



## 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

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

The proposed requirement is subject to the following  
Comprehensive Land Claims Agreements: Tlicho Land  
Claims and Self-Government Agreement

### 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> Vacant Unit Checks	
<b>Solicitation No. - N° de l'invitation</b> EW076-190459/A	<b>Date</b> 2019-01-08
<b>Client Reference No. - N° de référence du client</b> PSPC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-100-11533	
<b>File No. - N° de dossier</b> EDM-8-41067 (100)	<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 2019-02-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<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> Fisher, Drew	<b>Buyer Id - Id de l'acheteur</b> edm100
<b>Telephone No. - N° de téléphone</b> (780) 901-4270 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	

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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EW076-190459/A  
Client Ref. No. - N° de réf. du client  
EW076-190459

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

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

This procurement is subject to the following Comprehensive Land Claims Agreement(s): Tlicho Land Claims and Self-Government Agreement

### **1.4 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.

### **1.5 Trade Agreements**

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

### **1.6 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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Bids

Bids/Offer 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:

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

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) 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.  
(780) 497-3510

Submissions faxed to PWGSC will be accepted.

### 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian

Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## **2.5 Applicable Laws**

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

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.

## **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: Aboriginal Opportunities Considerations, if applicable

- 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 (1 hard copy or 1 fax copy)  
Section II: Financial Bid (1 hard copy or 1 fax copy)  
Section III: Certifications (1 hard copy or 1 fax copy)  
Section IV: Aboriginal Opportunities Considerations (1 hard copy), if applicable

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 "F" Electronic Payment Instruments, to identify which ones are accepted.

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

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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

### 3.1.3 SACC Manual Clauses

#### Section III: Certifications

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

#### Section IV: Aboriginal Opportunities Considerations

Bidders must submit the certifications required under Annex "E", Aboriginal Opportunities Considerations, if applicable.

## 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

- a) Failure to meet any of the following mandatory requirements **at solicitation closing** will render your submission non-compliant and given no further consideration.
  - Ability to perform the full scope of the work described in Annex "A", Statement of Work.

#### 4.1.2 Financial Evaluation

The total assessed bid price will be determined using the rates provided in the Basis of Payment of Annex "B" and will be calculated as follows:

- (a) For line items 1. 1.1 – 1.3, the unit prices will be multiplied by the estimated annual usage for each of the four years in the Basis of Payment, Annex "B".
- (b) The results of the calculations in (a) above will be added together to obtain the total assessed bid price.

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

### 4.2 Basis of Selection

#### Basis of Selection - Highest Combined Rating of Technical IBP 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 5% for the technical merit and 95 % 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 5 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 95 %.
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.

Examples of Weighting: 95/5, 90/10, 85/15

95 Price and 5 IBP

Successful Bidder

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 95%	IBP Score	IBP Score out of 5%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	95.0	0.0	0.0	95.0
b	\$55,000.00	\$50,000/\$55,000	90.9	86.4	10.0	5.0	91.4
c	\$54,000.00	\$50,000/\$54,000	92.6	88.0	10.0	5.0	93.0

90 Price and 10 IBP

Successful Bidder

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 90%	IBP Score	IBP Score out of 10%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	90.0	0.0	0.0	90.0
b	\$55,000.00	\$50,000/\$55,000	90.9	81.8	10.0	10.0	91.8
c	\$54,000.00	\$50,000/\$54,000	92.6	83.3	10.0	10.0	93.3

## 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.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## 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** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security

screening of the Offeror personnel required by this Standing Offer has been completed satisfactorily by the CISC, PWGSC, the Offeror personnel **MAY NOT ENTER** sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C"
  - b. Industrial Security Manual (Latest Edition).

## 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work 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

[2010C](#) (2018-06-21), General Conditions - Services (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 four (4) years from date of Contract to award.

### 6.4.2 Comprehensive Land Claims Agreement(s)

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

Tlicho Land Claims and Self-Government Agreement

### 6.4.3 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Solicitation No. - N° de l'invitation  
EW076-190459/A  
Client Ref. No. - N° de réf. du client  
EW076-190459

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

Directorate: Western Region  
Address:

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

Telephone: 780-901-4270  
Facsimile: 780-497-3510  
E-mail address: drew.fisher@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** (will be inserted at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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 Offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

#### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices as specified in Annex "B"- Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

### **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (TBD). 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.

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.

