

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3
Bid Fax: (780) 497-3510**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

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
Canada Place / Place du Canada
10th Floor / 10^e étage
9700 Jasper Ave / 9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet General Carpentry Services General Carpentry Services Standing Offer	
Solicitation No. - N° de l'invitation EW076-212011/A	Date 2021-01-13
Client Reference No. - N° de référence du client PSPCEW076-212011	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-004-11971
File No. - N° de dossier PWU-0-43201 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2021-02-09 Heure Normale des Rocheuses HNR	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Espedido, Karieleen K.	Buyer Id - Id de l'acheteur pwu004
Telephone No. - N° de téléphone (780)231-4719 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101 - 50th Avenue PO BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

1.2.1 General Carpentry Services Standing Offer, Various Crown Housing, Yellowknife, NT

Work under this standing offer includes the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Public Works and Government Services Canada in the form of call ups for general carpentry work at various locations in Yellowknife, NT. Services are to be provided on an "as required" basis. It is anticipated that one firm will be issued a standing offer. The standing offer will be issued for a term of one (1) year with 2 – one (1) year option periods. This procurement contains MANDATORY requirements. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection and Part 5 - Certifications and Additional Information.

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

- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.5 Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the Western Region the email address is:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Offers 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 [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (780) 497-3510

2.2.1 Revision of Offer

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: (780) 497-3510

2.2.2 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.2.3 Form

Offers not submitted on the prescribed Offer Form will not be considered.

2.2.4 Alterations

Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

2.2.5 Incomplete Offers

Incomplete offers may be rejected.

2.2.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

2.2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Public Works and Government Services Canada Apprentice Procurement Initiative

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.

3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign Appendix 2.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex J 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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the best overall proposal.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

a) MANDATORY REQUIREMENTS – Required as part of the Offer

- .1 Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

4.1.1.2 Indigenous Opportunity Considerations (IOC)

In this requirement, the IOC will form part of an offeror's technical bid in accordance to the criteria listed in Annex I.

It is not mandatory for Offerors to include the IOC as part of their proposal.

b) MANDATORY REQUIREMENTS – Precedent to issuance of a Standing Offer

- .1 Health & Safety Requirements
- .2 Code of Conduct Certifications
- .3 Proof of Insurance – upon request
- .4 Former Public Servant – Competitive Requirements

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price-Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Offer

4.2 Basis of Selection

Basis of Selection - Highest Combined Rating of Indigenous Opportunity Considerations Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 0 points overall for the IOC merit criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of IOC merit and price. The ratio will be 5% for the IOC merit and 95% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 5%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 95% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 95/5 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Price (95%) and IOC Merit (5%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IOC Score		85/100	66/100	71/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	IOC Merit Score	$85/100 \times 5 = 4.25$	$66/100 \times 5 = 1.32$	$71/100 \times 5 = 3.55$
	Pricing Score	$45/55 \times 95 = 77.72$	$45/50 \times 95 = 85.50$	$45/45 \times 95 = 95.00$
Combined Rating		81.97	86.82	98.55
Overall Ranking		3rd	2nd	1st

4.2.2 Ranking

1. The firm submitting the highest ranked compliant submission will be issued a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.3.1 Requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) must be submitted upon request including all appendices.

5.3.2 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

5.3.3 Health & Safety Requirements - See Annex C.

PART 6 - FINANCIAL REQUIREMENTS

6.1 Financial Capability

Financial Statements: In order to confirm an offeror's financial capability to perform the Contract, the Standing Offer Authority may during the RFSO evaluation phase, request from that offeror current financial information. The requested financial information may include, but is not limited to, an offeror's most recent audited financial statements or financial statements certified by an offeror's chief financial officer. The information provided will be considered in the offer evaluation and selection process. If an offer is found to be non-responsive on the basis that an offeror is considered financially incapable of performing the Work, that offeror will receive a written notification from the Standing Offer Authority.

Should an offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer - attached at Annex E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Annex D Periodic Usage Report Form. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to "to be determined".

