



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada  
Canada Place/Place du Canada  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3  
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  
Northern Contaminated Site Program  
Canada Place/Place du Canada  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Fuel System Upgrades - Yellowknife	
<b>Solicitation No. - N° de l'invitation</b> EW479-201150/A	<b>Date</b> 2019-10-21
<b>Client Reference No. - N° de référence du client</b> ESAT-EW479-201150	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-014-11708	
<b>File No. - N° de dossier</b> NCS-9-42104 (014)	<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 2019-11-06</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> Giguere, Mario	<b>Buyer Id - Id de l'acheteur</b> ncs014
<b>Telephone No. - N° de téléphone</b> (780) 246-0393 ( )	<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 5101-50TH AVENUE PO 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>

**RETURN BIDS TO:**

**Bid Receiving  
Public Works and Government Services Canada  
Canada Place  
10<sup>th</sup> Floor, 9700 Jasper Ave  
Edmonton, AB T5J 4C3**

*Firms intending to submit bids on this project should obtain bid documents through the GETS service provider on the Government of Canada Web site at <http://buyandsell.gc.ca/procurement-data/tenders>.*

*Firms that obtain bid documents from a source other than the official site run the risk of not receiving a complete package.*

## INVITATION TO TENDER

Fuel System Upgrades  
Yellowknife, Northwest Territories  
Project number: R.015993.592

## IMPORTANT NOTICE TO BIDDERS

### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

#### **Prompt Payment Principles**

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

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

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

### PWGSC UPDATE ON ASBESTOS USE

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

### ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in SC02.

### LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI11 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

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

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

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
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**BID AND ACCEPTANCE FORM (BA)**

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BA02 Business Name and Address of Bidder  
BA03 The Offer  
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BA05 Acceptance and Contract  
BA06 Construction Time  
BA07 Bid Security  
BA08 Signature

**APPENDIX 1 INTEGRITY PROVISIONS**

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

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

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [mario.giguere@pwgsc-tpsgc.gc.ca](mailto:mario.giguere@pwgsc-tpsgc.gc.ca). Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 REVISION OF BID**

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

### **SI04 BASIS OF SELECTION – HIGHEST COMBINED RATING OF ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC) MERIT AND PRICE**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 0 points overall for the AOC 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 AOC and price. The ratio will be 10% for the technical merit and 90% for the price.
4. To establish the AOC 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 AOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of AOC merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 10/90 ratio of AOC merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

#### Basis of Selection - Highest Combined Rating AOC Merit (10%) and Price (90%)

		Bidder 1	Bidder 2	Bidder 3
Overall AOC Score		50/100	70/100	90/100
Bid Evaluated Price		\$45,000.00	\$50,000.00	\$55,000.00
Calculations	AOC Merit Score	50/100 x 10 = 5.00	70/100 x 10 = 7.00	90/100 x 10 = 9.00
	Pricing Score	45/45 x 90 = 90.00	45/50 x 90 = 81.00	45/55 x 90 = 73.63
Combined Rating		95.00	88.00	82.63
Overall Rating		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>

#### SI05 INSUFFICIENT FUNDING

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

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

## **SI06 BID VALIDITY PERIOD**

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

## **SI07 CONSTRUCTION DOCUMENTS**

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

## **SI08 WCB AND SAFETY PROGRAM**

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

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

## **SI09 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)**

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

## **SI10 LIMITATION OF SUBMISSIONS**

- 1) While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.



- 2) A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 3) An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Contractors Team by more than one Bidder
- 4) Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.
- 5) Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## SI11 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

### **GI07 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

## SI12 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

Solicitation No. - N° de l'invitation  
EW479-201150/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ncs014

Client Ref. No. - N° de réf. du client  
ESAT-EW479-201150

File No. - N° du dossier  
NCS-9-42104

CCC No./N° CCC - FMS No./N° VME

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

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

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

## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
  - i. the Contractor's technical proposal.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

#### **1) Insurance Contracts**

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

## 2) Period of Insurance

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

## 3) Proof of Insurance

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

## 4) Insurance Proceeds

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

## 5) Deductible

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

# SC04 WORKPLACE SAFETY AND HEALTH

## 1. EMPLOYER/PRINCIPAL CONTRACTOR

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

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;

- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:

- 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or

- 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

## 2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

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

### 3. LABOUR AUTHORITY CONTACT:

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

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

#### Northwest Territories

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

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

### DECLARATION

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
SIGNATURE

## **SC05 COMPREHENSIVE LAND CLAIMS 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**.

Upon award, the Contractor will submit a written plan of consultations, measures and procedures taken to deliver on the Aboriginal Employment and Business commitments made in the bid.

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

## **SC06 PERFORMANCE EVALUATION-CONTRACT**

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance. "The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is generally used to record the performance. However, should the actions of the contractor require the initiation of a conditional amendment and/or a Termination by Default, PWGSC may proceed with a Vendor Performance Corrective Measure assessment. Additional information about Conditional Amendments and the Vendor Performance Corrective Measure Policy may be found at: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>."