### **6.7.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit  
H1008C (2008-05-12), Monthly Payment

### **6.7.4 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)

## **6.8 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - d. a copy of the monthly progress report.
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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.10 Applicable Laws**

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

### **6.11 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 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex "B", Basis of Payment
- (e) Annex "C" Security Requirements Check List
- (f) Annex "D" Comprehensive Land Claim Agreements
- (g) Annex "E" Aboriginal Opportunity Considerations
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### **6.12 SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations  
G1005C (2016-01-28), Insurance - No Specific Requirement

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## ANNEX "A"

### STATEMENT OF WORK

#### 1.1 Location

Work Sites will include Public Works & Government Services Canada (PWGSC) Crown Owned Housing Units, Apartment Units, Leased Houses and Leased Apartment Units in Yellowknife, NT.

#### 1.2 General

Scope of work under this contract includes, but is not limited to, the provisions of all labour, inspection services and transportation to and from Federal Government housing and apartment units to perform regular vacant unit and cold weather checks on vacant and occupied (vacationing tenants) Federal housing and apartment units.

PWGSC has a housing portfolio of approximately 240 units. The number of units to be serviced under this requirement is a rotating 40-60 at one time.

The inventory of units that need to be checked changes from week to week. A PWGSC Housing Clerk will send a unit list with addresses upon contract award and send an updated list every week to the Contractor.

PWGSC will conduct spot checks on various units through the calendar year and provide feedback and/or follow-up information to the Contractor.

The Contractor must provide telephone numbers for regular business hours (Monday through Friday) for Regular Vacant Unit Checks and telephone numbers for after hours for Cold Weather Checks, upon contract award. The provision of an email address is requested.

The Contractor will install and remove winter watchmen red lights in every unit as needed.

#### 1.3 Regular Vacant Unit Checks

The Contractor must complete regular vacant unit checks once a week during the hours of 8:00 a.m. through 5:00 p.m. (Monday through Friday) for each vacant unit on the unit list throughout each year of the contract period, including option years.

The Contractor is permitted to complete the checks throughout the week but they must be completed on or before Friday at 5:00 p.m. each week. The Contractor will be paid for 8 hours of work per week.

The Contractor is required to complete a checklist once a week for each Vacant Unit Check and submit a copy to PWGSC with their monthly invoice. The checklist form will be provided to the Contractor upon contract award. The Checklist contains the following:

1. Ensure furnace/electric baseboard thermostats in each unit are set to 20 degrees Celsius (October thru April) and ensure the thermostat attached to the Winter Watchman Red Light is set to 15 degrees, functioning and clearly visible from the road.

2. Turn Thermostat off for the months of May thru September.
3. Turn the exterior lights off for the vacant units during the months of May through September
4. Check that furnace is operational.
5. Visual inspection of fuel tank.
6. Check hot water tanks for leaks.
7. Flush toilets; run water for one minute in all sinks and bathtubs.
8. Ensure all doors such as the front door, back door, patio doors and all windows in the units are locked.
9. Report any Health & Safety related issues you encounter and report any property damage or required repairs to PWGSC Housing Clerks by email ([WST.YKHOUSING@pwgsc-tpsgc.gc.ca](mailto:WST.YKHOUSING@pwgsc-tpsgc.gc.ca)) or by phone (867-766-8352).
10. Perform a outdoor circle check of the property and report any items requiring repair to PWGSC Housing Clerks.
11. Close exterior fence gates if left open.
12. Report any dog feces to be cleaned up in the yard(s) to PWGSC Housing Clerks.
13. Report any vehicles, trailers or equipment illegally parked on the premises to the PWGSC Housing Clerks.
14. Check mailbox for any items and drop them off at the PWGSC office Attention PWGSC Housing Clerks at the Greenstone Building, 5101-50<sup>th</sup> Ave., 4<sup>th</sup> Floor West, Yellowknife, NT X1A 2NR.

#### 1.4 Cold Weather Checks

Locations: Crown Owned housing and apartment units.

The Contractor will perform a Cold Weather Check when outside ambient temperature falls below – 20 degree Celsius. The temperature source will be checked at 7:00 p.m. (Monday through Friday) and at 10:00 a.m. and at 9:00 p.m. (Saturday, Sunday and Statutory Holidays) on the Environment Canada website for Yellowknife, NT Canada.

