



**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

<b>Title - Sujet</b> Painting Services	
<b>Solicitation No. - N° de l'invitation</b> EW076-180729/A	<b>Date</b> 2017-09-14
<b>Client Reference No. - N° de référence du client</b> PWGSC EW076-180729	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-011-11185
<b>File No. - N° de dossier</b> PWU-7-40086 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-10-03</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hugo (RPC), Tammey	<b>Buyer Id - Id de l'acheteur</b> pwu011
<b>Telephone No. - N° de téléphone</b> (780)224-1003 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	
<b>Security - Sécurité</b> 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.	

**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

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to Part 2, item 5.

#### **INTEGRITY PROVISIONS: Changes have been made to the Integrity Provisions - Bid as of 2016-04-04.**

See 01, Integrity Provision – Offer, of 2006 Standard Instructions - Request for Standing Offers for more information.

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) template 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, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security and Insurance Requirements: includes specific requirements that must be addressed by Offerors; 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 Statement of Work, the Basis of Payment, Health & Safety, Usage Reports, Offer, and any other annexes.

### **2. Summary**

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada (PWGSC), to provide painting services work for various Crown housing projects as specified in the Statement of Work within the Yellowknife area.

It is anticipated that one standing offer will be issued to the lowest compliant offeror.

The standing offer will be issued for a term of two (2) years plus one (1) additional one - year option period.

This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Contractors are hereby informed that this procurement is located in a land claims area covered by the Tlicho Land Claims and Self-Government Agreement. See Annex H for details.

### **3. Health & Safety Requirements**

There are Health & Safety requirements associated with this requirement. See Annex C.

### **4. Debriefing**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

## **PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the terms 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.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

**DELETE** sixty (60) days and **INSERT** ninety (90) days

### **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.

#### **2.1 Revision of Offer:**

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: **(780) 497-3510**

#### **2.2 Firm Price and/or Rates:**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

#### **2.3 Form:** Offers not submitted on the prescribed Offer Form will not be considered.

#### **2.4 Alterations:** Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

#### **2.5 Incomplete Offers:** Incomplete offers may be rejected.

#### **2.6 Taxes**

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

## 2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

## 3. Enquiries - Request for Standing Offers

All enquiries MUST be submitted in writing to the Standing Offer Authority no later than [five \(5\)](#) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 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 the province of work.

## 5. Public Works and Government Services Canada Apprentices Procurement Initiative

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://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 journey-person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. General**

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

### **2. Offer Preparation Instructions**

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

Section I: Technical Offer: (1 hard copy)

Section II: Annex E - Financial Offer (1 hard copy)

Section III: Certifications (1 hard 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>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **.1 Electronic Payment of Invoices – Offer (see SC03 Part 7B)**

In accordance with SC03, of Part 7B, if you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E item 3.4 Electronic Payment Instruments, to identify which ones will be accepted.

If Annex "E" Offer - 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.

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.
- (c) Offers shall be evaluated on the basis of the lowest price compliant offer, with the lowest offer being ranked first, the second lowest offer second, and so on.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

**a) MANDATORY REQUIREMENTS** - Required as part of the Offer

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

##### 1.1.2 Aboriginal Opportunities Consideration (AOC)

In this requirement, the AOC will form part of an offeror's technical bid in accordance to the criteria listed in [Annex H and Annex I](#).

**It is not mandatory for Offerors to include the AOC as part of their proposal.**

**c) MANDATORY REQUIREMENTS** - Precedent to issuance of a Standing Offer

- i) Health & Safety Requirements
- ii) Code of Conduct Certifications (*see Part 5 - Certifications*)
- iii) Insurance

#### 1.2. Financial Evaluation

1.2.1 Price Schedule - A rate must be entered for each item.

1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra.

It is anticipated that one standing offer will be issued to the lowest compliant offeror.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

#### Basis of Selection - Highest Combined Rating of Technical AOC 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. AOC Point Rated Criteria has no pass mark. The rating is performed on a scale of 100 points.

2. Bids not meeting (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 issuance of standing offer.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies, for itself and its affiliates, to be in compliance with the Code of Conduct and Certifications clause of the 2006 (2016-04-04) Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Issuance of a Standing Offer**

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

#### **2.1 Health & Safety Requirements - per attached Annex C.**

#### **2.2 Insurance, (Annex F - Insurance Certificate)**

#### **2.3 Former Public Servant – Competitive Requirements M3025T (2014-11-27)**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

## **PART 6 - INSURANCE REQUIREMENTS**

### **Insurance Terms**

The Offeror must provide a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2900D GC10 – Insurance.

