



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Alberta

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/Travaux
publics et Services gouvernementaux Canada

Harry Hays Building (HHB)

Room 759, 220-4th Avenue SE

Calgary

Alberta

T2G 4X3

| | | |
|---|--|---|
| Title - Sujet Snow Clearing - Iqaluit | | |
| Solicitation No. - N° de l'invitation ET025-201385/A | | Date 2020-07-28 |
| Client Reference No. - N° de référence du client PSPC-ET025-201385 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$CAL-137-7085 | | |
| File No. - N° de dossier CAL-9-42077 (137) | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-18 | | Time Zone Fuseau horaire Mountain Daylight Saving Time MDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Loi, Ngan | | Buyer Id - Id de l'acheteur cal137 |
| Telephone No. - N° de téléphone (403) 973-2796 () | | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Nunavut - APPR 969 Federal Road Iqaluit, NU X0A 0H0 Canada | | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
ET025-201385/A
Client Ref. No. - N° de réf. du client
ET025-201385

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-9-42077

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

| | |
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form 572, and any other annexes.

1.2 Summary

- 1.2.1 Public Services and Procurement Canada (PSPC) has a requirement for a contract with Task Authorizations for Snow Removal and Ice Control at the federally owned offices and Crown housing in Iqaluit, Nunavut.

The period of the Contract is for one (1) year from Contract Award. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year periods under the same conditions.

- 1.2.2 This procurement is subject to the following Comprehensive Land Claims Agreement:

- Inuit of Nunavut Land Claim Agreement

- 1.2.2.1 This procurement is reserved for Inuit firms in Nunavut: <https://inuitfirm.tunnngavik.com/>

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

PWGSC Western Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect. It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex C.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

All of the firm monthly rates for the Government of Canada Building, Housing, and Coastguard Building in Annex B will be added together, and the sum will be multiplied by 8 to arrive at the total price for Pricing Schedule 1.

All of the firm hourly rates for the Government of Canada Building, Housing, and Coastguard Building in Annex B will be added together, and the sum will be multiplied by 87 to arrive at the total price for Pricing Schedule 2.

The total price for Pricing Schedule 1 and Pricing Schedule 2 will be added together to arrive at the Total Estimated Price for Year 1.

Total Estimated Price for all 3 years will be added together to arrive at the Total Evaluated Price.

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical merit, Inuit Benefits Plan 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 **35 points** overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of **50 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of Technical merit, Inuit Benefits Plan merit, and price. The ratios will be 40% for Technical merit, 30% the Inuit Benefits Plan merit, and 30% for the price.
4. To establish the Inuit Benefits Plan merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.

5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive offer, the Technical merit score, Inuit Benefits Plan merit score, and the pricing score will be added to determine its combined rating.

Basis of Selection - Highest Combined Rating of Technical merit (40%), Inuit Benefits Plan merit (30%) and Price (30%)

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|--------------------------------|--|---------------------------|------------------------|---------------------------|
| Overall Technical Score | | 45/50 | 40/50 | 42/50 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $45/50 \times 40 = 36$ | $40/50 \times 40 = 32$ | $42/50 \times 40 = 33.60$ |
| | Inuit Benefits Plan (IBP) Merit Score | $50/100 \times 30 = 15$ | $20/100 \times 30 = 6$ | $90/100 \times 30 = 27$ |
| | Pricing Score | $45/55 \times 30 = 24.55$ | $45/50 \times 30 = 27$ | $45/45 \times 30 = 30$ |
| Combined Rating | | 75.55 | 65 | 90.60 |
| Overall Rating | | 2 nd | 3 rd | 1 st |

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16) Status and Availability of Resources

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ 10,000.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Procurement Authority and Contracting Authority before issuance.

6.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

B9031C (2011-05-16), Canada's Obligation – Portion of Work – Task Authorizations

6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "G". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is for one (1) year from Date of Award.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

- Inuit of Nunavut Land Claim Agreement

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ngan Loi
Title: A/Procurement Specialist
Public Works and Government Services Canada

Address: Harry Hays Building Room 759
220 4th Ave SE
Calgary AB T2G 4X3

Telephone: 403-973-2796
Facsimile: 780-497-3510
E-mail address: ngan.loi@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: To be determined

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

6.5.3 Contractor's Representative

(To be completed by Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

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

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Multiple Payments

H1001C (2008-05-12), Multiple Payments

6.7.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

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

6.7.6 Time Verification

C0711C (2008-05-12) Time Verification

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex E, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading “[Dispute Resolution](#)”.

6.14 SACC Manual clauses

[A9068C](#) (2010-01-11) Government Site Regulations

ANNEX "A"

STATEMENT OF WORK

Public Services and Procurement Canada (PSPC) has a requirement for a contract with Task Authorizations for Snow Removal and Ice Control at the federally owned offices and Crown housing in Iqaluit, Nunavut.

The period of the Contract is for one (1) year from Contract Award. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year periods under the same conditions.

The location of this work is 969 Federal Road, Iqaluit, Nunavut Canada X0A 0H0, and it includes various defined sites, government offices and Crown housing units at this location identified in Section 4.

The following standards and deliverables make up the Scope of Work for this Contract with firm monthly tasks and 'as and when required' Task Authorizations (TA).

Section 1 – Standards

1. Services to be performed

The Contractor will provide snow clearing and ice control measures at locations listed in Annex A as per the standards and requirements listed below.

2. Blizzard Conditions defined:

For the definition of a blizzard all of the following four (4) conditions must occur:

- i. Visibility less than 1km in snow or blowing snow
- ii. Wind speed at least 40km/h
- iii. City Services Suspended
- iv. Conditions lasting for at least 6 hours

3. Snow removal and ice control requests

- i. The Technical Authority may request service calls for the removal and/or disposal of snow or ice control for any of the locations identified herein under Section 4.
- ii. All requests placed by the Technical Authority shall be honored at the terms, conditions and prices as quoted in Basis of Pricing, notwithstanding delivery dates.
- iii. The Contractor shall contact the Technical Authority upon entering and leaving the site when applicable.