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two - one year option period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fourteen (14) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kae Espedido
Title: A/Procurement Specialist
Public Works and Government Services Canada
Procurement Branch
Directorate: Real Property Contracting

Telephone: (780) 231-4719
Facsimile: (780) 497-3510
E-mail address: karieleenkae.espedido@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada (PWGSC).

7.8 Call-up Procedures

1. Best Standing Offer: the offer that provides highest ranked will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the

7.9 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the supplemental general conditions;
- f) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- g) Annexes:
Annex A, Statement of Work, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
Annex B, Basis of Payment;
Annex C, Health & Safety Requirements – Northwest Territories;
Annex D, Periodic Usage Report Form;
Annex F, Insurance Requirements;
Annex G; Voluntary Report for Apprentices Employed During the Contract;
Annex H; Tlicho Land Claims and Self-Government Agreement
Annex I; Indigenous Opportunity Considerations (IOC)
- h) the Offeror's offer dated _____.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual Clauses

SACC Manual clause [M3020C](#) (2016-01-28), Status of Availability of Resources - Standing Offer

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

1. The following are the "call up" contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
 - GC1 General Provisions – Construction Services [R2810D](#) (2017-11-28);
 - GC2 Administration of the Contract [R2820D](#) (2016-01-28);
 - GC3 Execution and Control of the Work [R2830D](#) (2019-11-28);
 - GC4 Protective Measures [R2840D](#) (2008-05-12);
 - GC5 Terms of Payment [R2850D](#) (2019-11-28);
 - GC6 Delays and Changes in the Work [R2860D](#) (2019-05-30);
 - GC7 Default, Suspension or Termination of Contract [R2870D](#) (2018-06-21);
 - GC8 Dispute Resolution [R2880D](#) (2019-11-28);
 - GC10 Insurance [R2900D](#) (2008-05-12);
 - Allowable Costs for Contract Changes under GC6.4.1 [R2950D](#) (2015-02-25);
 - Supplementary Conditions
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;

- f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up.

Interpretation

"*Accepted by the Offeror*" * means that the Offeror has agreed to, and commenced performance of the work.

"*Minister*" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"*Departmental Representative*" means the Project Authority who is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

"*Superintendent*" or "*Supervisor*" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"*Unit Price Table*" means the table of prices per unit set out in the Offer; and

"*Work*" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 CHANGES TO GC5 R2550D - TERMS OF PAYMENT

DELETE GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
 - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
 - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
 - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
 - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.

5. Upon completion of the Work in the progress claim, the Contractor may be requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged nonpayment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

7.5.2 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

7.5.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.6 Invoicing Instructions

.1 Invoices

- .1 All invoices submitted for payment shall show:
 - .1 Construction Engineering Work Order Number,
 - .2 Construction Engineering File Number,
 - .3 Requisition Number, DSS 942 (Requisition on Contract),
 - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
 - .5 same address as on PWGSC contract.
- .2 Invoices are to include a breakdown as follows:
 - .1 Hourly rate per the Offer and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.
 - .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
 - .6 Where discount or markup is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex F. 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.

7.8 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".

Solicitation No. - N° de l'invitation
EW076-212011/A
Client Ref. No. - N° de réf. du client
PSPCEW076-212011

Amd. No. - N° de la modif.
File No. - N° du dossier
PWU-0-43201

Buyer ID - Id de l'acheteur
pwu004
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

Please see attached.



Statement of Work General Contractor Standing Offer

Miscellaneous Works & Urgent Repairs

Public Works and Government Services Canada
Yellowknife, NWT

December 7, 2020

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1 WORK DESCRIPTION

1.1 TERMS OF REFERENCE

1.1.1 PURPOSE

- .1 The purpose of the General Contractor Standing Offer is for construction, alterations and urgent repair work, as and when required, within the following locations;
 - .1 Yellowknife, Northwest Territories.
- .2 The Statement of Work (SOW) has been developed to ensure that the Contractor has a clear understanding of the Standing Offer Agreement (SOA) Work scope, procedures and services required to, upon SOA Call-up, deliver the complete goods and services, within the agreed to, price and schedule.

