



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 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

<b>Title - Sujet</b> Propane: Trinity Hangar	
<b>Solicitation No. - N° de l'invitation</b> W6853-181005/A	<b>Date</b> 2018-09-07
<b>Client Reference No. - N° de référence du client</b> W6853-181005	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-064-11450	
<b>File No. - N° de dossier</b> EDM-8-41088 (064)	<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 2018-10-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Scott, Dallas	<b>Buyer Id - Id de l'acheteur</b> edm064
<b>Telephone No. - N° de téléphone</b> (780) 224-7200 ( )	<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> Trinity Hangar Building 115 Archibald Street Yellowknife, NT X1A 2N2	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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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**TITLE: PROPANE – TRINITY HANGAR**

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File No. - N° du dossier  
EDM-8-41088

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Land Claims and Self-Government Agreement

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

<u>BRU:</u>	Western Region Bid Receiving Unit (Edmonton)
<u>Address:</u>	5th Floor, ATB Place Tower, 10025 Jasper Avenue Edmonton, AB T5J 1S6
<u>E-post Connect:</u>	<a href="mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca">ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca</a> Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.
<u>Bid Fax:</u>	780-497-3510

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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File No. - N° du dossier  
EDM-8-41088

Buyer ID - Id de l'acheteur  
EDM064  
CCC No./N° CCC - FMS No./N° VME

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## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

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

Section IV: Additional Information (one [1] hard copy OR one [1] fax copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

## **Section I: Technical Bid**

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

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

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

## **Section III: Certifications**

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



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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following at solicitation closing will render your submission non-compliant and will be given no further consideration:

- 4.1.1.1.1** Compliance to the terms and conditions contained in this document.
- 4.1.1.1.2** Provision of firm pricing for all items specified in Annex "B", Basis of Payment.
- 4.1.1.1.3** Ability to perform the full scope of work in accordance with Annex "A", Requirement.

##### 4.1.1.2 Tlicho Land Claims and Self-Government Agreement

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 *Tlicho Land Claims and Self-Government Agreement*.

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

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

The proposed requirement is subject to the Tlicho Land Claims Agreement and Self-Government Agreement. The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

[http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](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 Môwhi Gogha Dè Nîitâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

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

### 4.1.2 Financial Evaluation

- 4.1.2.1 For each table - Item 1: values in column B and C will be added together to calculate the value in column D. Values in column A and D will be multiplied to calculate the value in column E.
- 4.1.2.2 For each table - Item 2: values in column A and D will be multiplied to calculate the value in column E.
- 4.1.2.3 Values in column E for Items 1 and 2 for each table will be added together to calculate the Evaluated Bid Price for each period.
- 4.1.2.4 The Evaluated Bid Price for Firm Year 1, Firm Year 2, Firm Year 3, Firm Year 4, Option Year 1, and Option Year 2 will be added together to calculate the Total Evaluated Bid Price.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

## **4.2 Basis of Selection**

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

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*inserted at Contract award*).

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Land Claims and Self-Government Agreement

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#### 6.4.4 Delivery Points

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

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

Telephone: 780 – 224 – 7200  
Facsimile: 780 – 497 – 3510  
E-mail address: [dallas.scott@pwgsc-tpsgc.gc.ca](mailto:dallas.scott@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2 Project Authority

The Project Authority for the Contract is:

(To be named in the contract)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

*(To be completed by the bidder)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (*inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.6.3 Method of Payment

SACC Manual Clause [H1008C](#) (2008-05-12), Monthly Payment

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#### **6.6.4 SACC Manual Clauses**

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

#### **6.6.5 Electronic Payment of Invoices – Contract**

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

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

#### **6.7 Invoicing Instructions**

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

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.



## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Aboriginal Opportunities Considerations (AOC);
- (f) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Insurance

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

## 6.12 SACC Manual Clauses

[A9019C](#) (2011-05-16), Hazardous Waste Disposal  
[A9039C](#) (2008-05-12), Salvage  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products  
[B7500C](#) (2006-06-16), Excess Goods  
[D3104C](#) (2007-11-30), Transportation of Dangerous Goods/Hazardous Products  
[D3105C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

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## **ANNEX "A"**

### **REQUIREMENT**

#### **1. GENERAL**

- 1.1 The Department of National Defence requires the supply, transportation, delivery and offloading of liquefied petroleum gas (LPG or propane) as per National Standards of Canada Specification CAN/CGSB-3.14-2013 into a Contractor-owned tank for the Trinity Hangar building located at 115 Archibald St, Yellowknife NT.
- 1.2 The Contractor must provide regular propane deliveries to the site. The Contractor must visit the site minimum two (2) times per week and provide propane deliveries as needed to ensure that the tank levels are always maintained between 50% and 80% of the total capacity. The final schedule for these deliveries will be determined upon contract award
- 1.3 The Contractor must provide a stored propane volume capacity of 3785 liters (1000 US gallons) and vaporizer (if required) as identified in Annex "B", Basis of Payment. The Contractor will be responsible to maintain the tank(s) and vaporizer, and install the distribution pipeline, including all piping, fittings, adaptors, and accessories, to the Trinity Hangar building at no charge to the Crown.
- 1.4 The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contractor unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.
- 1.5 Upon expiration of the Contract, the removal of piping, fittings, adapters and accessories installed by the Contractor as part of this contract will be done by the supplier at no charge to the Crown. The Contractor must reimburse the Crown for any unused fuel at the expiration of the Contract

#### **2. DELIVERY**

- 2.1 Delivery Standards
  - 2.1.1 Method of delivery must be in accordance with the Canadian Standards Board Specifications (CAN/CGSB-3.14-2013, current edition).
  - 2.1.2 Method of delivery to conform to the standards of the Canadian Underwriters Association for the storage and handling of liquefied petroleum gases as contained in the Canadian Underwriter's Association Pamphlet No. 58.
  - 2.1.3 Product, Use of Pending Approval. If it is determined, following acceptance and during use, that the product does not meet the specification, the Contractor agrees to pay twenty-five percent (25%) of the price of the product used and to accept return of the balance at its own expense and refund any payments made therefor.
  - 2.1.4 The tank must not be filled more than 80% of its total capacity.
- 2.2 Delivery Timelines
  - 2.2.1 The Contractor must provide regular propane deliveries minimum two (2) times per week.
  - 2.2.2 "Regular Working Hours" are 0800-1600 Monday through Friday, excluding statutory holidays. Deliveries must be scheduled within "Regular Working Hours"
  - 2.2.3 When scheduled deliveries fall on a Statutory Holiday they will commence the next business day and regular pick-ups will be reinstated as per the schedule

- 2.2.4 Deliveries scheduled outside "Regular Working Hours" will be subject to approval of the Project Authority
- 2.2.5 Agreed upon schedules must not be changed without approval of both the Contractor and the Project Authority
- 2.2.6 The Contractor must fill the tank as needed to ensure that the tank levels are always maintained between 50% and 80% of the total capacity.

### 2.3 Delivery Location

- 2.3.1 Trinity Hangar Building – 115 Archibald St: propane must be delivered into one (1) Contractor owned tank (volume of 3785 liters, or 1000 US gallons) complete with pipeline to hanger facility.

## 3. METERED TRUCKS

- 3.1 Delivery trucks must be equipped with meters capable of giving printed meter slips.
- 3.2 The Contractor must provide printed meter slips for each delivery of petroleum products and are to accompany the applicable invoice.
- 3.3 Meters on trucks must measure in litres.

## 4. CONDUCT OF WORK

- 4.1 The Contractor must ensure the safety of workers and carry out the Work in a diligent and efficient manner in accordance with established industry practice and laws for the health and safety of workers related to the performance of the Work
- 4.2 For execution of the work only, subject to the following:
  - 4.2.1 Movement around site will be subject to restrictions imposed by the Project Authority;
  - 4.2.2 The Contractor must not unreasonably encumber site with materials or equipment;
  - 4.2.3 The Contractor must maintain work in tidy condition, free from accumulation of waste products and debris, and;
  - 4.2.4 The Contractor must execute work with the least possible interference or disturbance to occupants and normal use of premises.