When the temperature falls below -20 degrees, the Contractor will be paid for 2 hours of work per day (Monday through Friday and 4 hours of work per day (Saturday, Sunday and Statutory Holiday). The Contractor must conduct the checks each evening between 8:00 p.m.-10:00 p.m. (Monday thru- Friday), and twice/day on Saturday, Sunday and Statutory Holidays (once at 11:00 a.m. and once at 10:00 p.m.).

The Contractor is required to complete a second checklist once a week for each Cold Weather Unit Check and submit a copy to PWGSC with their monthly invoice. The checklist will be provided to the Contractor upon contract award.

1. Drive by each unit on the Vacancy list to ensure the Winter Watchmen Red Light is not lit
2. Should the light be RED, go into the unit to inspect the following:
  - Ensure thermostat is set to 20 degrees Celsius
  - Is furnace operational
  - Fuel levels
3. Depending on the results of the inspection, the Contractor must call the National Service Call Center (NSCC) @ 1-800-463-1850 to let them know that there is no heat and/or fuel in the unit.

#### 1.6 Building Access

Only those employees of the Contractor who have received the necessary security clearance will be permitted access to any tenant occupied Crown Owned Housing Units, Apartment Units, Leased Houses and Leased Apartment Units.

#### 1.7 Acceptance Criteria

Acceptance of the work will be determined by the Project Authority following examination of the checklists submitted with each invoice documenting all work performed.

#### 1.8 Health & Safety Requirements

- a) Responsibility: All accidents are to be reported to the PWGSC Housing Clerks immediately.
- b) Unforeseen Hazards: Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during the performance of work, report to PWGSC Housing Clerks immediately.

## ANNEX "B"

### BASIS OF PAYMENT

- Firm Unit Prices shall include all costs for labour, overhead, fringe benefits, profit, travel and living, materials and supplies, and other disbursements.
- If pricing is not provided for each line item the bid will be considered non-responsive.
- Prices must be provided for each line item and as per the format shown below.
- Firm Unit Prices do not include GST; GST will be added to the invoice as a separate line item.
- Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.

#### Year One

Item	Description	Estimated Annual Usage	Firm Unit Price
1	Labour rates including all costs to provide the service.		
1.1	During regular working hours: Vacant Unit Checks <b>(8 hour flat rate/week)</b> Monday through Friday (08:00-17:00)	52 weeks  (8hrs/week x 52 weeks = 416 hours/year)	\$ ____/week
1.2	Outside regular working hours : Cold Weather Checks <b>(2 hour flat rate/day)</b> Monday through Friday – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Once/day – between 8:00 p.m.- 10:00p.m.)	260 hours  (10 hrs/week x 26 weeks)	\$ ____/hour
1.3	Outside regular working hours: Cold Weather Checks <b>(4 hours flat rate/day)</b> Weekends and Statutory Holidays – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Twice/day – 11:00 a.m. and 10:00 p.m.)	228 hours  (8 hrs/week x 26 weeks + 20 hours stat. holidays)	\$ ____/hour

Solicitation No. - N° de l'invitation  
EW076-190459/A  
Client Ref. No. - N° de réf. du client  
EW076-190459

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

## Year Two

Item	Description	Estimated Annual Usage	Firm Unit Price
1	Labour rates including all costs to provide the service.		
1.1	During regular working hours: Vacant Unit Checks <b>(8hour flat rate/week)</b> Monday through Friday (08:00-17:00)	52 weeks  (8 hrs/week x 52 weeks = 416 hours/year)	\$ ____/week
1.2	Outside regular working hours : Cold Weather Checks <b>(2 hour flat rate/day)</b> Monday through Friday – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Once/day – between 8:00 p.m- 10:00p.m.	260 hours  (10 hrs/week x 26 weeks)	\$ ____/hour
1.3	Outside regular working hours: Cold Weather Checks <b>(4 hours flat rate/day)</b> Weekends and Statutory Holidays – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Twice/day – 11:00 a.m. and 10:00 p.m.)	228 hours  (8 hrs/week x 26 weeks + 20 hours stat. holidays)	\$ ____/hour

Solicitation No. - N° de l'invitation  
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EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

