



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada  
Victory Building  
3rd Floor/10e étage  
310-269 Main St./310-269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3  
Bid Fax: (204) 983-0338

## INVITATION TO TENDER

## APPEL D'OFFRES

**Tender To: Public Works and Government Services  
Canada**

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

### Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

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

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
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> Hazmat Abatement and Demolition	
<b>Solicitation No. - N° de l'invitation</b> EW699-210048/A	<b>Date</b> 2020-06-08
<b>Client Reference No. - N° de référence du client</b> EW699-210048	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$NCS-025-11848
<b>File No. - N° de dossier</b> NCS-0-43005 (025)	<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 2020-06-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<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> Zacharias, Micah	<b>Buyer Id - Id de l'acheteur</b> ncs025
<b>Telephone No. - N° de téléphone</b> (204) 290-1262 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 5110 and 5112 55 Street Yellowknife Northwest Territories X1A 1P8	

**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>

Solicitation No. - N° de l'invitation  
EW699-210048/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ncs025

Client Ref. No. - N° de réf. du client  
EW699-210048

File No. - N° du dossier  
NCS-0-43005

CCC No./N° CCC - FMS No./N° VME

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**RETURN BIDS TO:**  
**Bid Receiving Public Services and Procurement Canada**  
**Room 310, 269 Main Street**  
**Winnipeg, Manitoba**  
**R3C 1B3**

*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

Hazmat Abatement and Demolition  
Yellowknife, NT  
R.107167.001

### IMPORTANT NOTICE TO BIDDERS

#### TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions 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 <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

#### LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI10 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

Due to the impacts of the COVID-19 pandemic and to encourage physical distancing, the bid receiving unit will remain open but with limited staff and limited hours: Monday, Wednesday, Thursday and Friday, 9 am to 11 am and Tuesday, 9 am to 2 pm (local time).

Public tender openings will be suspended until further notice. Following solicitation closing, bid results will be recorded and may be obtained by e-mailing a request to the address indicated in the Invitation to Tender.

Please monitor [Buyandsell.gc.ca](http://Buyandsell.gc.ca) closely as changes to bid closing dates may be necessary.

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Submission of Bid
- SI05 Revision of Bid
- SI06 Opening of Bids / Evaluation
- SI07 Completion of Submissions
- SI08 Insufficient funding
- SI09 Debriefings
- SI10 Bid Validity Period
- SI11 WCB and Safety Program
- SI12 Comprehensive Land Claims Agreements (CLCA)
- SI13 Limitation of Submissions
- SI14 Listing of Subcontractors and Suppliers
- SI15 Web Sites

### 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
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

## **CONTRACT DOCUMENTS (CD)**

### **SUPPLEMENTARY CONDITIONS (SC)**

SC01 Industrial Security Related Requirements, Documents Safeguarding  
SC02 Limitation of Liability  
SC03 Insurance Terms  
SC04 Workplace Safety and Health  
SC05 Performance Evaluation-Contract  
SC06 Media Inquiries  
SC07 Order of Precedence

### **BID AND ACCEPTANCE FORM (BA)**

BA01 Identification  
BA02 Business Name and Address of Bidder  
BA03 The Offer  
BA04 Bid Validity Period  
BA05 Acceptance and Contract  
BA06 Construction Time  
BA07 Bid Security  
BA08 Signature

### **APPENDIX 1 INTEGRITY PROVISIONS**

### **APPENDIX 2 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

### **APPENDIX 4 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

### **APPENDIX 5 JOINT VENTURE CERTIFICATION**

### **APPENDIX 6 LUMP SUM BREAKDOWN TABLE**

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

### **ANNEX B VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

### **ANNEX C CERTIFICATE OF INSURANCE**

### **ANNEX D ABORIGINAL OPPORTUNITIES CONSIDERATIONS**

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

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete quotation refer to SI04 'Submission of Bid'.

### **SI02 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>

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [Micah.Zacharias@tpsgc-pwgsc.gc.ca](mailto:Micah.Zacharias@tpsgc-pwgsc.gc.ca). Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI04 SUBMISSION OF BID**

Section G109 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;

- b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 – ABORIGINAL OPPORTUNITIES CONSIDERATIONS;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 - PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Canada requests that bidders follow the format instructions described below in the preparation 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

## **SI05 REVISION OF BID**

Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. REVISED ENVELOPPE 1- Aboriginal Opportunities Considerations and/or REVISED ENVELOPPE 2 – PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

## **SI06 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 – Aboriginal Opportunities Considerations - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a points rated basis.
3. Envelope 2 - Price: Submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.