## **SC07 FUEL WAIVER**

Canada does not warrant the condition of the fuel or its use in any manner or form and the contractor assumes all risk and liability for its use, transport and storage and agrees to indemnify Canada fully in this regard.

## **SC08 MEDIA INQUIRIES**

*R2810D - General Condition (GC) 1 - General Provisions - Construction Services GC1.2.3 Security and protection of documents and Work* is modified to include the following;

6. Due to the sensitive nature of the contract the Contractor will not respond directly to any media inquiry in respect of the work. The Contractor will direct all media inquiries and requests to the Departmental Representative for response.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Fuel Tank Repairs and Upgrades  
Yellowknife, Northwest Territories

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

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

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

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding Applicable Tax(s).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

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

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within sixteen (16) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

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

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## APPENDIX 2 - LISTING OF SUBCONTRACTORS

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

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

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

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

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

*\* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## Voluntary Certification

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

(page 2 of 2)

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

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

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

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

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

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

Number of company employees: \_\_\_\_\_

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

Trades of those apprentices:

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## APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

### Contracting Authority is:

Name: Mario Giguère  
Title: Procurement Specialist  
Department: Public Services and Procurement Canada  
Telephone: 780-246-0393  
e-mail: [mario.giguere@pwgsc-tpsgc.gc.ca](mailto:mario.giguere@pwgsc-tpsgc.gc.ca)

***TO BE PROVIDED AT CONTRACT AWARD.***

### Technical Authority is :

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Division: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

## APPENDIX 5 – ABORIGINAL OPPORTUNITIES CONSIDERATIONS

### 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.

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 Mòwhì 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”.

### Evaluation and Assessment of AOC Guarantee

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

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

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

## **ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA**

BID CRITERIA				TOTAL AVAIL. POINTS
The area of the contract is within both Môwhì Gogha Dè Nîṭâèè, as defined in the Tlicho Land Claims and Self-Government Agreement, and the Akaitcho Asserted Territory, as defined in the Akaitcho Interim Measures Agreement.  The requirements of the Tlicho Land Claim Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
1. <b>HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract.				5 Points
2. <b>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 contract at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Aboriginal training hours, with the proposal committing to the highest number of training hours receiving full points.				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	
3. <b>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 onsite Aboriginal people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.  Percentages should be supported by 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  Example: Bidder guarantees 65% of labor hours will be Aboriginal = 65% of total points (40)  65 % x 40 = 26 points  NOTE: Bidder must demonstrate how they will meet their Labor %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.  *** Penalties and Incentives Conditions will apply to this criterion.				40 Points

<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b></p> <p>The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the area of the contract associated with the Contract.</p> <p>Note: if the Prime Contractor is an Aboriginal owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><u>Bidders should provide their guarantee of Aboriginal Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____</p> <p>Total guaranteed for Aboriginal Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = ____a____ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>____ % x total points = assigned 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>*** Penalties and Incentives Conditions will apply to this criterion.</p>	<p>40 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>



**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**

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

**TABLE 2 – Guarantee of Aboriginal Training**

Name & Position Title (Provide name(s) where possible)	Type of Training	Aboriginal Training Hours
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

Name & Position Title (Provide name(s) where possible)	Onsite Aboriginal Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, 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 monthly.
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/Inuit Benefits plan and periodically receive performance monitoring results

### Return Reports to:

Contracting Authority Name: Mario Giguère  
Email: [mario.giguere@pwgsc-tpsgc.gc.ca](mailto:mario.giguere@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 contract.

**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.		

### 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)	<u>Onsite Aboriginal Employee Hours</u>	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	<u>Aboriginal Company</u>	<u>Non- Aboriginal Company</u>
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 INCENTIVE AND PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the 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 hold back provisions. (Table 2A)
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 hold back provisions. (Table 2B)
4. If the contractor hires additional onsite Aboriginal resources above the established employment guarantees that were certified in the bid, which results in Aboriginal employment, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1A)
5. If the contractor exceeds the percentage of Aboriginal Sub-contractors/Suppliers guarantees that were certified in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1B)
6. Contractors who exceed the AOC guarantee under one criterion but fall short on the other may be evaluated for a penalty and an incentive. The Aboriginal Incentive and Penalty Conditions as specified above will be assessed based on the formulas identified herein.
7. 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.
8. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
9. Canada reserves the right, at their sole discretion, to reduce or eliminate penalties 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 incentive and 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.