4. Response time and availability

- i. The Contractor will advise the Technical Authority of the telephone number or cell phone number at which he or his representative may be reached at all times.
- ii. Immediately upon completion of a blizzard, the Contractor must clear a path for the vehicles at the location of all on call personnel as identified by the Technical Authority in the event that they receive an emergency call.
- iii. The Contractor shall correct, on site, any snow or ice conditions deemed hazardous by the Technical Authority, within one (1) hour or receipt of the call or as soon as municipal road conditions permit safe accessibility to the site.
- iv. The Contractor shall respond, on site to any other service call for snow or ice control within four (4) hours of the call or within four (4) hours after municipal road conditions permit safe accessibility to the site.
- v. Work or services performed under this contract shall be to the satisfaction of the Departmental Representative or it will be redone without extra cost to the department.
- vi. The Contractor will be advised by the Technical Authority in writing of the names of the representatives who are authorized to make service calls.

Section 2 — Operational Requirements

1. Damages

The Contractor shall immediately report to Departmental Representative all damages on site caused by the Contractor's personnel or equipment. The Contractor shall be responsible for all costs related to the repairs resulting from such damages

2. Vehicles

All vehicle used on and around the sites shall be clearly identified, clean, mechanically sound and meet national and territorial licensing and safety standards for heavy equipment operation.

3. Personnel

All work shall be performed by qualified operators who are fully licensed, trained and with sufficient experience in heavy equipment operation. PSPC reserves the right to verify the qualifications of any persons performing work under this contract.

4. Equipment on Site

PSPC accepts no responsibility whatsoever for Contractors equipment while left on site or while on any federal property.

5. Securing Site

It is the Contractor's sole responsibility to secure the work area from unauthorized personnel. The contractor must use industry "best practices" and / or those practices conforming to national, territorial

and local codes or standards to manage the movement of pedestrians and traffic while conducting its work in its entirety.

6. Plan of Operation

- i. Contractor shall submit in writing the times of daily site inspections prior to award and shall maintain this schedule throughout the term of the contract. The Contractor shall provide services according to priority set out in Section 4 Priorities.
- ii. Execute the work with minimum disturbance to the occupants, public and normal use of the site.
- iii. Contractor will contact Site Authority in advance to arrange for the relocation of parked vehicles that may interfere with the safe removal of snow from these sites.

7. Health and Safety

a) The Contractor shall submit site-specific Health and Safety Plan after date of Notice to Proceed and three (3) days prior to commencement of the Work, including:

- i. A site- specific safety hazard assessment.
- ii. Safety and health risk or hazard analysis for site tasks and operations
- iii. The use of personal protective equipment.
- iv. Procedures to be implemented during emergency situations. E.g. Anticipated H&S plans to include traffic control where work is conducted in or next to the road. Individuals or employees should be protected from falls into open trenches
- v. Contractors should have copies of trade certificates, fall protection cards, WHMIS cards and Confined space certificates as required.

b) The Departmental Construction Safety Coordinator will review contractors site-specific Health and Safety Plan and provide comments to Contractor within two (2) days after receipt of plan. Contractor shall revise plans as appropriate and resubmit before commencement of the Work.

c) The Contractor shall continue to implement, maintain, and enforce plan until final demobilization from site. Relief from or substitution from any portion or provision of reviewed site-specific Health and Safety Plan must be submitted to the Departmental Representative in writing, either accepting or requesting improvements.

d) Responsibility

- i. Contractor shall be responsible for safety of persons and properly on site and for protection of persons off site and environment to the extent that they may be affected by conduct of Work.
- ii. Contractor shall comply with and enforce compliance by employees with the safety requirements of Contract Documents, applicable federal, provincial, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- iii. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance or Work, the Contractor's personnel shall immediately stop work and advise the Departmental Representative verbally and in writing.

e) Corrections

- i. The Contractor shall immediately address health and safety noncompliance issues identified by Departmental Representative.
- ii. The Contractor shall provide Departmental Representative with the written report of action taken to correct noncompliance of health and safety issues identified.
- iii. Departmental Representative may stop Work if noncompliance of health and safety regulations is not corrected.

f) Precedence

The Contractor shall give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work

Section 3 – Deliverables

1. Snow Removal and Ice Control

The Contractor shall perform snow removal and ice control around federally owned properties as specified herein.

2. Quality Standards

The following standards are to be maintained at the sites specified in Annex A.

3. Stock piling

- i. Snow is to be piled at designated sites as directed by the Departmental Representative until the piles reach a height of ten (10) feet at which time the Contractor will automatically haul the snow off-site and dispose of in a designated site.
- ii. Fences and walls of buildings shall be free of blown, plowed or piled snow. No snow shall be banked between individual units.

4. Safety

Contractor shall provide safe passage for vehicles and pedestrian traffic to and from all buildings, parking lots, lane ways, and main roads at all times. Traffic movement will be free of safety hazards created by the presence of ice or snow piled too high even temporarily. During icy conditions, the contractor will be required to monitor the site frequently and treat ground surface as necessary to meet the safety requirements within the conditions of the contract.

5. Daily Inspections

Contractor shall inspect daily all areas for the sites specified in Annex A to ensure that they meet the safety requirements set out in Section 2 above and that the driveways and access to and from main roads are cleared of snow and ice the full width and that no snow or ice obstructs access to the mechanical rooms.

6. Clear snow and ice

- i. Contractor shall clear snow and ice from all of the areas which may include, but not be limited to: building entrances, emergency exits, steps, doorways, roads, lane ways, all ramps, parking for

disabled persons, parking lots, and access to main roads. Clearing will be done by 7:00 a.m., 7 days a week. This includes shoveling and sanding applicable walkways and doorways.

- ii. In the event of a blizzard, the Contractor will first plow a pass wide enough to allow vehicle and pedestrian access to and from the property of the federal buildings, facilities and all housing units. Cleaning to full width of the federal building parking lot and driveways to houses is to be completed within 24 hours thereafter.
- iii. Vacant Housing: The Contractor will clear snow and ice from vacant housing units. The Departmental Representative will provide the contractor with a list of vacant units and will update the list on a regular basis.