1.1.2 THE PWGSC GENERAL CONDITIONS (GC)

- .1 The Statement of Work (SOW) document must be used in conjunction with the General Conditions (GC) document, of the Standing Offer Agreement, as the two documents are complimentary.
- .2 The SOW describes Work-specific requirements, services and deliverables while the GC document outlines the term and conditions of the contract, common to all projects.
- .3 In the case of a conflict between the two documents, the requirements of the GC override the SOW Document.

1.1.3 TERMINOLOGY

- .1 The following definitions for Terminology are:
 - .1 Quality Assurance Review: a review conducted by Public Works and Government Services Canada (PWGSC) as a knowledgeable client of Work submitted to the Departmental Representative or conducted by the Contractor. The Quality Assurance review by PWGSC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.
 - .2 Prime Contractor: as defined by Alberta's Occupational Health and Safety Act.

1.2 GENERAL INFORMATION

1.2.1 PROJECT INFORMATION

Project Information	
Project Title:	General Contractor Services
Project Location:	Yellowknife, NWT
Solicitation Number:	EW076 - 20212011
PWGSC Project Number:	To be determined at time of SOA Call-up
User Department:	Public Works and Government Services Canada
Client Representative:	To be determined at time of SOA Call-up

1.2.2 DEPARTMENTAL REPRESENTATIVES

Department	Departmental Representative
PWGSC Project Manager:	to be determined at time of SOA Call-up
PWGSC Contracting Officer:	

1.2.3 USER DEPARTMENT

- .1 The User Department referred to throughout the SOW is Public Works and Government Services (PWGSC).

1.3 BACKGROUND INFORMATION EXISTING CONDITIONS

1.3.1 AREA OF USE / RESPONSIBILITY

- .1 Use of this Standing Offer Agreement (SOA) is for federal real property assets in the following areas of the Western Region of Canada.
 - .1 The geographical region of Yellowknife, Northwest Territories.
- .2 Use of the SOA by PWGSC will be activated by a Call Up.

1.3.2 NEED

- .1 The Departmental Representative must respond to construction and maintenance issues as they develop in a timely fashion.
- .2 The Departmental Representative must attend to minor Works with scheduling criteria that makes it necessary to have pre-cleared Contractors.
- .3 The Departmental Representative must address urgent operational and maintenance issues.

1.3.3 CONSTRAINTS AND CHALLENGES

- .1 The Contractor will be required to become familiar with the Work site and obtain local information as required.
- .2 All Work must comply with federal Technical Criteria and related Standards. Reference to these documents will be made available through the Departmental Representative on Work specific basis at the time of Call-up.
- .3 Construction on the Work site may be performed during the full operation of the facilities. Work phasing must be planned to ensure that disruption to the daily operation of the facilities is kept to a minimum.
- .4 Environmental conditions must be kept under control during all phases of the Work. When relevant to the Work, a Designated Substances Report will be made available outlining existing conditions.
- .5 The intent is for the Work to meet current Codes, Standards and Guidelines.
- .6 The Contractor is to cooperate and coordinate with any other contractor on site.

1.4 PROJECT DELIVERY APPROACH

1.4.1 CONSTRUCTION PHASE

- .1 The Departmental Representative will state in the SOA Call-up whether the work is to be carried out based upon a;
 - .1 Time and material bases with an upset figure, or
 - .2 Fixed price quotation determined from the clearly outlined scope of Work.
- .2 Plans and Specifications, provided at the time of the SOA Call-up, will be the standard source of contract information outlining more complex Work.
- .3 In the case of less complex Work the SOA Call-up scope may be described by sketch and/or narration. Sketches/narration and minor scopes of work may be requested from the contractor after an inspection is conducted. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.