4. The responsive bid carrying the highest ranking of Indigenous Opportunities Criteria (IOC) points and financial merit will be recommended for contract award.
- To be declared responsive, a bid must:
    - Comply with all the requirements of the bid solicitation; and
    - Meet all mandatory criteria; and
    - Obtain the required minimum of 0 points overall for the IOC which are subject to point rating. The rating is performed on a scale of 100 points.
  - Bids not meeting (i), (ii), or (iii) will be declared non-responsive.
  - The selection will be based on the highest responsive combined rating of IOC, merit and price. The ratio will be 10% for the IOC and 90% for the price.
  - To establish the IOC merit score, the overall IOC 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%.
  - To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
  - For each responsive bid, the IOC merit score and the pricing score will be added to determine its combined rating.
  - Neither the responsive bid obtaining the highest IOC 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.

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 IOC and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.00

Basis of Selection - Highest Combined Rating Price (90%) and IOC Merit (10%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IOC Score		85/100	66/100	71/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	IOC Merit Score	85/100 x 10 = 8.5	66/100 x 10 = 6.6	71/100 x 10 = 7.1
	Pricing Score	45/55 x 90 = 73.64	45/50 x 90 = 81.00	45/45 x 90 = 90.00
Combined Rating		82.14	87.60	97.10
Overall Rating		3rd	2nd	1st

5. Bid results may be obtained from the Contracting Authority named on the cover page of the Request for Proposal following completed evaluation.

#### **SI07 COMPLETION OF SUBMISSION**

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

#### **SI08 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 highest ranking of technical and financial merit.

#### **SI09 DEBRIEFINGS**

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

#### **SI10 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.

#### **SI11 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.

## **SI12 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)**

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

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

This procurement is subject to the Tlicho Land Claims and Self-Government Agreement.

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

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

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

[http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf)

### **26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS**

26.3.1 Where government carries out public activities wholly or partly in Mòwìì 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”.

## **SI13 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, in which case they are requested to complete Appendix 6. 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) 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.

## SI14 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.**

## SI15 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 PWGWSC-TPSGC 506)

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

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

## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2017-08-17);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
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	(2019-11-28);
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

#### **NUNAVUT**

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

Telephone: (867) 669- 4403  
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 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>

## **SC06 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;

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.

## **SC07 ORDER OF PRECEDENCE**

*R2810D – General Condition (GC) 1 – General Provisions – Construction Services GC1.2.2.1* is modified to include the following:

- g. The Contractor's technical proposal



## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Abatement of Hazardous Materials and demolition of two residential properties  
5110 and 5112 55 Street, Yellowknife, NT

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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 Taxe(s).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 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 (15) 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

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

### 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 journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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

*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: Micah Zacharias  
Title: Procurement Officer  
Department: Public Services and Procurement Canada  
Telephone: (204) 290-1262  
e-mail: [micah.zacharias@tpsgc-pwgsc.gc.ca](mailto:micah.zacharias@tpsgc-pwgsc.gc.ca)

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

#### Technical Authority is:

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

## APPENDIX 5 – JOINT VENTURE CERTIFICATION

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

The Bidder represents that the bidding entity:

\_\_\_\_\_ IS a joint venture in accordance with the definition above OR

\_\_\_\_\_ IS NOT a joint venture in accordance with the definition above.

A Bidder that is a joint venture represents the following additional information:

(a) Type of Joint venture (mark applicable choice):

- \_\_\_\_\_ Incorporated joint venture
- \_\_\_\_\_ Limited partnership joint venture
- \_\_\_\_\_ Partnership joint venture
- \_\_\_\_\_ Contractual joint venture
- \_\_\_\_\_ Other

(b) Composition: (names and addresses of all members of the joint venture)

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**APPENDIX 6 - LUMP SUM BREAKDOWN TABLE**

The successful bidder will be required to complete the Lump Sum Breakdown table and Balance of Project cost Tables below upon request of the Contracting Authority. The submission will be a condition precedent to award.

1. The tables below are for information purposes only and will not form part of the Contract.
2. The Lump Sum Breakdown is not required at time of bid closing. Prior to contract award, the assessed best value bidder will be required to complete the table below.
3. The total of each of the tables below must equal the LUMP SUM AMOUNTS from the Bid and Acceptance Form total submitted at the time of solicitation closing.

