being provided, either at time of bid submission, or prior to contract award.

ABORIGINAL OPPORTUNITY CONSIDERATION CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its AOC 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 / 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 on at end of contract / prior to final payment.
2. The Contractor must indicate if any objectives were not met, identify why not.
3. Information provided may be subject to verification.
4. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 2% penalty.

Return Reports to:

Contracting Authority Name: Dallas Scott
Email: dallas.scott@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 area of the contract. |

TABLE 2 – Achievement of Aboriginal Training

| Name & Position Title (Provide name(s) where possible) | <u>Aboriginal</u> Training Hours |
|---|---|
| Contractor must include type of training, hours, and % complete | |

TABLE 3 – Achievement of onsite Aboriginal Labour Content

Total No. Of onsite Aboriginal Person Hours for This Contract = _____ %
Total No. Of Employee Hour for This Contract

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

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

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

Final Contract Value
= _____ %

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

CONTRACTOR CERTIFICATION

| | | |
|---|------------------|-------------|
| ABORIGINAL OPPORTUNITY CONSIDERATION ACHIEVEMENT CERTIFICATION: | | |
| _____ | _____ | _____ |
| PRINT NAME | SIGNATURE | DATE |
| The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete. | | |

ABORIGINAL OPPORTUNITY 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 fails to fulfill their certified training guarantee, an amount of up to 1% 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 1A)
3. If the contractor does not meet the certified percentage of onsite Aboriginal employee hours worked on the Contract and fails to fulfill their onsite Aboriginal employment guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
4. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1C)
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 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 ABORIGINAL TRAINING PENALTY | | | |
|---|--|---------------|--------------|
| ITEM# | REQUIREMENT | WEIGHT | SCORE |
| 1 | <p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their Aboriginal Training 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 training guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC training guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC training guarantee.</p> | 40 | |
| 3 | TOTAL ASSESSED SCORE | 40 | |
| 4 | TOTAL CALCULATED PENALTY: (40 - total assessed score)% x (Final contract value) x 1% | \$ | |
| 5 | COMMENTS/JUSTIFICATIONS: | | |
| 6 | <p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer: _____</p> | | |

| TABLE 1B - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY | | | |
|--|---|--------|-------|
| ITEM# | REQUIREMENT | WEIGHT | SCORE |
| 1 | <p>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60\%$</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. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee. 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: (100 - total assessed score)% x (Final contract value) x 0.5%</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 1C - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY | | | |
|---|--|---------------|--------------|
| ITEM# | REQUIREMENT | WEIGHT | SCORE |
| 1 | <p>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60 \%$</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: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees. 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 | TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.5% | \$ | |
| 5 | COMMENTS/JUSTIFICATIONS: | | |
| 6 | <p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p> | | |