7. Ice control agents

Ice control agents such as sand, must be provided by the contractor to sand parking lots, roadways, entrances and driveways as needed for any of the locations identified in Annex B whether as part of the regular snow removal and ice control or after completing a blizzard snow removal.

8. Clear snow from fire route, fire hydrants, Siamese connections, fuel filler pipes and other services

Keep fire route, and access to fire hydrants clear of snow and ice at all times. Keep fire hydrants, Siamese connections and fuel fillers pipes clear to a diameter of 250cm (7.5 ft.).

9. Clear snow from directional signs

Contractor's personnel shall ensure directional signage is free of snow obstruction.

10. Loading zones

Contractor's personnel will not bank or pile snow temporarily in a loading zone, ditch or drainage area. The Departmental Representative will identify the location to place the snow until it is ready for removal from the site. Trucking snow from site is to be included in total monthly price.

11. Packed snow

Packed snow on driveways will be uniform in depth and not exceed 10 cm. Surfaces shall be level and free of pot holes and other grade variations.

12. Repairs

Repairs to signs or walls damaged by the Contractor during winter snow clearing will be completed to the satisfaction of Departmental Representative by the following July 10th.

13. Priorities

Snow removal and/or ice control at any of the locations indicated in this specification, will be performed in the order indicated below unless otherwise directed by the Technical Authority:

1st: Firm Price locations indicated in monthly rate, then

2nd: Prior authorization required from the Project Authority via a Task Authorization against the contract.

14. As and When requests may include snow clearing from adjacent areas, from the roofs of some buildings (approx. 4 times per year) etc.

Section 4 – Locations

The approximate total square footage for location a. is 2650 m²

The approximate total square footage for locations b to e. is 21,450 m²

The approximate total square footage for location f. is 1,770 m²

Please see Appendix A for satellite images. Bidders are invited to attend the site visit on their own time, if required. Personnel screening is not required as sites can be accessed by the public.

| Locations | Federal Facility Snow Clearing Inventory, Iqaluit, NU |
|--|---|
| a. Government of Canada Buildings (GOCB) | All parking lots, front, back and across the street. |
| b. Green Row Town Houses | <p>Clear snow from in front of units (parking spaces) and up the side of building as reasonably possible to allow access to fuel tanks and mechanical rooms</p> <ul style="list-style-type: none"> • 671 Block A-D • 673 Block A-F • 675 Block A-D • 677 Block A-D • 679 Block A-F • 681 Block A-D • 683 Block A-F |
| c. Suspended Basement Houses | <p>Clear snow from entire driveway around building and the parking space up to and including the garage</p> <ul style="list-style-type: none"> • Building 173 • Building 177 • Building 179 • Building 181 • Building 323 • Building 339 |
| d. One Way Street Housing: | <p>Clear snow for all parking areas, driveway space and allow reasonable access to the fuel tanks</p> <ul style="list-style-type: none"> • 462 Happy Valley • 464 Happy Valley • 466 Happy Valley • 468 Happy Valley • 470 Happy Valley • 472 Happy Valley |

| | |
|-------------------------------------|--|
| e. Priority Houses: (On-Call Staff) | List to be provided to the Contractor by the Technical Authority and updated regularly |
| f. Coast Guard Building | Building 1043 |

Section 5 - Machinery

- a) The Contract will provide all the machinery necessary for the complete and compliant performance of the work.
- b) The fuel, transportation, maintenance and repair costs shall be entirely assumed by the contractor.
- c) PSPC will not be responsible for potential machinery breakdowns which might result from the poor quality of the surface of the areas to be maintained (pot-holes, unequal surfaces, obstacles, etc.) The contractor will be responsible for regularly inspecting of the state of the surfaces and taking note of irregularities in order to accordingly adjust how the vehicles are driven.
- d) All equipment used to perform the work must be in good repair and provide safe operation. Any equipment that becomes unsafe or defective during the course of operation must be removed from the site. The contractor must supply suitable replacement equipment until satisfactory repairs are made.
- e) All equipment must be adequately equipped with flashing beacon, front and rear lights.
- f) The contractor will not store equipment on site.

Section 6 – Operators

All equipment operators must be qualified and experienced with equipment being operated and licensed by the authority having jurisdiction.

Operators must have:

- a) Ability to adjust operation of equipment
- b) Ability to evaluate operation of equipment
- c) Ability to monitor operation of equipment
- d) Knowledge of electrical & mechanical principles
- e) Knowledge of function of tools
- f) Knowledge of safety regulations

Operators must adhere to speed limits posted within the facility parking area and roadways.

Operators must not leave running equipment unattended.

It is the responsibility of the Contractor to ensure that machineries operators hold a valid permit to operate the designated equipment.

Solicitation No. - N° de l'invitation
ET025-201385/A
Client Ref. No. - N° de réf. du client
ET025-201385

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-9-42077

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

The Bidder certifies that they are able to perform all of the work as described in Annex A – Statement of Work.

Authorized Representative Signature

Date

Appendix to Annex A Satellite Images

1. GOCB – Qimugjuk Building



2. Housing



3. Coastguard Building



Solicitation No. - N° de l'invitation
ET025-201385/A
Client Ref. No. - N° de réf. du client
ET025-201385

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-9-42077

Buyer ID - Id de l'acheteur
Cal137
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

- a) Prices quoted shall be firm, all-inclusive rates including all personnel, tools & equipment, fees, travel costs, fuel, sand, waiting time (if required) and all other related costs for the work detailed in Annex A - Statement of Work.
- b) Prices quoted shall not include GST/HST. GST/HST shall be added as a separate item on any invoices issued against this Contract.
- c) Prices are to remain firm for the duration of the Contract.
- d) Prices quoted are to be in Canadian dollars.