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

Certificate of Insurance attached at Annex F.

#### **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.

#### **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.

## PART 7 - CLAUSES & CONDITIONS

### PART 7(A) - STANDING OFFER

#### 1. Offer - attached at Annex E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

#### 2. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 ([2016-04-04](#))
- 2) The documents identified by title, number and date in paragraph 1) 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/5/R>

#### 3. Term of Standing Offer

##### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from December 1, 2017 to November 30, 2019.

##### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional one (1) year periods, from December 1, 2019 to November 30, 2020 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 4. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*  
Public Works and Government Services Canada  
Acquisitions Branch

Directorate: Real Property Contracting

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

## 5. Identified users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada (PWGSC), Yellowknife, NT.

## 6. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (**lowest prices**) will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

Solicitation No. - N° de l'invitation  
EW076-180729

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWU011

Client Ref. No. - N° de réf. du client  
PWGSC

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## 7. CALL-UP INSTRUMENT

Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

**CALL-UP AGAINST A STANDING OFFER**  
**COMMANDE SUBSÉQUENTE À UNE OFFRE**  
**PERMANENTE**

In accordance with STANDING OFFER NO.:	Conformément à L'OFFRE PERMANENTE No.	Call-up no. - No de commande
Dated and the terms and conditions therein, you are Requested to carry out the worked described below.	En date du Et les modalités qui y sont énumérées, vous êtes prié d'exécuter les travaux décrits ci-après.	

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à
Fax No. ( )		attention:
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.	
Location of work - Endroit des travaux	Call-up cost, GST/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux
--

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	Date
Signature	
Departmental Representative - Représentant du ministère	Date
Signature	

PWGSC-TPSGC 2829 (03/2006)

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
  - Annex A, Statement of Work and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
  - Annex B, Basis of Payment;
  - Annex C, Health & Safety Requirements – Northwest Territories;
  - Annex D, Periodic Usage Report Form; and
  - Annex F, Insurance
  - Annex G; Voluntary Report for Apprentices Employed During the Contract.
- h) the Offeror's offer Annex E, dated \_\_\_\_\_ (insert date of offer);

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11. 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 the province of work.

## 12. Proactive Disclosure of Contracts with Former Public Servants

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

## 13. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
  - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
  - (b) General Conditions:

(i)	GC1	General Provisions	R2810D	(2016-04-04);
(ii)	GC2	Administration of the Contract	R2820D	(2016-01-28);
(iii)	GC3	Execution and Control of the Work	R2830D	(2015-02-25);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2016-01-28);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2016-01-28);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2016-01-28);
(ix)	GC10	Insurance	R2900D	(2008-05-12);
  - (c) Supplementary Conditions, if any;
  - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
  - (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 in paragraph 1) 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 Website:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror\*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up.
- 5) Interpretation

*"Accepted by the Offeror"* \* means that the Offeror has agreed to, and commenced performance of the work.

*"Minister"* includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

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

*"Superintendent" or "Supervisor"* means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

*"Unit Price Table"* means the table of prices per unit set out in the Offer; and

*"Work"* means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

## **SUPPLEMENTAL CONDITIONS**

**SC01 INSERT** the following supplementary conditions in the resulting General Conditions:

### **1.1. T1204 - Direct Request by Customer Department**

- 1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### **1.2. Periodic Reports**

- 1.2.1 The Offeror shall provide to the Standing Offer Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Standing Offer Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

## **SC02 TERM OF CONTRACT**

### **2.1 Period of the Contract**

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

## **SC03 PAYMENT**

### **3.1 CHANGES TO GC5 R2550D - TERMS OF PAYMENT**

**DELETE** GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

#### **GC5.4 Payment**

##### **.1 Terms of Payment**

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
- (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
- (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
  - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
  - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non-payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

### **3.2 Basis of Payment - see Annex B**

### **3.3 Limitation of Price**

Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **3.4 Electronic Payment of Invoices - Call-up (see PART 3.1)**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card.

**ANNEX E item 7.1** must be completed to indicate which electronic payment instrument, if any, is acceptable.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D will not apply to payments made using Electronic Instruments.

## ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer
	Appendix 1 – Integrity Provisions
	Appendix 2 - Voluntary Certification to Support the Use of Apprentices
Annex F	Insurance Certificate
Annex G	Voluntary Reports for Apprentices Employed During the Contract
Annex H	Tlicheo Land Claims and Self-Government Agreement
Annex I	Aboriginal Opportunities Considerations

## ANNEX A

### STATEMENT OF WORK

#### Part 1 - GENERAL

##### 1.1 References

.1 Master Painters Institute Maintenance and Repainting Manual, herein referred to as the (MPI) Repainting Manual, including Identifiers, Evaluation, Systems, Preparation and Approved Product List. Access to the MPI can be located at [www.mpi.net](http://www.mpi.net)

.2 National Fire Code of Canada.