- .4 Renovations and new work may be conducted when the facility is fully occupied. In some cases, inmate access to the Work site may be restricted.
- .5 The Contractor shall ensure full co-ordination of the work of all Sub-Contractors.
- .6 Upon completion of the Work, if requested in the SOA Call-up, the Contractor is to prepare and submit to the Departmental Representative as-built drawings based on site conditions.

1.4.2 SPECIAL CONDITIONS

- .1 As stated in the Call Up:
 - .1 Work may be carried out during normal working hours
 - .2 Work may be carried out after normal working hours, or on weekends.
 - .3 Work will be carried out when the asset is fully occupied and operational.
- .2 In the absence of a statement regarding hours of work or occupancy, it is assumed that the Work will be carried out during normal working hours.
- .3 The Contractor will be required to obtain relevant permits from the local Authorities having Jurisdiction.

1.5 SUMMARY OF SERVICES

1.5.1 CONTEXT

- .1 The Contractor will be assigned the duties and responsibility of Prime Contractor when the contractor is the sole contractor on the call up work site.
- .2 The Contractor may be assigned the duties and responsibility of Prime Contractor when two or more contractors occupy the same space and time. When the Contractor is acting in the capacity of the Prime Contractor, both construction and construction supervision for services are included within the assigned Work.
- .3 The Contractor may be required to provide a full construction team as outlined in Section 3 Required Services and supplemented by the SOA Call-up documents.
- .4 Services, for sub-contractors (Mechanical/electrical etc.) might be arranged through a separate Call-up against individual standing offers, by PWGSC, on an as-required basis. Coordination, once approved by PWGSC, may be the responsibility of the Prime Contractor.
- .5 All those employed to work on the site are to meet the requirements of the provincially legislated Apprenticeship and Industry Training Act. Tradespersons are to be registered apprentice or certified journeyman, skilled, qualified and supervised. Work may be supplemented by general labourers.
- .6 The work force may be augmented by general labourers.

1.6 EXISTING DOCUMENTATION

1.6.1 DOCUMENTS AVAILABLE FOR THE SUCCESSFUL PROPONENT (CONTRACTOR)

- .1 Copies of all Work specific documentation will be made available to the Contractor at the time of the SOA Call-up.
- .2 Limited as-built drawings and Operation & Maintenance Manuals are available on the Work site. If referenced, the Contractor will be responsible for verifying the accuracy of the information contained.

1.6.2 DISCLAIMER

- .1 Reference information will be available in the language in which it is written.
- .2 The documentation may be unreliable and is offered, "As is" for the information of the Contractor.

1.7 CODES, ACTS, STANDARDS, REGULATIONS

1.7.1 GENERAL

- .1 The Work shall be constructed in a manner which:
 - .1 Is compliant with all applicable federal, provincial, municipal, and regional laws, acts, regulations, and Codes
 - .2 Minimizes disruption and interference with occupants, including the prevention of transmission of noise and dust, when demolition or construction work occurs in the building or on the property
- .2 Adherence to all applicable codes and standards and without limiting the generality of the foregoing shall include the most current edition of the following:
 - .1 The NRC National Building Code of Canada,
 - .2 The NRC National Fire Code of Canada,
 - .3 The NRC National Plumbing Code of Canada,
 - .4 The Canadian Electrical Code,
 - .5 Canada Occupational Health and Safety Regulations,
 - .6 Canada Labour Code (including latest revisions of all regulations)
 - .7 CSA S478-95 (R2007) Guideline on Durability in Buildings,
 - .8 Federal Fire Protection Standards,
 - .9 Treasury Board Fire Protection Standard,
 - .10 National Fire Protection Association (NFPA) standards,
 - .11 American Society for Testing and Materials (ASTM),
 - .12 American National Standards Institute (ANSI),
 - .13 Local and/or municipal codes and bylaws.
- .3 In the event of a conflict between Codes, the more stringent shall take precedence.