<b>LUMP SUM BREAKDOWN</b> <b>(All Unit Prices are Lump Sum, Quantity 1)</b>		
<b>Item #</b>	<b>Description</b>	<b>Lump Sum Price</b>
BOPC-1	Balance of Project Costs including but not limited to: any indirect costs for overhead, profit & admin, costs for expeditors, meetings, closeout submittals, commercial general liability insurance, all risk insurance, business expenses, WSCC costs, contractor's portion of training expenses, ancillary equipment, service vehicles, supervision, EMT, equipment repairs and parts supply and transport.	\$
01 35 13.43	Special Project Procedures for Contaminated Sites	\$
01 35 29.13	Health, Safety and Emergency Response Procedures for Contaminated Sites	\$
01 56 00	Temporary Barriers and Enclosures	\$
01 77 00	Closeout Procedures	\$
02 41 16	Structure Demolition	\$
02 81 00	Hazardous Materials	\$
02 82 00.01	Asbestos Abatement – Minimum Precautions	\$
02 82 00.03	Asbestos Abatement – Maximum Precautions	\$
02 83 11	Lead-Based Paint Abatement – Intermediate Precautions	\$
31 23 33.01	Excavating, Trenching and Backfilling	\$
<b>LUMP SUM AMOUNT (LSA) CONTRACT PERIOD <a href="#">LINE 1</a></b>		\$



## ANNEX A – SPECIFICATIONS AND DRAWINGS

### BIM 360 REGISTRATION

Upon request, all interested bidders will be given access to download additional information relating to the site through Autodesk BIM360 file sharing software. To register, please email [Micah.Zacharias@pwgsc-tpsgc.gc.ca](mailto:Micah.Zacharias@pwgsc-tpsgc.gc.ca) requesting access to BIM 360. Each Bidder will receive an email asking them to set up their personal profile in BIM 360 in order to access the file sharing platform. Once set up, each Bidder can access additional information at the following location:

<https://insight.b360.autodesk.com/accounts/83783fef-c306-489c-84d7-9c2b98373947/projects/1209e1a5-e403-458a-9c4a-0f5bbb38ebb8/home>

In this folder you will see the following folders:

1. Specifications and Drawings
2. Site Videos

The documents are currently available on BIM 360 for Bidders to download.

## ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

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

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

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

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

Number of apprentices hired	Trade

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

Page 1 of 2

Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

Description and Location of Work	Contract No.
	Project No.

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		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$

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.

<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	<div></div> Telephone number
<div></div> Signature	<div></div> 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 day 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.

Solicitation No. - N° de l'invitation  
EW699-210048/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ncs025

Client Ref. No. - N° de réf. du client  
EW699-210048

File No. - N° du dossier  
NCS-0-43005

CCC No./N° CCC - FMS No./N° VME

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- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

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

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

## ANNEX D 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.

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

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

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

[http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf)

#### 26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mòwhì 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”.

## **PART A - ABORIGINAL OPPORTUNITY CONSIDERATIONS PLAN (AOC)**

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

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

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

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

## **ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA**

BID CRITERIA				TOTAL AVAIL. POINTS
<p>The requirements of the Tlicho Land Claim Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.</p> <p>This procurement is subject to the Tłı̨chǫ Land Claims and Self- Government Agreement. The area of the contract is in the Monfwi Gogha De Niitlee identified in the Tlicho Land Claims and Self-Government Agreement and proximate to Yellowknife and the Akaitcho Dene First Nation Communities of Dettah and N'Dilo. Canada reserves the right to confirm validity of all declarations / commitments.</p>				
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 Area 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. LABOUR:** The employment of onsite Aboriginal in carrying out the work of the contracts.

Bidder will be evaluated on their firm guarantee to use onsite Aboriginal people from the 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.

Labour may be demonstrated as follows:

Aboriginal labour from within the contract area must meet the following criteria:

- A First Nation, Inuit and/or Métis individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project.
- The individual must live within the area of the contract. Proof of residency may be requested (Driver's Licence, Territorial Health Card)

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.

40  
Points



<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b> The use of sub-contractors or suppliers that are Aboriginal in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the 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 Aboriginal 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>- Less Non-Aboriginal subcontracting: \$ _____ =</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>___a___ % x total points = assigned points</p> <p>Example:</p> <p>Estimated value of Contract: \$ 100,000</p> <p>- Less Non-Aboriginal subcontracting: \$ 45,000 =</p> <p>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:</p> <p>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>*** 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 area of the contract.

**TABLE 2 – Guarantee of Aboriginal Training**

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

**TABLE 3 – Guarantee of Onsite Aboriginal Labour Content**

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

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

**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 at end of contract.
2. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.
3. Information provided may be subject to verification.
4. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 2% penalty.
6. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results

### Return Reports to:

Contracting Authority Name: Micah Zacharias  
Email: [Micah.Zacharias@pwgsc-tpsgc.gc.ca](mailto:Micah.Zacharias@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)	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.

### **ABORIGINAL OPPORTUNITY CONSIDERATION PENALTY CONDITIONS**

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

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

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

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

**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></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	<b>TOTAL CALCULATED PENALTY:</b> (100 - total assessed score)% x (Final contract value) x 1%	\$	
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>		