##### 1.2 Scope of Work

.1 General:

The work of this section comprises the furnishing of all labour, material, and equipment required to repaint the interior of Public Works and Government Services Canada (PWGSC) housing units specified by individual Call-up against a Standing Offer, herein referred to as (call-up).

.2 Work Included:

The work of this section includes but is not necessarily confined to the following:

.1 Repaint all previously painted interior surfaces in the building as specified by the Departmental Representative.

.2 All windows, doors, and trim in the various rooms, washroom, stairwells, basement, etc. will be painted.

.3 Varnish all previously varnished surfaces.

.4 All stairs and handrails previously painted.

.5 All vinyl covered walls.

.6 Any other surfaces as designated by the Departmental Representative.

.3 Work Excluded:

.1 Terrazzo stair treads and risers

.2 Tiled walls (washrooms)

.3 Baked enamel surfaces

.4 Any other surface as designated by PWGSC representative.

##### 1.3 Quality Assurance

.1 Only qualified journey persons, as defined by local jurisdiction, shall be engaged in interior repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journey person in accordance with trade regulations.

.2 All materials, preparation and workmanship shall conform to the standards contained in the latest edition of the (MPI) Repainting Manual as issued by the local MPI Accredited Quality Assurance Association having jurisdiction.

#### 1.4 Regulatory Requirements

.1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.

.2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.

.3 Fully cooperate at all times with the requirements of the Departmental Representative in the performance of their duties, including providing access and assistance as required to complete inspection work.

.4 To reduce the amount of contaminates entering waterways, storm drain systems or into the ground the following procedures shall be strictly adhered to:

.1 Retain cleaning water for water based materials to allow sediments to be filtered out. In no case will equipment be cleaned using free draining water.

.2 Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.

.3 Return solvent and oil soaked rags used during painting operations for containment recovery, proper disposal, or appropriate cleaning and laundering.

.4 Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.

.5 Empty paint cans are to be dry prior to disposal or recycling (where available).

.6 Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

.7 Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.

#### 1.5 Submittals

.1 Submit list of all painting materials to the Departmental Representative for review prior to ordering materials.

.2 Submit Material Safety Data Sheets (MSDS) - Material Safety Data Sheets to the Departmental representative prior to commencement of work for review and for posting at job site as required.

1.5 Submittals  
(Cont'd)

.3 Submit invoice list of all paint materials ordered for the work to the Departmental Representative indicating manufacturer, types and quantities for verification and compliance with the specification requirements if requested.

1.6 Product  
Delivery, Storage  
and Handling

.1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and, color designation, standard compliance, material content as well as mixing and/or reducing and application requirements.

.2 Store all paint materials in original labeled containers in a secure, dry, heated, well-ventilated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7°C).

.3 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc. shall be stored in suitable closed and rated containers and removed from the site on a daily basis.

.4 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.

.5 Keep areas used for storage, cleaning, and preparation, clean and orderly on a daily basis.

1.7 Project /  
Site Requirements

.1 Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.

.2 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated and such airborne particles will not affect the quality of finished surfaces.

1.8 Scheduling of  
Work

.1 The Contractor is to respond to the PWGSC call-up notification within 48 hours and the actual work will be performed within a time frame mutually agreed to by both parties and as stated on the call-up issued by PWGSC.

.2 Obtain written authorization from the Departmental Representative for changes in work schedule.

Part 11-  
PRODUCTS

2.1 Materials

.1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be products listed in the latest

edition of the MPI Approved Product List and shall be from a single manufacturer for each system used.

.2 Paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Approved Product List and shall be compatible with other coating materials as required.

.3 All materials and paints shall be lead and mercury free.

## 2.2 Equipment

1. Painting equipment: to best trade standards for type of product and application.

## 2.3 Mixing and Tinting

.1 Unless otherwise specified or pre-approved, all paints shall be ready mixed and pre-tinted. Re-mix paint in containers prior to and during application to ensure breakup of lumps, complete dispersion of settled pigment and colour and gloss uniformly.

## 2.4 Finish and Color

.1 Generally and unless otherwise specified herein, the quantity of colors and finishes shall be based on the following criteria:

2. Colours will be in accordance with the instructions of PWGSC. The standard colour code for all wall surfaces is **Cloud White CC40**.