1.7.2 PWGSC DOCUMENTS

- .1 In addition to applicable legislated codes and standards, the PWGSC documents listed below apply to this Work:
 - .1 Commissioning Manuals and Guidelines

2 PROJECT ADMINISTRATION

2.1 GENERAL REQUIREMENTS

- .1 The Contractor shall comply with the Work specific requirements as identified in the SOA Call-up.

2.2 COMMUNICATIONS AND MEETINGS

2.2.1 COMMUNICATION

- .1 If any communication with the User Departments results in the need for any change to the scope of Work, quality, cost or schedule, the Contractor shall inform the Departmental Representative / Client Representative, and seek written direction, before taking any action. No change is to be actioned without written direction from the Departmental Representative.
- .2 Correspondence
 - .1 All correspondence from the Contractor shall be distributed as directed by the issuing Departmental Representative / Client Representative
 - .2 There shall be no correspondence between occupants or users of the facility and the Contractor, unless directed by the Departmental Representative / Client Representative.
 - .3 The terms of the Work scope, budget or schedules must be authorized in writing by the Departmental Representative.
 - .4 All correspondence must carry the Contract name, PWGSC / CSC Project title, PWGSC / CSC Project number, File number and date.

2.2.2 MEETINGS

- .1 The Departmental Representative / Client Representative will arrange meetings, as required, throughout the Work.
- .2 Meetings will normally be held on site, in the offices of the issuing representative.

2.2.3 WORK RESPONSE TIME

- .1 It is a requirement of all Work that the key personnel of the Contractor are personally available to attend meetings or respond to inquiries within half a working day.
- .2 During the Work, the Contractor's Key Personnel shall be:
 - .1 Available to attend meetings and respond to inquiries within one (1) working day notice
 - .2 Able to respond to urgencies within one (1) hour, including those occurring during off-hours and on weekends/ holidays.
- .3 On occasion, there may be urgent, problem-solving meetings.
 - .1 The Contractor must be available to attend such meetings on the Work site within four (4) business hours.

2.3 ROLES AND RESPONSIBILITIES

2.3.1 CONTRACTOR

- .1 The "Contractor's Team" must be eligible and registered to work in the territory of the work site. The Contractor's Team is composed of the Contractor and designated employees along with Sub-Contractors and their designated employees.
- .2 The Contractor and Sub-Contractors must perform the Work to a professional standard as outlined in the SOA and SOA Call-up.
- .3 The Contractor shall:

- .1 During the construction phases:
 - .1 Participate in construction meetings,
 - .2 Ensure sub-Contractors attend required meetings.
 - .3 Attend site inspection meetings.

2.3.2 THE PWGSC TEAM

- .1 Pertaining to PWGSC Issued Call Ups
 - .1 The PWGSC Project Manager is the Departmental Representative and is responsible for conveying all User Department requirements to the Contractor.
 - .2 The Departmental Representative will schedule, record and distribute the record of decisions for all meetings.
 - .3 The Departmental Representative will facilitate discussions between the main stakeholders of the overall project including, but not limited to; PWGSC, the Consultant, the Contractor and User Department stakeholders.

2.3.3 USER DEPARTMENT

- .1 The User Department is responsible for communicating the interests to and with the Departmental Representative.
- .2 The User Departments Security Representative, or designated representative, is responsible for the resolution of all security issues.

3 REQUIRED SERVICES

3.1 SUMMARY OF CONSTRUCTION WORK

3.1.1 PRE-CONSTRUCTION REPORT

- .1 Undertake a pre-construction report to determine the following;
 - .1 Existing conditions, including visible issues requiring repairs/upgrades.
 - .2 Material take-off.
 - .3 Construction quote.
 - .1 The construction quote is not to include Project Management fees, Consultant fees, Risk Allowance, Escalation or GST and is in 'Budget-Year (Current)' dollars.
 - .2 The construction quote is to include Labour, Material, Building permit and Overhead & Profit.
 - .3 Upon agreement by the Departmental Representative, the construction quote may include the rental of specialty equipment required to complete the Work. This item must be included as a separate item.
 - .4 Sketches/narrations may be requested from the contractor. These may be reviewed by a qualified person as defined by the PWGSC Project Manager.
 - .5 Include an outline of any construction assemblies to be installed and demonstrate the new assembly's tie-in to the adjacent condition. All installations shall be as per manufacturer's recommendations.
 - .6 Construction Milestone Schedule (including Shop Drawing submissions and approval timelines).