### Year Three

Item	Description	Estimated Annual Usage	Firm Unit Price
1	Labour rates including all costs to provide the service.		
1.1	During regular working hours: Vacant Unit Checks <b>(8hour flat rate/week)</b> Monday through Friday (08:00-17:00)	52 weeks  (8 hrs/week x 52 weeks = 416 hours/year)	\$ ____/week
1.2	Outside regular working hours : Cold Weather Checks <b>(2 hour flat rate/day)</b> Monday through Friday – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Once/day – between 8:00 p.m- 10:00p.m.	260 hours  (10 hrs/week x 26 weeks)	\$ ____/hour
1.3	Outside regular working hours: Cold Weather Checks <b>(4 hours flat rate/day)</b> Weekends and Statutory Holidays – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Twice/day – 11:00 a.m. and 10:00 p.m.)	228 hours  (8 hrs/week x 26 weeks + 20 hours stat. holidays)	\$ ____/hour

Solicitation No. - N° de l'invitation  
EW076-190459/A  
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EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

#### Fourth Year

Item	Description	Estimated Annual Usage	Firm Unit Price
1	Labour rates including all costs to provide the service.		
1.1	During regular working hours: Vacant Unit Checks <b>(8 hour flat rate/week)</b> Monday through Friday (08:00-17:00)	52 weeks  (8 hrs/week x 52 weeks = 416 hours/year)	\$ ____/week
1.2	Outside regular working hours : Cold Weather Checks <b>(2 hour flat rate/day)</b> Monday through Friday – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Once/day – between 8:00 p.m- 10:00p.m.	260 hours  (10 hrs/week x 26 weeks)	\$ ____/hour
1.3	Outside regular working hours: Cold Weather Checks <b>(4 hours flat rate/day)</b> Weekends and Statutory Holidays – November 1 <sup>st</sup> to April 30 <sup>th</sup> (Twice/day – 11:00 a.m. and 10:00 p.m.)	228 hours  (8 hrs/week x 26 weeks + 20 hours stat. holidays)	\$ ____/hour

Solicitation No. - N° de l'invitation  
EW076-190459/A  
Client Ref. No. - N° de réf. du client  
EW076-190459

Amd. No. - N° de la modif.  
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EDM-8-41067

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

(See attached document)

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## ANNEX "D"

### COMPREHENSIVE LAND CLAIM AGREEMENTS

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

In this requirement, it is not mandatory for **Contractors** 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**.

**Contractors** 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 Mòw'hi Gogha Dè Nîîtàèè (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”.

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**ANNEXE « E »**

**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.

**Contractor Selection**

The Contractor selection will be based on the highest responsive combined rating of AOC and price. The ratio will be 5% for the Aboriginal Opportunity Considerations Plan and 95% for the price.

AOC Score =  $\frac{\text{Offerors' Points}}{\text{Maximum Points}} \times 5\%$

Cost Score =  $\frac{\text{Lowest Offer}}{\text{Offerors' Cost}} \times 95\%$

### **ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA**

<b>BID CRITERIA</b>				<b>TOTAL AVAIL. POINT S</b>
The requirements of the Tlicho Land Claims <b>and Self-Government</b> Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
<b>HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in 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 onsite 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	

<p><b>3. LABOUR:</b> The employment of onsite Aboriginal in carrying out the work of the contract.</p> <p>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.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, 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.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available. ___ % x total points available = assigned points</p> <p>Example: Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> <p>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.</p> <p>*** Penalties Conditions will apply to this criterion.</p>	<p>40 Points</p>
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<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. <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 = ____a____ %</p> <p>Points will be assigned based on a percentage % of the total points available:  _a__ % x total points = assigned points</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><math>\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%</math></p> <p>55 % x 40 = 22 points</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"> <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>	40 Points
<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 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 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		

**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 labour, labour hours and the total project hours		

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

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

## **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 quarterly.
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 0.5% 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: Drew Fisher  
Email: Drew.Fisher@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 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 Hour 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 BENEFITS PLAN 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 0.5% 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 0.5% 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}} \times 100\%</math> * 60</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 0.5%</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</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}} \times 60\%</math></p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting / supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b>  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>  <math>(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 0.5\%</math></p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative (if applicable):</b>  _____</p> <p><b>Technical Authority:</b>  _____</p> <p><b>Contracting Officer (PWGSC):</b>  _____</p>		

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## **ANNEX "F" to PART 3 OF THE BID SOLICITATION**

### **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)



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EW076-19-0459

Security Classification / Classification de sécurité  
UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

#### PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

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



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

**PRODUCTION**

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

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

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



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? ☒ No / Non ☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).