3. Ceilings will be painted with **Flat White Acrylic Latex**.

4. Bathrooms, including ceilings, will be painted with **Satin Finish Alkyd paint tinted to Benjamin Moore CC40**.

5. All walls to be painted with **Satin Finish Latex Acrylic paint tinted to Benjamin Moore Cloud White CC40**, with the exception of previously stained and/or varnished walls and trims.

6. All previously painted interior doors and trim are to be painted with **Semi Gloss Latex Acrylic Ultra White**.

7. If substitutions are required, they must be listed in the latest edition of the MPI Approved Product List. All substitutions must be approved by the Departmental Representative.

## 2.4 Finish and Color (Cont'd)

RIN No.  
Area of Application  
Commercial Product  
6.4A-G5

Interior Doors and Trim not already Varnished or stained  
Ultra White  
Semi Gloss Latex

No Substitutions

9.2A-G1

All ceilings excluding water closet

Flat White

Latex Acrylic

No Substitutions

9.2C-G1

All bathroom walls and ceilings

Cloud White (BM CC40)

Satin Alkyd

No Substitutions

9.2A-G1

All walls excluding bathroom

Cloud White (BM CC40)

Satin Latex Acrylic

No Substitutions

6.4A-G1

Over interior doors and trims not primered

Primer undercoater

Equivalent upon approval

6.4F-G6

Over already stained interior doors and trims

Gloss Varnish

#2-40700

No substitutions

6.4J

Over varnished interior doors and trims

Clear Alkyd Sealer

#411-00

No Substitutions

-

Filler, Wood

Paste

#238-05

Equivalent upon approval

## 2.5 Gloss/Sheen

.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following MPI gloss/ sheen standards values:

Gloss

Level

Description

Units @ 60 degrees

Units @ 85 degrees

G1

Matte or flat finish

0 to 5

10 maximum

G2 Velvet finish	10 maximum 10 to 35
G3 Eggshell finish	10 to 25 10 to 35
G4 Satin finish	20 to 35 35 minimum
G5 Semi-Gloss finish	35 to 70
G6 Gloss finish	70 to 85
G7 High-Gloss finish	>85

## PART 111 Execution

### 3.1 Condition of Surfaces

1 Prior to commencement of repainting work, thoroughly examine all interior conditions and surfaces scheduled to be repainted and report in writing to the Departmental Representative any conditions or surfaces that will adversely affect work of this section.

.2 The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the MPI. In general the MPI DSD ratings and descriptions are as follows:

Condition  
Description

#### DSD-0

Sound Surface (may include visual (aesthetic) defects that do not affect film's protective properties)

#### DSD-1

Slightly Deteriorated Surface (may show fading: gloss reduction, slight surface contamination, minor pin holes scratches, etc.) / Minor cosmetic defects (runs, sags, etc.)

#### DSD-2

Moderately Deteriorated Surface (small areas of peeling, flaking, slight crackling, staining, etc.).

#### DSD-3

Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).

#### DSD-4

Substrate Damage (repair or replacement of surface).

.3 The repair of DSD-0 to DSD-2 defects shall be included under the normal scope of work and shall be made good and ready for painting.

.4 The repair of DSD-3 to DSD-4 structural shall be considered beyond normal wear and tear and shall be shown as a separate line item when submitting price quotes to the Departmental Representative.

.5 No repainting shall commence until all such adverse conditions and defects have been corrected and surfaces and conditions are acceptable.

### 3.2 Preparation of Surfaces

.1 Prepare all interior surfaces for repainting in accordance with the MPI. Refer to the MPI in regard to specific requirements for all surfaces.

.2 Remove and securely store all miscellaneous hardware and surface fittings / (e.g. electrical plates, mechanical louvers, doors and window hardware (e.g. hinges, knobs, locks, trim, frame stops) removable rating / hazard / instruction labels, washroom accessories, light fixtures trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion.

.3 Protect all adjacent interior surfaces and areas, including rating and instruction labels on doors, frames, equipment piping, etc., from repainting operations and damage by drop cloths, shields, masking,

templates, or other suitable protective means and make good and damage caused by failure to provide such protection.

.4 Cracks, joints, nail holes, etc, in wallboard shall be wetted, filled with spakling compound, allowed to dry and be sanded smooth.

.5 Popped nails, or drywall screws shall be reset. Another nail, or screw will be set 4 cm above or below the popped nail or screw. All wallboard, trim or other components shall be renailed or fastened as required.