<b>ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST</b> <b>CONTRACTOR: _____</b>			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Aboriginal Labour Person Hours		
2	Percentage of Aboriginal Sub-Contracting/Supplier costs		
3	Final Contract Value (no gst)	\$	
4	<b>Certified Onsite Aboriginal employment guarantee met, exceeded or fell short?</b>  <b>Met</b> - No applicable penalty or bonus.  <b>Exceeded</b> - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project; <b>Proceed to Table 1A</b>  <b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2A</b>		
5	<b>Certified Aboriginal Sub-contracting/Supplier guarantee met, exceeded or fell short?</b>  <b>Met</b> - No applicable penalty or bonus.  <b>Exceeded</b> - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project; <b>Proceed to Table 1B</b>  <b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2B</b>		
7	<b>COMMENTS:</b>		

**TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL  
LABOUR INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>INCREASED ONSITE ABORIGINAL LABOUR:</b></p> <p><b>Note:</b> Aboriginal participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Aboriginal labour for the Contract based on the following:</p> <p>% Increase = <math>\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}} \times 60</math></p> <p>Explanation of above calculation: The calculation is not meant to assess the achievements of what a bidder proposed, but rather the remaining percentage available for bidders to increase their achievements</p> <p>Example: A bidder proposed 52% and achieved 64% <math>\frac{64 - 52}{100 - 52} = \frac{12}{48} = 25\%</math> 25% of 60 points = 15 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 increase the onsite Aboriginal labour 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 increase the Aboriginal guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal guarantees.</p>	40	
503	<b>TOTAL ASSESSED SCORE</b>	100	
4	<b>RECOMMENDED ABORIGINAL LABOUR INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 1B - ASSESSMENT OF ABORIGINAL  
SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>INCREASED ABORIGINAL SUB-CONTRACTING/SUPPLIER GUARANTEE:</b></p> <p>Calculate the percentage increase of Aboriginal Sub-Contracting/Supplier costs for the Contract based on the following:</p> $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}} * 60$ <p>Explanation of above calculation: The calculation is not meant to assess the achievements of what a bidder proposed, but rather the remaining percentage available for bidders to increase their achievements</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b> Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase sub-contracting/supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to the Aboriginal increase the guarantees.</p> <p>14-27 points – Contractor demonstrated moderate effort while attempting to increase the Aboriginal guarantees.</p> <p>28-40 points – Contractor demonstrated outstanding effort while attempting to increase the Aboriginal guarantees</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>RECOMMENDED ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</b></p> <p>(final contract value) x 1% x (total assessed score/100)</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		



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

**TABLE 2B - 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></p> <p>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></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC sub-contracting/supplier guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b></p> <p><math>(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 1\%</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>_____</p> <p><b>Technical Authority:</b></p> <p>_____</p> <p><b>Contracting Officer (PWGSC):</b></p> <p>_____</p>		

Solicitation No. - N° de l'invitation  
EW479-201150/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ncs014

Client Ref. No. - N° de réf. du client  
ESAT-EW479-201150

File No. - N° du dossier  
NCS-9-42104

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A - SPECIFICATIONS AND DRAWINGS**

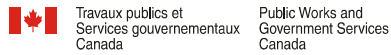
See attached.

**ANNEX B - COST BREAKDOWN TABLE**

The table below is for information purposes only.

Prior to contract award the assessed best value proponent will be required to complete the following table. The total evaluated price must equal the bid submission per the bid price form total submitted at the time of solicitation closing.

Item #	Description	Unit	Total
BOPC-1	Balance of Project Costs (BOPC) including but not limited to: <ul style="list-style-type: none"><li>- Any variable Indirect costs for Overhead and Admin.,</li><li>- Profit</li><li>- Costs for Expeditors,</li><li>- CGL Insurance,</li><li>- All Risk Insurance,</li><li>- WSCC costs,</li><li>- Business Expenses,</li><li>- Ancillary Equipment,</li><li>- Service Vehicles,</li><li>- Supervision,</li><li>- Equipment repairs and parts supply &amp; transport</li></ul>	Lump Sum	\$ _____
	Health and safety	Lump Sum	\$ _____
	Quality control	Lump Sum	\$ _____
	Lot 1 Tank Statement of Work, including: <ul style="list-style-type: none"><li>- Removal/repairs of AST</li><li>- Fuel tank pipings (replace/repair)</li><li>- Temporary fuel tank</li><li>- Fuel cost</li><li>- New fuel tank</li></ul>	Lump Sum	\$ _____
	Lot 2 Tank Statement of Work, including: <ul style="list-style-type: none"><li>- Removal/repairs of AST</li><li>- Fuel tank pipings (replace/repair)</li><li>- Temporary fuel tank</li><li>- Fuel cost</li><li>- New fuel tank</li></ul>	Lump Sum	\$ _____
	<b>Total for Lump Sum Amount Breakdown:</b> This dollar amount shall equal the amount provided for the Lump Sum Amount (LSA) in Appendix 1 – Combined Price Form		\$ _____

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

Page 1 of 2

Description and Location of Work	Contract No. EW479-201150
Fuel System Upgrades	Project No. R.015993.592

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>  <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

### Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

## **ANNEX D - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT** **(Sample)**

*(This report is not required at bid deposit)*

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

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

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

<b>Number of apprentices hired</b>	<b>Trade</b>