3.1.2 LIST OF REQUIRED CONTRACTOR RESOURCES AND PLANT. CONSTRUCTION SERVICES

- .1 Contractor is to provide all plant, labour, equipment and material to complete assigned Work.
- .2 The services to be provided by the Contractor will be defined in the SOA Call-up. Services may include, but shall not be limited to, the following:
 - .1 Obtain Building Permit from the Local Authority having Jurisdiction using the documents provided in the SOA Call-up.
 - .2 Prepare, Review and Submit for approval all required Shop Drawings.
 - .3 Prime Contractor duties, including responsibilities defined by the *Occupational Health and Safety Act*.
 - .4 Secure Work site from the general public to ensure site safety 24 hours a day, 7 days a week. All equipment, materials and tools are to be secured when the site is not occupied.
 - .5 Selective demolition.
 - .6 Waste sorting/removal.
 - .7 Waste recycling or disposal at the end of each work day.
 - .8 Framing.
 - .9 Carpentry.
 - .10 Concrete finishing.
 - .11 Roofing.
 - .12 Insulating and Sealing.
 - .13 Painting.
 - .14 Decorating (Installing finishes, drapes, movement of furniture etc.)
 - .15 Floor covering installation.
 - .16 Tile setting.
 - .17 Cabinet installation.
 - .18 Glazing installation.
 - .19 Gypsum and Acoustic Ceiling installation.
 - .20 Cladding.
 - .21 Water Proofing.
 - .22 Field Services and Quality Assurance of Work conducted.
 - .23 Repair to any existing conditions that may be damaged during the Work.
 - .24 Preparation and submission of As-Built drawings to the Departmental Representative upon completion of the Work if/as requested.
 - .25 Daily Work-Site Clean-up and final Work Clean-up.
 - .26 Other related duties as defined in the SOA Call-up.
 - .27 Locate underground utilities: contact Northlands and other service providers as required for utilities within the site and obtain written confirmation.

4 ANNEX

4.1 DEFINITIONS

- .1 "Director" means Director or Superintendent of the User Department, as applicable.
- .2 "Construction employees" mean persons working for the general Contractor, the sub-Contractors, equipment operators, material suppliers, testing and inspection companies and regulatory agencies.
- .3 "Departmental Representative" means the project manager from Public Works and Government services Canada.
- .4 "Construction limits" means the area as shown on the contract drawings that the Contractor will be allowed to work. This area may or may not be isolated from the security adjacent areas of the facility.
- .5 "Specialist Review" by Public Works and Government Services Canada (PWGSC), Architecture and Engineering Centre of Expertise (A&E CoE) or approved alternate: A specialist review is to ensure that the requirements of the contract are undertaken in a professional manner and that the solutions are appropriate given the background information provided. The Contractor is expected to conduct an internal Quality Assurance review prior to the Departmental Representative. The specialist review by PWGSC does not relieve the Contractor of professional responsibilities for completeness or appropriateness of Work.

4.2 ADDITIONAL CONSIDERATIONS

4.2.1 GENERAL

- .1 PURPOSE
 - .1 To ensure that both the Work and the asset's operations may proceed without undue disruption or hindrance and that the security of the asset is maintained at all times.

4.2.2 PRELIMINARY PROCEEDINGS

- .1 Prior to the commencement of work, the Contractor will meet with Departmental Representative and User representatives to:
 - .1 Discuss the nature and extent of all activities involved in the Work.
 - .2 Establish mutually acceptable security procedures in accordance with this instruction and the Institution's particular requirements.
- .2 The Contractor will:
 - .1 Ensure that all construction employees are aware of any security requirements.
 - .2 Ensure that a copy of the security requirements, if any, is always prominently on display at the job site.
- .3 Co-operate with the User Department's personnel in ensuring that security requirements are observed by all construction employees.