.6 Prepare wood surfaces using vinyl sealer over knots and resinous areas. Use MPI #91, wood paste filler for nail holes. Tint filler to match stains for stained woodwork. Cracks, joints, nail holes, etc, in wood surfaces shall be primed, filled with paste wood filler allowed to dry and be sanded

.7 Varnishing of surfaces of doors, wall paneling and trim that is not suitable for re-varnishing: Varnish will be removed to the substrate, sanded smooth and prepared for new wood to accept paint finish.

.8 Prepare surfaces previously painted with epoxy to manufacture's instruction.

### 3.3 Application

.1 Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, lighting are acceptable for applications of products.

.2 Do not apply finishes on interior surfaces that are not sufficiently dry, properly cured, and free of dust, dirt, loose paint, grease, rust, and other foreign matter.

### 3.3 Application (Cont'd)

.3 Spraying will not be permitted. Apply paint by method that is best suited for substrate being repainted using brush or roller. Conform to manufacturer's application instructions unless specified otherwise.

.4 Use dipping, sheepskins or daubers when no other method is practical in places of difficult access and when specifically authorized by a Departmental Representative.

.5 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.

.6 Tint each coat of paint progressively lighter to enable confirmation of

number of coats.

.7 In general, two full finish coats are required for specified work. The Contractor will make his own assessment as to the number of additional coats required and bid accordingly.

.8 Sand and dust between each coat to provide an anchor for next coat and to remove defects in previous coat (runs, sags, etc.) Visible from a distance up to 1000 mm (39”).

.9 Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.

.10 To avoid air entrapment in applied coats, apply materials in strict accordance with the manufacturer's spread rates and application requirements.

.11 Repaint surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as tops of interior cupboards and projecting ledges.

.12 Repaint top, bottom, and vertical edges of doors.

.13 Repaint inside closets and alcoves to match existing, unless otherwise scheduled or noted. Repaint the inside surface of bi-fold and sliding door closets.

### 3.4 Mechanical / Electrical Equipment

.1 Unless otherwise noted, repainting shall also include exposed to view/ previously painted mechanical and electrical equipment and components (panels, conduits, piping, hangers, ductwork etc.).

.2 Do not paint over name plates or instruction labels.

.3 Leave unfinished exposed conduits, panels, piping, hangers, ductwork and other mechanical and electrical equipment in original finish.

\

### 3.5 Field Quality Control / Standards of Acceptance

.1 After completion of work, each work site will be subjected to inspection by the Departmental Representative. Deficiencies must be rectified within 24 hours of notification.

.2 Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the Departmental Representative.

- .1 Brush / roller marks, streaks, laps, runs, sages, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
- .2 Evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and reentrant angles.
- .3 Damage due to touching before paint is sufficiently dry or any other contributory cause.
- .4 Damage due to application on moist surfaces or caused by inadequate protection from the weather.
- .5 Damage and/or contamination of paint due to blown contaminates (dust, spray paint, etc.)

.3 Repainted interior surfaces shall be considered unacceptable if any of the following are evident under final lighting source conditions:

- .1 Vertical surfaces: When defects are evident when viewed at 90 degrees to the surface from a distance of 1000 mm (39").
- .2 Horizontal: When defects are evident when viewed at 45 degrees to the surface from a distance of 1000 mm (39").
- .3 Ceilings: When defects are evident on when viewed at 45 degrees to the surface.
- .4 When the final coat on any surface exhibits a lack of uniformity of colour and sheen across full surface area.

.4 Repainted surfaces rejected by the Departmental Representative shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sages of damaged paint shall be removed by scraper or by sanding prior to application of paint.

.5 It is the Contractor's responsibility to produce an acceptable end result. All work must meet or exceed the standards set out by the industry.

### 3.6 Guarantee

.1 The Contractor shall, upon notification from the Departmental Representative, rectify at his own expense any defects which appear in the work within 12 months of the date of completion of the work.

### 3.7 Protection

- .1 Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.
- .2 Protect freshly completed surfaces from paint droppings and dust to approval of Departmental Representative. Avoid scuffing newly applied paint.

.3 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.

### 3.8 Restoration

.1 Clean and reinstall hardware items removed before undertaking painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Departmental Representative.

### 3.9 Clean up

.1 Remove paint where spilled, splashed, splattered, as work progresses using means and materials that are not detrimental to affected surfaces.

.2 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.

.3 Clean equipment and dispose of wash water solvents materials as well as other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

□

## **ANNEX B**

### **BASIS OF PAYMENT**

#### **.1 Basis of Payment**

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

#### **.1 Hourly Rates:**

The Contractor will be paid firm hourly rates in accordance with the pricing schedule contained in **ANNEX E**, for work performed in accordance with the Contract.