Contract Year 1 – for the period of 1 year from Contract Award:

| Line | Description | Estimated usage | Unit of Issue | Government of Canada Buildings | Housing (including mechanical rooms) | Coastguard Building | Total Estimated Cost |
|--|---|-----------------|---------------|--------------------------------|--------------------------------------|---------------------|----------------------|
| Pricing Schedule 1 - Firm All Inclusive Prices | | | | | | | |
| Month rate must include personnel, snow removal, fuel, waiting time, tools & equipment, fees, travel costs, salt/gravel/deicer and any other related costs for the work performed in accordance with the Statement of Work at Annex A. | | | | | | | |
| 1. | For the months from October to May | 8 | month | \$_____/month | \$_____/month | \$_____/month | \$_____ |
| Pricing Schedule 2 - Additional “As and When Requested” work | | | | | | | |
| The Contractor will be paid the following firm hourly rates, for the work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A. | | | | | | | |
| Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary. | | | | | | | |
| 2. | For the months from June to September: Snow removal Equipment with Operators: Labourer – Parking Lots, Access Roads and Sidewalks etc. | 87 | hour | \$_____/hr. | \$_____/hr. | \$_____/hr. | \$_____ |
| Total Estimated Price – Contract Year 1: | | | | | | | \$_____ |

Option Year 1 – period from TBD to TBD:

| Line | Description | Estimated usage | Unit of Issue | Government of Canada Buildings | Housing (including mechanical rooms) | Coastguard Building | Total Estimated Cost |
|--|---|-----------------|---------------|--------------------------------|--------------------------------------|---------------------|----------------------|
| Pricing Schedule 1 - Firm All Inclusive Prices Month rate must include personnel, snow removal, fuel, waiting time, tools & equipment, fees, travel costs, salt/gravel/deicer and any other related costs for the work performed in accordance with the Statement of Work at Annex A. | | | | | | | |
| 1. | For the months from October to May | 8 | month | \$_____/month | \$_____/month | \$_____/month | \$_____ |
| Pricing Schedule 2 - Additional “As and When Requested” work The Contractor will be paid the following firm hourly rates, for the work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A. Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary. | | | | | | | |
| 2. | For the months from June to September: Snow removal Equipment with Operators: Labourer – Parking Lots, Access Roads and Sidewalks etc. | 87 | hour | \$_____/hr. | \$_____/hr. | \$_____/hr. | \$_____ |
| Total Estimated Price – Option Year 1: | | | | | | | \$_____ |

Option Year 2 – period from TBD to TBD:

| Line | Description | Estimated usage | Unit of Issue | Government of Canada Buildings | Housing (including mechanical rooms) | Coastguard Building | Total Estimated Cost |
|--|---|-----------------|---------------|--------------------------------|--------------------------------------|---------------------|----------------------|
| Pricing Schedule 1 - Firm All Inclusive Prices Month rate must include personnel, snow removal, fuel, waiting time, tools & equipment, fees, travel costs, salt/gravel/deicer and any other related costs for the work performed in accordance with the Statement of Work at Annex A. | | | | | | | |
| 1. | For the months from October to May | 8 | month | \$_____/month | \$_____/month | \$_____/month | \$____ |
| Pricing Schedule 2 - Additional “As and When Requested” work The Contractor will be paid the following firm hourly rates, for the work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A. Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary. | | | | | | | |
| 2. | For the months from June to September: Snow removal Equipment with Operators: Labourer – Parking Lots, Access Roads and Sidewalks etc. | 87 | hour | \$_____/hr. | \$_____/hr. | \$_____/hr. | \$____ |
| Total Estimated Price – Option Year 2: | | | | | | | \$____ |

ANNEX "C"

TECHNICAL CRITERIA

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

Supporting documentation must be included to demonstrate compliance to the mandatory technical criteria.

If the supporting documentation is not provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

| Number | Criteria | Mandatory Technical Criteria | Performance Specification Met? Bidder <u>should</u> indicate either Yes/No | Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents. |
|--------|-----------|--|---|---|
| M1 | Company | The company must be an Inuit firm registered on the Inuit Firm Registry (IRF). The firm must appear on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. https://inuitfirm.tunngavik.com/ | | |
| M2 | Personnel | All work shall be performed by qualified operators who are fully licensed and trained. Operators must meet the specifications indicated in Section 6 of the Annex A – Statement of Work. Please provide copies of individual operator resumes, indicating licensing, and training. | | |

| | | | | |
|-----------|---|--|--|--|
| M3 | Company' Experience and Past Performance | <p>Confirmation of providing Snow Clearing and Removal Service work, similar to the services identified in Annex A - Statement of Work.</p> <p>The Bidder must provide proof of their recent experience and past performance for the past ten (10) years.</p> | | |
| M4 | Equipment | <p>The Contractor must provide a list of mechanical equipment including specifications (i.e. make, model number, and year) the Contractor will have available to carry out the services</p> | | |
| M5 | Health and Safety | <p>Provide proof that the Contractor will adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by Federal and Provincial codes and or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.</p> | | |

2. POINT-RATED EVALUATION CRITERIA

- a) The point-rated criteria contained herein will be used to evaluate bids that have met all of the mandatory criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their bids to enable thorough assessment. PSPC's assessment will be based solely on the information contained within the bid.
- b) Each bid must obtain the required minimum of **35 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **50 points**. Bids that fail to achieve the minimum score will be considered technically unacceptable and will be given no further consideration.
- c) Bids that do not obtain the required minimum of **35 points** overall for the point rated technical criteria will be given no further evaluation.

