



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

INVITATION TO TENDER

APPEL D'OFFRES

Tender To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Norman Wells Wharf Repair	
Solicitation No. - N° de l'invitation EP922-182122/A	Date 2017-12-20
Client Reference No. - N° de référence du client DFO EP922-182122	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-023-11283
File No. - N° de dossier PWU-7-40206 (023)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-12	
Time Zone Fuseau horaire Mountain Standard Time MST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Taylor (RPC), Ian	Buyer Id - Id de l'acheteur pwu023
Telephone No. - N° de téléphone (780) 566-9487 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DFO CANADIAN COAST GUARD WHARF NORMAN WELLS Alberta X0E 0V0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER

Norman Wells Wharf Repair - Dredging
Norman Wells, NWT

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

PWGSC UPDATE ON ASBESTOS USE

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

ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in SC03.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

The following GI's are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions - Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-09-21)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address ian.taylor@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above-Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 REVISION OF BID

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

SI04 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling number (780) 566-9487 or e-mail a request to ian.taylor@tpsgc-pwgsc.gc.ca

SI05 INSUFFICIENT FUNDING

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI06 BID VALIDITY PERIOD

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

SI07 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **with 1 electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

SI08 WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

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

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

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

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2017-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
- e. Supplementary Conditions
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

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

5) Deductible

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

SC03 INTERPRETATION

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

“Architectural and Engineering Services”:

Mean's services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services”:

Means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

Means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

SC04 Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

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

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

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

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

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

3. LABOUR AUTHORITY CONTACT:

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

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

NORTHWEST TERRITORIES

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

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

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

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

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project Name: Norman Wells Wharf Repair, Dredging
Project No.: R.084190.001

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

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

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within ten (10) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(s)	
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	01 35 43	Environmental Protection	Lump Sum	1		
2	02 41 13	Mobilization and Demobilization of Equipment	Lump Sum	1		
3	35 20 24	Dredging	m ³	1625		
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)						

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable tax(s)	
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APPENDIX 3 - LISTING OF SUBCONTRACTORS

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

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
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8		
9		
10		
11		
12		
13		
14		
15		

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

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

If you accept fill out and sign page 2 of 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.*

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

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

Trades of those apprentices:

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

Description and Location of Work Norman Wells Wharf Repair, Dredging at Norman Wells, NWT	Contract No.
	Project No. R.084190.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

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

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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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 B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT
(Sample)

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade

ANNEX C – Comprehensive Land Claim Agreement

Sahtu Dene and Metis Comprehensive Land Claim

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

This procurement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

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

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement. The requirements of this CLCA will apply to this procurement. The provisions that apply are contained in: Chapter 12 – Economic Measures, of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, <http://www.aadnc-aandc.gc.ca/eng/1100100031147/1100100031164>

For purposes of interpretation:

"Participant" is as defined in Chapter 2 (Definitions) of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu settlement area" comprises the area within the Northwest Territories as described in Appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51 % of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

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

PART A - ABORIGINAL OPPORTUNITY CONSIDERATIONS PLAN (AOC)

Evaluation and Assessment of AOC Guarantee

For a bid to be assigned points for guarantees made in respect of any AOC bid criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA

BID CRITERIA				TOTAL AVAIL. POINTS
The requirements of the <u>Sahtu Dene and Metis Comprehensive Land Claim Agreement</u> apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the CLCA Head office = 1 point Administration office = 2 points Other staffed facility = 2 points				5 Points
2. TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the CLCA at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points.				15 points
	Bidder 1	Bidder 2	Bidder 3	
Total number of Aboriginal training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	
*** Penalty Conditions will apply to this criterion				
3. LABOUR: The employment of onsite Aboriginal in carrying out the work of the contracts. Bidder will be evaluated on their firm guarantee to use onsite Aboriginal people from the CLCA 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 a list of specific positions that may or will be staffed by onsite Aboriginal. Onsite Aboriginal employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable. 0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available. ____ % x total points available Example: Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40) 65 % x 40 = 26 points NOTE: Bidder must demonstrate how they will meet their Labor %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation. *** Penalties Conditions will apply to this criterion.				40 Points

<p>4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the CLCA 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: \$ _____ - Less Non-Aboriginal/Non-Inuit subcontracting: \$ _____ = Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = _____ a _____ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p><u>a</u> % x total points = assigned points 100 %</p> <p>Example: Estimated value of Contract: \$100,000 - Less Non-Aboriginal subcontracting: \$45,000 = Total guaranteed for Aboriginal Subcontractors/Suppliers: \$55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%</p> <p><u>55 % x 40 = 22 points</u> 100 %</p> <p>NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal subcontractors. Verification of Aboriginal businesses will be made through:</p> <ul style="list-style-type: none"> Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058 <p>or</p> <ul style="list-style-type: none"> In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. <p>*** Penalty Conditions will apply to this criterion.</p>	40 Points
TOTAL POSSIBLE POINTS	100 Points

PART B - BIDDER GUARANTEE AND CERTIFICATION

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

TABLE 1 – Head Office

Provide Current Business address
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.

TABLE 2 – Guarantee of Aboriginal Training

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

TABLE 3 – Guarantee of Onsite Aboriginal Labour Content

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

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

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

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Aboriginal Companies for This Contract
Total Bid Price

= _____%

Company Name	Aboriginal Company	Non- Aboriginal Company
Bidder to include the value of work to be Sub-Contracted. NOTE: only subcontractors and suppliers that can be confirmed as Aboriginal businesses will be included in the calculations. Verification of Aboriginal businesses will be made in accordance with.4 Subcontractors / Suppliers.		

Bidder Certification

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

ABORIGINAL OPPORTUNITY CONSIDERATION CERTIFICATION :_____
PRINT NAME_____
SIGNATURE_____
DATE

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

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an AOC guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a prior to final payment.
2. 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 Contractors met its' AOC guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 2% penalty.

Return Reports to:

Contracting Authority Name: Ian Taylor
Email: ian.taylor@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.

TABLE 2 – Achievement of Aboriginal Training

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

TABLE 3 – Achievement of onsite Aboriginal Labour Content

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

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Non – Aboriginal Employee Hours
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
= _____ %

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

CONTRACTOR CERTIFICATION**ABORIGINAL OPPORTUNITY CONSIDERATION ACHIEVEMENT CERTIFICATION:**_____
PRINT NAME_____
SIGNATURE_____
DATE

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

ABORIGINAL OPPORTUNITY CONSIDERATION PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the AOC guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their certified training guarantee, an amount of up to 0.67% of the final contract value may be deducted from the hold back provisions or final payment. The Contractor will not be evaluated on their training achievements. (Table 1A)
3. If the contractor does not meet the certified percentage of onsite Aboriginal employee hours worked on the Contract and fails to fulfill their onsite Aboriginal employment guarantees, an amount of up to 0.67% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
4. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 0.66% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1C)
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

**TABLE 1A - ASSESSMENT OF ABORIGINAL
TRAINING PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their Aboriginal Training guarantees. Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the 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.	40	
3	TOTAL ASSESSED SCORE	40	
4	TOTAL CALCULATED PENALTY: (40 - total assessed score)% x (Final contract value) x 0.67%	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Technical Authority: _____ Contracting Officer: _____		

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

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60\%$</p> <p>Notes: percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Aboriginal employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.67%	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>		

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

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60 \%$</p> <p>Note: Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY:</p> <p>$(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 0.66\%$</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>		