## ANNEX C

### HEALTH AND SAFETY REQUIREMENTS

(Mandatory for Work in the *Northwest Territories*)

#### 1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

##### SI13 WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue:
  - 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.

#### 2.) SUPPLEMENTARY CONDITIONS (SC):

##### SC02 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

Solicitation No. - N° de l'invitation  
EW076-180729

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWU011

Client Ref. No. - N° de réf. du client  
PWGSC

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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**DECLARATION**

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

**ANNEX D**

**PERIODIC USAGE REPORT FORM**

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Tammey Hugo	(780) 497-3510	Tammey.hugo@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada  
Real Property Contracting, Acquisitions Branch  
ATB Place, North Tower, 5th Floor, 10025 Jasper Avenue  
Edmonton, AB  
T5J 1S6

**REPORT ON THE VOLUME OF BUSINESS**

**SUPPLIER:**

**REPORT FOR THE PERIOD ENDING:**

Description of Work	Call-up #	TOTAL BILLING

**NIL REPORT:** We have not done any business with the federal government for this period \_\_\_\_\_.

**PREPARED BY:**

*NAME:*

*SIGNATURE:*

*TELEPHONE NO.:*

## ANNEX E

### OFFER

<b>Description of Work:</b> Painting Services, Yellowknife, NT Various Projects, PWGSC
---

#### 1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

#### 2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;

The Offeror agrees:

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC 2829, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the

Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up.

- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing
  - .1 The prices requested in the Offer are:
    - .1 hourly rates for regular hours;
    - .2 hourly rate for each hour outside of regular hours; and
    - .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
  - .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
    - .1 labour including supervision, allowances and liability insurance;
    - .2 travel time;

- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

.3 It is considered that regular hours of work fall between 0800 and 1700 hours, Monday to Friday.

.7 Electronic Payment Instruments

- .1 The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):
  - ( ) VISA Acquisition Card;
  - ( ) MasterCard Acquisition Card.

#### 4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

##### 4.1 Unit Price Schedules – Rates

###### Firm Unit Prices

- Prices quoted are to remain firm for the duration of the Contract
- Firm prices are to include the supply of labour, supervision, materials, equipment, tools, travel/meals/accommodation, permits and general overheads necessary for the contractor to provide the services in accordance with the Statement of Work, Annex “A”, contained herein.
- Prices quoted do not include Applicable Taxes. However, Applicable Taxes will be added as a separate item on any invoices issued against this standing offer.
- Estimated usages are for evaluation purposes only, actual usages may vary

##### SCHEDULE A) Initial Year

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price	Estimated total price
				\$      ¢	\$      ¢
1	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday  <b>**See notes below for pricing</b>	hr	2769	\$ _____	\$ _____
2.	Painting Services which do not meet the above will be charges at a labour rate of :	hr	2215	\$ _____	\$ _____
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$ 5,000 = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total A): Estimated Total Amount 1st Year GST/HST Extra</b>					\$ _____

###### Item 1

Regular Working Hours will be between 8 am and 5 pm

###### Item 2

Hourly rate will include labour and equipment only and to be used for:

- a) Minor areas requiring drywalling & painting. Example - are used to show small areas that only need to be done vs the entire unit and may differ from unit to unit.
- b) 1 - 4 walls; or
- c) bathroom only
- d) For damages/defects beyond normal wear and tear

###### Item 3

To show mark-up for parts and materials required when pricing for item 2.

**4.1 Unit Price Schedules - Rates (continued)**

**SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$      ¢	Estimated total price \$      ¢
<b>1</b>	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday  <b>**See notes below for pricing</b>	hr	2769	\$ _____	\$ _____
<b>2.</b>	Painting Services which do not meet the above will be charges at a labour rate of :	hr	2215	\$ _____	\$ _____
<b>3.</b>	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$ 5,000 = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total B): Estimated Total Amount 2nd Year GST/HST Extra</b>					\$ _____

**Item 1**

Regular Working Hours will be between 8 am and 5 pm

**Item 2**

Hourly rate will include labour and equipment only and to be used for:

- a) Minor areas requiring drywalling & painting. Example - are used to show small areas that only need to be done vs the entire unit and may differ from unit to unit.
- b) 1 - 4 walls; or
- c) bathroom only
- d) For damages/defects beyond normal wear and tear

**Item 3**

To show mark-up for parts and materials required when pricing for item 2.