| Item # | Point-rated Criteria | Maximum Score | Points Awarded | Bidder Response Provide cross-reference where the supporting information is found in your proposal | Point Rated Scoring Grid |
|--------|---|---------------|----------------|---|--|
| 1 | Qualifications and Experience | | | | |
| 1.1 | The Bidder must have experience in providing Snow Removal and Ice Control service. | 15 | | | 0 point: Did not submit information which could be evaluated. 5 points: Up to three (3) years but less than five (5) years' of relevant previous experience. 10 points: More than five (5) years but less than ten (10) of relevant experience. 15 points: Ten (10) or more years of relevant experience |
| 1.2 | The Bidder must provide information on previous experience in providing Snow Removal and Ice Control service within the past ten (10) years where the Bidder is clearly identified as the prime contractor. Please provide complete and thorough details to support this experience. | 15 | | | 0 point: Did not submit information which could be evaluated. 5 points: The information provided is unsuitable or insufficient. 10 points: Incomplete details provided. Possesses limited experience that is similar in scope, nature and complexity. 15 points: Complete details provided. Adequate experience that is similar in scope, |

| Item # | Point-rated Criteria | Maximum Score | Points Awarded | Bidder Response Provide cross-reference where the supporting information is found in your proposal | Point Rated Scoring Grid |
|--------|---|---------------|----------------|---|---|
| | | | | | nature and complexity in all areas. |
| 2 | Quality Assurance | | | | |
| | Bidder must provide proof that quality standards described herein will be strictly adhered to as it relates to the Contractor's commitment towards a quality organization and the contractors method of maintaining and improving quality services. | 10 | | | 0 points: Insufficient detail to evaluate whether the bidder is able to meet the requirement 5 points: Average Descriptions are provided but do not fully satisfy the requirement 10 points: Descriptions satisfy the requirements |
| 3 | Equipment | | | | |
| | Bidder must supply and have readily available all equipment required to carry out the services as outlined in the Statement of Work. | 10 | | | 0 points: No equipment listed 5 points: Bidder possesses non-commercial grade equipment 10 points: Bidder commercial-grade equipment |

TOTAL MINIMUM POINTS ACCEPTABLE: 35
TOTAL MAXIMUM POINTS AVAILABLE: 50
TOTAL POINTS ACHIEVED: _____

**APPENDIX A TO ANNEX C
WORK EXPERIENCE TEMPLATE**

| | WORK EXPERIENCE TEMPLATE |
|---|---|
| Name of the Resource | |
| Education | |
| Relevant Certification | |
| | E.G. EXPERIENCE #1 (repeat for each different work experience) |
| Name of the organization the work was performed for; | |
| Title of the Project/work or contract name; | |
| Description of the work provided, including role and responsibilities of the proposed resource; | |
| Start date (specify month and year); | |
| End date (specify month and year); | |
| Total number of year; including if the work is still in progress; | |
| Name and contact information (phone number, e-mail) of an reference who will confirm the information supplied by the Bidder | |
| | EXPERIENCE #2 (repeat for each different work experience) |

APPENDIX B TO ANNEX C LIST OF MACHINERY

The Bidder must provide a list of the machinery necessary for the complete and compliant performance of the work as per Annex A - Statement of Work. Bidder may use this Appendix to supply the list of the machinery.

1) Model : _____ **Year :** _____

Owned, Lease or Rented: _____

This equipment is to be considered:

- ☐ Non-commercial grade equipment
☐ Commercial-grade equipment

2) Model : _____ **Year :** _____

Owned, Lease or Rented: _____

This equipment is to be considered:

- ☐ Non-commercial grade equipment
☐ Commercial-grade equipment

3) Model : _____ **Year :** _____

Owned, Lease or Rented: _____

This equipment is to be considered:

- ☐ Non-commercial grade equipment
☐ Commercial-grade equipment

4) Model : _____ **Year :** _____

Owned, Lease or Rented: _____

This equipment is to be considered:

- ☐ Non-commercial grade equipment
☐ Commercial-grade equipment

ANNEX "D"

NUNAVUT AGREEMENT

This procurement is subject to the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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

The Nunavut Agreement 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 referred to as Nunavut Benefits Criteria (NBC) and Inuit Benefits Criteria (IBC), and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan (IBP).

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <http://nlca.tunnngavik.com/>

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

INUIT

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

IFR Firm

An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada. <https://inuitfirm.tunnngavik.com/>

INFORMATION:

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated

P.O. Box 280

Rankin Inlet, Nunavut

X0C 0G0

Telephone: 867-645-3199

Facsimile: 867-645-3452

<http://www.tunnngavik.com>

PART A – INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Commitment

For a bid to be assigned points for commitments made in respect of any IBP 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 COMMITMENT TABLES to supplement the IBP submission provided in their bid.

Proof of efforts and/or commitments 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. 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 IBP and that untrue statements may result in the tender being declared non-responsive.

SUPPORTING DOCUMENTATION

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, training, and subcontracting/supplier commitments.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient proof to support the plan outlined and commitments made.

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Training

- details on the type of training being offered and how it is relevant to the procurement;
- the skills the training will develop;
- the duration of training;
- the number of Inuit to be trained;
- what type and level of accreditation is being targeted? Certification, diploma, apprenticeship, designation, etc.;
- what will the "on-the-job-training" consist of?
- progression of training (ex. Start/end apprenticeship level); and
- additional details if any new capabilities will be developed.

Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

Subcontracting/suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be subcontractors/suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through the Inuit Firm Registry Database <http://inuitfirm.tunngavik.com>;