## 5. LICENSING

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

## **6. OPERATIONAL SECURITY**

- 6.1 Work carried out within the General Restricted Area (GRA) is subject to special and unique security regulations. All Contractors' employees must carry company ID and a valid driver's licence at all times. Visitor passes are necessary and will be required upon entry into the GRA along with a member of the WCE Plumbing Shop acting in an escort capacity. Individuals without authorized visitor passes and an escort will not be permitted to enter the GRA.
- 6.2 Use of cellular phones is prohibited within the GRA.
- 6.3 The Contractor must not to take any pictures within the GRA, if required to take a picture, the Project Authority could take the picture for the Contractor. A request must be submitted to the Project Authority well in advance; this request will be considered but might not be supported due to other circumstances.

## **7. HEALTH AND SAFETY REQUIREMENT**

- 7.1 Responsibility
  - 7.1.1 All incidents are to be reported to the Project Authority immediately
- 7.2 Hazardous Material
  - 7.2.1 All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.
- 7.3 Unforeseen Hazards
  - 7.3.1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report to Project Authority.
- 7.4 Government Smoking Policy
  - 7.4.1 Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor must ensure that its personnel must comply with the policy of the Government of Canada which prohibits smoking on any government premises.

## **8. ENVIRONMENTAL PROTECTION PROCEDURES**

- 8.1 Disposal of Wastes
  - 8.1.1 Burying of rubbish or waste materials on site is prohibited;
  - 8.1.2 Do not dispose of waste or volatile materials, such as, but not limited to, mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
  - 8.1.3 Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and
  - 8.1.4 The Contractor must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.
- 8.2 Drainage
  - 8.2.1 The Contractor must not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.
  - 8.2.2 The Contractor must control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.

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## **9. WORKERS' COMPENSATION**

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

## **10. SAFETY REGULATIONS AND LABOUR CODES**

- 10.1 A The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

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**ANNEX "B"**

**BASIS OF PAYMENT**

- Pricing must be in accordance with the format shown in the table below
- Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and must be deleted from the pricing below.
- Firm Unit Price must be to FOB destination including all delivery charges, customs duties, installation, removal, rental, and applicable taxes, DDP (delivery duty paid).
- All Firm Unit Price is in Canadian Dollars (CAD).

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

For the Period of the Contract:

1. The Firm Mark-Up per litre must remain firm, for each period
2. The Rack Rate will fluctuate
3. The Rack Rate on the day of each delivery, will apply
4. The Rack Rate must be supported by refinery rack rate documentation for each delivery
5. The Unit Price for the rental of the storage tank (including installation/removal) must remain firm, for each period

Delivery Location:

- Trinity Hangar Building  
115 Archibald Street  
Yellowknife, NT X1A 2N2

The information below will be used for evaluation purposes only:

- The Estimated Annual Usage(s) in the tables below are used for evaluation purposes only and will not form part of any resulting Contract
- For item 1, Propane bulk as per CAN/CGSB-3.14-2013, in each of the tables below: Firm Unit Price must consist of the price imposed by the petroleum producer (Rack Rate) on 2018-10-05 with a Firm Markup.
- The Contractor must supply the following with their offer submission:
  1. Refinery Rack Rate as of 2018-10-05: \$ \_\_\_\_\_ per litre
  2. Refinery used: \_\_\_\_\_
  3. Refinery Rack Rate notification documentation from the refinery

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### **FIRM YEAR 1**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Firm Year 1</i></b>						\$ ____

### **FIRM YEAR 2**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Firm Year 2</i></b>						\$ ____

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### **FIRM YEAR 3**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Firm Year 3</i></b>						\$ ____

### **FIRM YEAR 4**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Firm Year 4</i></b>						\$ ____



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#### **OPTION YEAR 1**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Option Year 1</i></b>						\$ ____

#### **OPTION YEAR 4**

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE (A)	RACK RATE (B)	FIRM MARK-UP (C)	EVALUATED UNIT PRICE: YEAR 1 (D)	EXTENDED PRICE (E) = (A x D)
1)	Propane bulk as per CAN/CGSB-3.14-2013 delivered to: Trinity Hangar Building – in accordance with Annex "A", Requirement	40,000 Litres	\$ ____ / Litre	\$ ____ / Litre	\$ ____ / Litre = (B + C)	\$ ____
2)	Annual rental charge for one (1) propane storage tank, including installation and/or removal – in accordance with Annex "A", Requirement	1 Lot			\$ ____ / Lot	\$ ____
<b><i>Evaluated Bid Price: Option Year 2</i></b>						\$ ____