**SCHEDULE C) Year 3 (Optional)**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity <input type="checkbox"/>	Unit Price \$      ¢	Estimated total price \$      ¢
<b>1</b>	<b>During Regular Hours:</b> 0700 - 1800 hours, Monday through Friday  <b>**See notes below for pricing</b>	hr	2769	\$ _____	\$ _____
<b>2.</b>	Painting Services which do not meet the above will be charges at a labour rate of :	hr	2215	\$ _____	\$ _____
<b>3.</b>	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$ 5,000 = )	n/a	\$5,000.00	_____ %	\$ _____
<b>Sub Total C): Estimated Total Amount 3rd Year GST/HST Extra</b>					\$ _____

**Item 1**

Regular Working Hours will be between 8 am and 5 pm

**Item 2**

Hourly rate will include labour and equipment only and to be used for:

- a) Minor areas requiring drywalling & painting. Example - are used to show small areas that only need to be done vs the entire unit and may differ from unit to unit.
- b) 1 - 4 walls; or
- c) bathroom only
- d) For damages/defects beyond normal wear and tear

**Item 3**

To show mark-up for parts and materials required when pricing for item 2.

**4.1 Unit Price Schedules - Rates** (continued)

**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year + 3<sup>rd</sup> year Optional)

Col. 1	Col. 2	Col 3	Col. 4
<b>Sub Total SCHEDULE A) Initial Year Term</b>	<b>Sub Total SCHEDULE B) 2nd Year</b>	<b>Sub Total SCHEDULE C) 3<sup>rd</sup> Year Optional</b>	<b>Total Evaluated Price</b> (col.1 + col.2 + col.3) = col 4
\$	\$		\$ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price in Column 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**

SIGNATURE:

\_\_\_\_\_  
Name and title of the person authorized to sign on behalf of bidder (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Offeror's Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_



**APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

*Note; The contractor will be asked to fill out a report every six months as included Annex G*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Optional information to provide: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at [Annex G](#)

Solicitation No. - N° de l'invitation  
EW076-180729

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWU011

Client Ref. No. - N° de réf. du client  
PWGSC

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**ANNEX F**

The Insurance Terms have been amended. Refer to Part 6 clause 3.

**INSURANCE CERTIFICATE**

**CERTIFICATE OF INSURANCE**

Page 1 of 2



Description and Location of Work Painting Services Yellowknife, NT	Contract No. EW076-180729
	Project No.

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

Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

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
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$

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

---

**CERTIFICATE OF INSURANCE Page 2 of 2**

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.



## ANNEX H

### TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

**In this requirement, it is not mandatory for Offerors to include the Aboriginal Opportunity Consideration (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, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and offerors 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](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 Mōwhi Gogha Dè Nīitāèè (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”.

## ANNEX I

### ABORIGINAL OPPORTUNITIES CONSIDERATIONS

#### **Evaluation and Assessment of AOC Guarantee**

For an offer to be assigned points for guarantees made in respect of any AOC offer criteria, the offeror must provide proof with their offer to demonstrate how they will meet the objective of each criterion. Offerors may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their offer.

Proof of efforts and/or guarantees made by the Offeror 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. Offerors must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their offer against the criteria listed herein. It is the Offeror's responsibility to provide sufficient information in its offer to enable the Evaluation Committee to complete its evaluation. Offerors must include all reference material to be considered. Only material and/or documents submitted as part of the offer 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.

$$\text{AOC Score} = \frac{\text{Offeror's Points}}{\text{Maximum Points}} \times 10\%$$

$$\text{Price Score} = \frac{\text{Lowest Offer}}{\text{Offeror's Price}} \times 90\%$$

**AOB Bid Criteria:**

<b>BID CRITERIA</b>				<b>TOTAL AVAIL. POINTS</b>												
<p><b>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.</b></p> <p>The requirements of the Tlicho Land Claims apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.</p>																
<p><b>1. HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the contract area.</p>				5 Points												
<p><b>2. TRAINING:</b> Offerors 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 offer will be prorated against the offeror 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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Offer 1</th> <th style="text-align: center;">Offer 2</th> <th style="text-align: center;">Offer 3</th> </tr> </thead> <tbody> <tr> <td>Total number of Aboriginal training hours proposed</td> <td style="text-align: center;">20 hours</td> <td style="text-align: center;">35 hours</td> <td style="text-align: center;">60 hours</td> </tr> <tr> <td>Calculation of points</td> <td style="text-align: center;">20/60 = 33% of total points available</td> <td style="text-align: center;">35/60 = 58% of total points available</td> <td style="text-align: center;">60/60 = 100 % of total points available</td> </tr> </tbody> </table>					Offer 1	Offer 2	Offer 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
	Offer 1	Offer 2	Offer 3													
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<p>*** Penalty Conditions will apply to this criterion</p>																
<p><b>3. LABOUR:</b> The employment of onsite Aboriginal in carrying out the work of the contracts.</p> <p>Offeror 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. Percentages should be supported by list of specific positions that may or will be staffed by onsite Aboriginal personnel.</p> <p>Percentages should be supported by list of specific positions that may or will be staffed by onsite 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> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.  <math>\text{___ \%} \times \text{total points available}</math></p> <p>Example:                      Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)</p> <p><math>65 \% \times 40 = 26 \text{ points}</math></p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>				40 Points												