INUIT BENEFIT PLAN CRITERIA

| ITEM | BID CRITERIA | Available Points | | | | | | | | | | | | |
|--|--|--|--|-----------------|-----------------|--|-----------------|-----------------|-----------------|------------------------------|--|--|--|-----|
| 1.0 | <p>This procurement is subject to the <i>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)</i>.</p> <p>Canada reserves the right to confirm validity of all declarations / commitments.</p> | | | | | | | | | | | | | |
| NUNAVUT BENEFITS CRITERIA (NBC) | | | | | | | | | | | | | | |
| 1.1 | <p>LOCATION OF BUSINESS IN THE NSA: Bidders are requested to demonstrate the existence of the vendor or subcontractors performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Points will be assigned as follows:</p> <p>1. Head Offices (2 pts) 2. Staffed Administrative Offices (2 pts) 3. Other Staffed Facilities (1 pts)</p> <p>*This criterion is worth 5% of the bid evaluation points available.</p> <p>*** Penalty Conditions will apply to this criterion.</p> | /5 | | | | | | | | | | | | |
| INUIT BENEFITS CRITERIA (IBC) | | | | | | | | | | | | | | |
| 1.2 | <p>INUIT TRAINING AND SKILLS DEVELOPMENT</p> <p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area as defined in Annex E at no additional cost under this Contract.</p> <ul style="list-style-type: none">“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.Inuit Participation in training programs that are included in the scope of the contract are not eligible for consideration. <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table><tr><td></td><td><i>Bidder 1</i></td><td><i>Bidder 2</i></td><td><i>Bidder 3</i></td></tr><tr><td><i>Total number of Inuit training hours proposed</i></td><td><i>20 hours</i></td><td><i>35 hours</i></td><td><i>60 hours</i></td></tr><tr><td><i>Calculation of points</i></td><td><i>20/60 = 33% of total points available</i></td><td><i>35/60 = 58% of total points available</i></td><td><i>60/60 = 100 % of total points available</i></td></tr></table> <p>*This criterion is worth 10% of the bid evaluation points available.</p> <p>*** Penalty Conditions will apply to this criterion.</p> | | <i>Bidder 1</i> | <i>Bidder 2</i> | <i>Bidder 3</i> | <i>Total number of Inuit training hours proposed</i> | <i>20 hours</i> | <i>35 hours</i> | <i>60 hours</i> | <i>Calculation of points</i> | <i>20/60 = 33% of total points available</i> | <i>35/60 = 58% of total points available</i> | <i>60/60 = 100 % of total points available</i> | /15 |
| | <i>Bidder 1</i> | <i>Bidder 2</i> | <i>Bidder 3</i> | | | | | | | | | | | |
| <i>Total number of Inuit training hours proposed</i> | <i>20 hours</i> | <i>35 hours</i> | <i>60 hours</i> | | | | | | | | | | | |
| <i>Calculation of points</i> | <i>20/60 = 33% of total points available</i> | <i>35/60 = 58% of total points available</i> | <i>60/60 = 100 % of total points available</i> | | | | | | | | | | | |

| | | |
|-----|---|-----|
| 1.3 | <p>LABOUR</p> <p>The employment of on-site Inuit in carrying out the work of the contract.</p> <p>Bidder will be evaluated on their firm commitment to use on-site Inuit from the Nunavut Settlement Area, as defined in Annex E, 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 subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>An eligible Inuit labourer must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An 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; and 2. An individual registered on the Nunavut Inuit Enrolment list <p>0-100% of total labour hours = 0-40 points.</p> <p>Points will be assigned based on a percentage % of the total points available: ____ % (Labour Commitment) x total points available</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Example:</i> Bidder commitments 65% of labour hours will be Inuit = 65% of total points (40) $65\% \times 40 = 26 \text{ points}$</p> </div> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*This criterion is worth 10% of the bid evaluation points available.</p> <p>*** Penalty Conditions will apply to this criterion.</p> | /40 |
|-----|---|-----|

INUIT OWNERSHIP (CONTRACTOR OR SUB-CONTRACTOR/SUPPLIERS)

The use of IFR contractor/subcontractors/suppliers in carrying out the contract.

Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses. Note: If the Prime Contractor is an IFR Firm, the total dollar value of the IFR contracting shall also include the contractor's share of the contract.

An IFR contractor/subcontractor/supplier must meet the following criteria:

An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada.

Bidders should provide their commitment of IFR Subcontractors in accordance with the following:

1.4 Value of IFR Contracting (contractor/subcontractor or supplier): \$ _____ (a) +
Value of Non-IFR Contracting (contractor/subcontractor or supplier): \$ _____ (b) =
Estimated value of Contract (bid price): \$ _____ (c)

/50

(a) / (c) = Inuit Ownership Commitment (%) (d)

Points will be assigned based on a percentage of the total points available:

(d) x ____ (available points) = assigned points

Example:

Value of IFR contracting: \$ 55,000 (a)
Value of Non-IFR contracting: \$ 45,000 (b)
Estimated value of Contract: \$ 100,000 (c)

$\$55,000 / \$100,000 = .55$
 $55 \% \times 40 = 22 \text{ assigned points}$

***This criterion is worth 5% of the bid evaluation points available.**

*** Penalty Conditions will apply to this criterion.

PART B - BIDDER COMMITMENT AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals and to supplement their response.
2. Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

TABLE 1 – Head Office

| Provide Current Business address | | |
|--|----------------------------------|--|
| Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area. | | |
| Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP. | | |
| Vendor Name | Vendor Address in the NSA | Nature of Presence in the NSA (including office type: home, administrative or staffed facility) |
| | | |
| Subcontractor Name | Subcontractor Address in the NSA | Nature of Presence in the NSA |
| | | |
| | | |
| | | |
| | | |
| | | |

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CAL-9-42077

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

TABLE 2 – Inuit Training Commitment

| Position Title and # of people in that position (Provide name(s) of Inuit trainee where possible) | Beneficiary Number (if known) | Type of Training, Certification or Skills Development | Number of Inuit trained | Inuit Training Hours | Total Dollar Value Paid |
|---|-------------------------------|---|-------------------------|----------------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | | | | |

TABLE 3 – On-site Inuit Labour Content Commitment

Total No. Of on-site Inuit Employee Hours for This Contract = _____ %
Total Employee Hours for This Contract

| Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position. | Beneficiary Number (if an Inuit Employee) | Type of Employment | Total on-site Hours Worked | Total Dollar Value Paid |
|--|---|--------------------|----------------------------|-------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Inuit <i>and</i> non-Inuit Employee Hours | | | | |

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TABLE 4 – Inuit Contractor/Sub-Contracting/Supplier Content Commitment

Total Estimated Cost for Inuit Contractor/Subcontracting/Suppliers for This Contract = _____ %
Total Bid Price

| Company Name | Description of the Work | Inuit Firm ID (if an IFR Firm) | Value of Contractor portion of the contract, Subcontract or Supplies / Services | Inuit Company | Non-Inuit Company |
|--------------|-------------------------|--------------------------------------|---|------------------------------|------------------------------|
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |

NOTE: only contractors, subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with 1.4 INUIT OWNERSHIP (CONTRACTOR OR SUB-CONTRACTOR/SUPPLIERS)

PART C - Reporting – Inuit Benefits and Nunavut Benefits

Return Reports to:

Contracting Authority Name: Ngan Loi
Email: ngan.loi@pwgsc-tpsgc.gc.ca

1. General

The Contractor will be monitored by Canada to ensure the proposed Inuit benefits and Nunavut benefits are in accordance with the contractual requirements.