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**TOTAL EVALUATED BID PRICE**

ITEM	DESCRIPTION	PRICE
1)	Evaluated Bid Price: Firm Year 1	\$ _____
2)	Evaluated Bid Price: Firm Year 2	\$ _____
3)	Evaluated Bid Price: Firm Year 3	\$ _____
4)	Evaluated Bid Price: Firm Year 4	\$ _____
5)	Evaluated Bid Price: Option Year 1	\$ _____
6)	Evaluated Bid Price: Option Year 2	\$ _____
<b><i>Total Evaluated Bid Price</i></b>		<b>\$ _____</b>

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**ANNEX "C"**

**ABORIGINAL OPPORTUNITIES CONSIDERATIONS (AOC)**

**Evaluation and Assessment of AOC Guarantee**

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

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS 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**

<b>BID CRITERIA</b>				<b>TOTAL AVAIL. POINTS</b>
The requirements of the Tlicho Land Claims and Self-Government Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
<b>1. HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the area of the CLCA. Yes = 5 points No = 0 points				5 Points
<b>2. TRAINING:</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the area of the 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	
<b>3. LABOUR:</b> The employment of onsite Aboriginal in carrying out the work of the contracts.  Bidder will be evaluated on their firm guarantee to use 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, categories, overall percentage of labor, labour hours and the total project hours 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 = assigned points  <u>Example:</u> Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)  65 % x 40 = 26 points  <b>NOTE:</b> 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><b>4. SUB-CONTRACTORS / SUPPLIERS:</b> 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.</p> <p><u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____  - Less Non-Aboriginal: \$ _____ =  Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows:  Total guaranteed / Estimated value of contracting = ___ %</p> <p>Points will be assigned based on a percentage (%) of the total points available:  ___ % x total points = assigned points</p> <p><u>Example:</u>  Estimated value of Contract: \$100,000  - Less Non-Aboriginal subcontracting: \$ 45,000 =  Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ 55,000</p> <p><math>\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%</math></p> <p><math>55\% \times 40 = 22 \text{ points}</math></p> <p>NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal businesses will be made through:</p> <ul style="list-style-type: none"> <li>Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory.  <a href="https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058">https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058</a></li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.</li> </ul> <p>*** Penalty Conditions will apply to this criterion.</p>	<b>40 Points</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

## **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.
3. For follow-up purposes, the communities may receive copies of the contractors Aboriginal/Inuit Benefits plan and periodically receive performance monitoring results

**TABLE 1 – Head Office**

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

**TABLE 2 – Guarantee of Aboriginal Training**

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

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Onsite Aboriginal Employee Hours</b>	<b>Total Employee Hours</b>
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		

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**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 monthly 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.
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.
6. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results

### Return Reports to:

Contracting Authority Name: Dallas Scott  
Email: [dallas.scott@pwgsc-tpsgc.gc.ca](mailto:dallas.scott@pwgsc-tpsgc.gc.ca)

**TABLE 1 – Head Office**

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

**TABLE 2 – Achievement of Aboriginal Training**

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



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### TABLE 3 – Achievement of onsite Aboriginal Labour Content

Total No. Of onsite Aboriginal Person Hours for This Contract = \_\_\_\_\_ %  
Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Total 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	Aboriginal Company	Non- Aboriginal 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.

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**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 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 1% of the final contract value may be deducted from the final payment (Table 1A)
3. 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 1% of the final contract value may be deducted from the final payment. (Table 1B)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	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{\quad}{\quad} \% * 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)% x (Final contract value) x 1%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Technical Authority:</b>            _____</p> <p><b>Contracting Officer (PWGSC):</b>            _____</p>		

TABLE 1B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY			
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}} = \frac{\quad}{\quad} \% * 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>  0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.  14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.  28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>  (100 - total assessed score)% x (Final contract value) x 1%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Technical Authority:</b>  _____</p> <p><b>Contracting Officer (PWGSC):</b>  _____</p>		

Solicitation No. - N° de l'invitation  
W6853-181005/A  
Client Ref. No. - N° de réf. du client  
W6853-181005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41088

Buyer ID - Id de l'acheteur  
EDM064  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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