<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b> The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Offeror 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. <u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____  <u>- Less Non-Aboriginal subcontracting:</u> \$ _____ =  Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows:  Total guaranteed / Estimated value of contracting = <u>   </u>a<u>   </u> %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p><u>   </u>a<u>   </u> % 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>   </u>55 <u>  </u> % x 40 = 22 points  100 %</p> <p>*** Penalty Conditions will apply to this criterion.</p>	<p>40 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>

**OFFEROR GUARANTEE AND CERTIFICATION**

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

**TABLE 1 – Head Office**

Provide Current Business address
Offeror are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Aboriginal people from 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
Offerors 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 Offer Price

= \_\_\_\_\_ %

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

**Bidder Certification**

The Offeror should submit the following certification if an AOC guarantee is being provided, either at time of bid submission, or prior to Standing Offer issuance.

Solicitation No. - N° de l'invitation  
EW076-180729

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWU011

Client Ref. No. - N° de réf. du client  
PWGSC

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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**ABORIGINAL OPPORTUNITIES CONSIDERATION BENEFITS PLAN CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The offeror certifies it's AOC guarantee for contracting submitted with its bid is accurate and complete.**

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## **OFFEROR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For successful Offeror only - If an AOC guarantee is provided as part of the offer, the successful Offeror must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their offer. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Offeror on a quarterly basis.
2. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe. OR The contractor must indicate if any objectives were not met *and* 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 Offerors 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 1% penalty to be applied as an additional 1% discount off current unit price list, or 1% reduction to the mark-up percentage, for one year Standing Offer period or the set-aside of the Standing Offer.

### Return Reports to:

Contracting Authority Name: Tammey Hugo  
Email: Tammey.hugo@pwgsc.gc.ca

### **TABLE 1 – Head Office**

<b>Provide Current Business address</b>
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**

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b><u>Aboriginal Training Hours</u></b>
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 onsite Employee Hours for This Contract

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

**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  
= \_\_\_\_\_%

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

Solicitation No. - N° de l'invitation  
EW076-180729

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWU011

Client Ref. No. - N° de réf. du client  
PWGSC

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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## 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 CONSIDERATIONS PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his offer, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their certified training guarantee, an amount up to 0.33% discount may be applied to the current unit price or 0.33% reduction to the mark-up percentage, for a period of one year, or the Standing Offer may be set-aside. 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 up to 0.33% discount may be applied to the current unit price or 0.33% reduction to the mark-up percentage, for a one year period, or the Standing Offer may be set-aside (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 up to 0.34% discount may be applied to the current unit price or 0.34% reduction to the mark-up percentage, for a one year period, or the Standing Offer may be set-aside (Table 1C).
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Standing Offer.
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.

<b>TABLE 1A - ASSESSMENT OF ABORIGINAL TRAINING PENALTY</b>			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their <b>Aboriginal Training</b> guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></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	<b>TOTAL ASSESSED SCORE</b>	40	
4	<p><b>TOTAL CALCULATED PENALTY:</b>                      (40 - total assessed score)/40 x 0.33%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Technical Authority: _____</p> <p>Standing Offer Authority: _____</p>		

<b>TABLE 1B - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY</b>			
ITEM#	REQUIREMENT	WEIGH T	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} = \frac{\text{_____}}{\text{_____}} \% * 60\%</math></p> <p><b>Notes:</b> percentage of 50% or less receives zero points</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite <b>Aboriginal</b> employment guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></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	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>                      (100 - total assessed score)/100 x 0.33%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Technical Authority: _____</p> <p>Standing Offer Authority (PWGSC): _____</p>		

<b>TABLE 1C - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY</b>			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</b>                      Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} \times 60\%</math></p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></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><b>Points awarded for contractor due diligence based on the following scale:</b></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	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>                      (100 - total assessed score)/100 x 0.34%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Technical Authority: _____</p> <p>Standing Offer Authority (PWGSC): _____</p>		