2. Periodic Reporting

- a. Canada reserves the right to ensure the proposed Inuit benefits and/or Nunavut benefits are in accordance with the contractual requirements.
- b. The Contractor must provide periodic reports in electronic format, to both the Contracting Authority and Project Authority, detailing their progress on meeting their contractual obligations in achieving Inuit benefits and/or Nunavut benefits. This will include a list of the achieved versus committed Inuit benefits and/or Nunavut benefits criteria from the Contractors proposal.
- c. The Contractor must provide periodic reporting information to the Contracting Authority on a quarterly basis.

3. Deviation(s)

- a. The Contractor must advise the Contracting Authority of any deviations from the Inuit benefits and/or Nunavut benefits portion of the Contract and provide a detailed corrective action plan to resolve the deviation(s).
- b. Canada will provide comments within 10 working days of submission of the corrective action plan. Canada is under no obligation to accept any such proposal regardless of its content or justification. Any reduction in Inuit benefits may be considered by Canada as any other failure to meet a contractual obligation.
- c. If it is determined that the contractual requirements are not met by the Contractor, the Contracting Authority will inform the Contractor in writing. Immediate action must be taken by the Contractor to resolve the situation as promptly as possible and subject to agreement by the Contracting Authority.

4. Third party Independent Professional

- a. When requested by Canada, a third party independent professional engaged by the Contractor will monitor and confirm whether the Contractor has met their obligations regarding the Inuit benefits and/or Nunavut benefits to be performed under the Contract.
- b. The third party Independent Professional must have a recognized accreditation in accounting in Canada, and must be approved by the Contracting authority prior to hiring.

TABLE 1 – Head Office

| Provide Current Business address | | |
|---|----------------------------------|--|
| <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.</p> | | |
| Vendor Name | Vendor Address in the NSA | Nature of Presence in the NSA (including office type: home, administrative or staffed facility) |
| | | |
| Subcontractor Name | Subcontractor Address in the NSA | Nature of Presence in the NSA |
| | | |
| | | |
| | | |
| | | |
| | | |

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TABLE 2 – Achievement of Inuit Training

| Position Title and # of people in that position (Provide name(s) of Inuit trainee where possible) | Beneficiary Number | Type of Training, Certification or Skills Development | Number of Inuit trained | Inuit Training Hours | Total Dollar Value Paid |
|---|--------------------|---|-------------------------|----------------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | | | | |

TABLE 3 – Achievement of on-site Inuit Labour Content

Total No. Of on-site Inuit Employee Hours for This Contract = _____ %
Total Employee Hours for This Contract

| Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position. | Beneficiary Number (if an Inuit Employee) | Type of Employment | Total on-site Hours Worked | Total Dollar Value Paid |
|--|---|--------------------|----------------------------|-------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Inuit and non-Inuit Employee Hours | | | | |

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TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:

Total Cost For Inuit Contractor/Subcontracting/Suppliers for This Contract = _____ %
Total Contract Value

| Firm Name | Description of the Work | Inuit Firm ID (if an IFR Firm) | Value of Contractor portion of the contract, Subcontract or Supplies / Services | Inuit Firm | Non- Inuit Firm |
|-----------|-------------------------|--------------------------------------|---|------------------------------|------------------------------|
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| | | | | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |

Contractor Certification

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME SIGNATURE DATE

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

INUIT BENEFITS PLAN PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the IBP 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 guarantee of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities), an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1)
3. If the contractor does not meet the certified hours of Inuit training and fails to fulfill their Inuit training guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 2)
4. If the contractor does not meet the certified percentage of onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 3)
5. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit sub-contractors/suppliers guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment or hold back provisions. (Table 4)
6. 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.
7. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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 IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

| INUIT BENEFITS ACHEIVEMENT PENALTY CHECKLIST: FINAL IBP ASSESSMENT | | |
|--|--|----------------------|
| STEP# | CONTRACTOR: _____ Total Contract Value (no gst): _____ | |
| 1 | Nunavut Benefits Criteria The contractor must achieve a total score equal or equivalent to the score received during their initial bid evaluation, contractors receiving a score less than their initial score will be subject to a penalty. | |
| | Points received during evaluation: 1. Head Offices: _____ /2 2. Staffed Administrative Office: _____ /2 3. Other Staffed Facilities: _____ /1 | |
| | Points assigned upon contract completion: 1. Head Offices: _____ /2 2. Staffed Administrative Office: _____ /2 3. Other Staffed Facilities: _____ /1 | |
| | Met: No applicable penalty Not Met: Proceed to Table 1 to determine applicable penalty | Met / Not Met |
| 2 | Inuit Training Hours | |
| | Hours proposed | _____ hrs |
| | Hours achieved | _____ hrs |
| | Met: No applicable penalty Not Met: Proceed to Table 2 to determine applicable penalty | Met / Not Met |
| 3 | Percentage Inuit Labour Person Hours | |
| | Percentage proposed | _____ % |
| | Percentage achieved | _____ % |
| | Met: No applicable penalty Not Met: Proceed to Table 3 to determine applicable penalty | Met / Not Met |
| 4 | Percentage IFR Subcontracting / Suppliers | |
| | Percentage proposed | _____ % |
| | Percentage achieved | _____ % |
| | Met: No applicable penalty Not Met: Proceed to Table 4 to determine applicable penalty | Met / Not Met |
| | COMMENTS: | |

| TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA PENALTY | | | |
|---|--|------------|-------|
| ITEM# | REQUIREMENT | Weight | SCORE |
| 1 | <p>The contractor failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities)</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 100$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p> | 100 | |
| 3 | TOTAL ASSESSED SCORE | 100 | |
| 4 | TOTAL CALCULATED PENALTY: $(100 - \text{total assessed score})\% \times (\text{Total contract value}) \times 0.5\%$ | \$ | |
| 5 | COMMENTS/JUSTIFICATIONS: | | |
| | SIGNATURE OF EVALUATION PANEL: Departmental Representative (if applicable): _____ Project Authority: _____ Contracting Officer (PWGSC): _____ | | |

| TABLE 2 - ASSESSMENT OF ON-SITE INUIT TRAINING PENALTY | | | | | | | | | | | | |
|--|---|--|--|----------|-----------|--|---|--|--|----|--|--|
| ITEM | REQUIREMENT | WEIGHT | SCORE | | | | | | | | | |
| 1 | <p>Calculate the percentage of commitment achieved for Inuit training based on the following formula, where:</p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p> | 60 | | | | | | | | | | |
| 2 | <p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit training commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td> <td>Demonstrated little to no effort to meet the IBP commitment</td> <td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> | 0 points | 2 points | 6 points | 10 points | No information submitted to demonstrate efforts to meet the IBP commitment | Demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | 40 | | |
| 0 points | 2 points | 6 points | 10 points | | | | | | | | | |
| No information submitted to demonstrate efforts to meet the IBP commitment | Demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | | | | | | | | | |
| 3 | TOTAL ASSESSED SCORE (out of 100) | | | | | | | | | | | |
| 4 | TOTAL CALCULATED PENALTY | | \$ | | | | | | | | | |
| | (100 - total assessed score)% x (total contract value) x 0.5% | | | | | | | | | | | |
| 5 | COMMENTS/JUSTIFICATIONS: | | | | | | | | | | | |
| 6 | <p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p> | | | | | | | | | | | |

**TABLE 3 - ASSESSMENT OF ON-SITE INUIT
LABOUR PENALTY**

| ITEM | REQUIREMENT | WEIGHT | SCORE | | | | | | |
|--|--|--|----------|-----------|--|--|--|----|--|
| 1 | <p>Calculate the percentage of commitment achieved for on-site Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p> | 60 | | | | | | | |
| 2 | <p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor’s ability to demonstrate diligent efforts to achieve on-site Inuit employment commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table><tr><td>0 points</td><td>5 points</td><td>10 points</td></tr><tr><td>No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment</td><td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td></tr></table> | 0 points | 5 points | 10 points | No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | 40 | |
| 0 points | 5 points | 10 points | | | | | | | |
| No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | | | | | | | |
| 3 | TOTAL ASSESSED SCORE | 100 | | | | | | | |
| 4 | <p>TOTAL CALCULATED PENALTY</p> <p>(100 - total assessed score)% x (total contract value) x 0.5%</p> | \$ | | | | | | | |
| 5 | COMMENTS/JUSTIFICATIONS: | | | | | | | | |

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SIGNATURE OF EVALUATION PANEL:

Departmental Representative (if applicable): _____

Project Authority: _____

Contracting Officer (PWGSC): _____

**TABLE 4 - ASSESSMENT OF INUIT
SUB-CONTRACTING/SUPPLIER PENALTY**

| ITEM | REQUIREMENT | WEIGHT | SCORE | | | | | | |
|--|---|--|----------|-----------|--|--|--|----|--|
| 1 | <p>Calculate the percentage of commitment achieved for Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p> | 60 | | | | | | | |
| 2 | <p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitment.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th><th>5 points</th><th>10 points</th></tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment</td><td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td></tr> </tbody> </table> | 0 points | 5 points | 10 points | No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | 40 | |
| 0 points | 5 points | 10 points | | | | | | | |
| No information submitted to demonstrate efforts OR demonstrated little to no effort to meet the IBP commitment | Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls | Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls | | | | | | | |
| 3 | TOTAL ASSESSED SCORE | 100 | | | | | | | |
| 4 | <p>TOTAL CALCULATED PENALTY</p> <p>(100 - total assessed score)% x (total contract value) x 0.5%</p> | \$ | | | | | | | |
| 5 | COMMENTS/JUSTIFICATIONS: | | | | | | | | |
| 6 | <p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p> | | | | | | | | |

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.


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ANNEX "F"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

| | | | |
|--|--|--|---|
|  Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada | | Annex Annexe | |
| Task Authorization Autorisation de tâche | | Contract Number - Numéro du contrat | |
| Contractor's Name and Address - Nom et l'adresse de l'entrepreneur | | Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) | |
| | | Title of the task, if applicable - Titre de la tâche, s'il y a lieu | |
| | | Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ | |
| Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat | | | |
| For Revision only - Aux fins de révision seulement | | | |
| TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu | | Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$ | Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$ |
| Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. | | Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat. | |
| 1. Required Work: - Travaux requis : | | | |
| A. Task Description of the Work required - Description de tâche des travaux requis | | See Attached - Ci-joint <input type="checkbox"/> | |
| B. Basis of Payment - Base de paiement | | See Attached - Ci-joint <input type="checkbox"/> | |
| C. Cost of Task - Coût de la tâche | | See Attached - Ci-joint <input type="checkbox"/> | |
| D. Method of Payment - Méthode de paiement | | See Attached - Ci-joint <input type="checkbox"/> | |

PWGSC - TPSGC 572 (2014-04)

Annex
Annexe

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

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ANNEX "G"

TASK AUTHORIZATION USAGE REPORT FORM

Return to:

Public Works and Government Services Canada
Acquisition Branch
Facsimile: 780-497-3510
Email: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca

SUPPLIER: _____
CONTRACT NUMBER: _____
DEPT OR AGENCY: _____

| Item No. | Task Number | Value of the Task (GST/HST) |
|---|-------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| (A) Total Dollar Value of Tasks for this reporting period | | |
| (B) Accumulated Tasks totals to date: | | |
| (A+B) Total Accumulated Tasks | | |

NIL REPORT: We have not done any business with the federal government for this period ☐

Prepared by: _____

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ANNEX "H" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);