4.2.3 PARKING

- .1 The parking area(s) to be used by construction employees will be designated by the Departmental Representative. Parking in other locations will be prohibited and vehicles may be subject to removal.

4.2.4 SHIPMENTS

- .1 All shipments of Work material, equipment and tools shall be addressed in the Contractor's name to avoid confusion with the Institution's own shipments. The Contractor must have his own employees on site to receive any deliveries or shipments. Departmental staff will NOT accept receipt of deliveries or shipments of any material equipment or tools.

4.2.5 WORK HOURS

- .1 Work hours are: to be defined in the SOA Call-up.

4.2.6 OVERTIME WORK

- .1 No overtime work will be allowed without permission of the Departmental Representative. A minimum forty-eight (48) hours advance notice is required when overtime work on the construction Work is necessary after formally approved by the Departmental Representative. If overtime work is required because of an emergency, such as the completion of a concrete pour or work to make the construction safe and secure, the Contractor will advise the Departmental Representative as soon as this condition is known and follow the directions given by the Departmental Representative.

4.2.7 KEYS

- .1 Direction regarding keys will be provided to the Contractor by the Departmental Representative.
- .2 All keys are to be returned to the Departmental Representative.

4.2.8 SMOKING RESTRICTIONS

- .1 Smoking is only in an area designated by the Departmental Representative, smoking inside any unit is strictly prohibited.
- .2 Contractors and construction employees who are in violation of this policy will be requested to immediately cease smoking or dispose of any unauthorized smoking items and, if they persist, will be directed to leave the Work site and any costs to remedy will be the responsibility of the contractor.

4.2.9 MOVEMENT OF CONSTRUCTION EMPLOYEES ON FEDERAL PROPERTY

- .1 If available, the Departmental Representative will designate washrooms and lunchroom facilities that are available for use by the Contractor and employees at the time of the SOA Call-up.

4.2.10 SURVEILLANCE AND INSPECTION

- .1 Construction activities and all related movement of personnel and vehicles may be subject to surveillance and inspection by User Department's staff members to ensure that established security requirements are met.

4.2.11 STOPPAGE OF WORK

- .1 The Departmental Representative may request at any time that the Contractor, his employees, Sub-Contractors and their employees leave the work site immediately.

4.2.12 COMPLETION OF CONSTRUCTION WORK

- .1 Upon completion of the construction Work or, when applicable, the takeover of a facility, the Contractor shall remove all remaining construction material, tools and equipment that are not specified to remain in the facility as part of the construction contract.

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ANNEX B

BASIS OF PAYMENT

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

.1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See Annex E for details

ANNEX C

HEALTH AND SAFETY REQUIREMENTS

MANDATORY HEALTH AND SAFETY - *for Work in the Northwest Territories & Nunavut*

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

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

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

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

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

3. LABOUR AUTHORITY CONTACT:

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

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

NORTHWEST TERRITORIES

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

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

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DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirem and Program, on the basis that this company does not at the present time employ more than ten (10) current projects for all clients. By signing this Declaration the Contractor certifies they will remain in regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

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ANNEX D

PERIODIC USAGE REPORT FORM

Return to:

Kae Espedido	(780) 497-3510	Karieleenkae.espedido@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Canada Place
Suite 1000, 9700 Jasper Avenue
Edmonton, AB T5J 4C3

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Item No.	Description of Work	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY: _____

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____

ANNEX E

OFFER

Description of Work: Yellowknife, NT
Various Projects, PWGSC
General Carpentry Services Standing Offer

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 7.4.1, hereinafter called the "Term".

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;

The Offeror agrees:

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in Call-ups Against a Standing Offer, in Part 7A, clause 7.9, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .4 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.

- .5 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up.
- .6 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .7 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
 - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing
 - .1 The prices requested in the Offer are:
 - i. hourly rates for regular hours;
 - ii. hourly rate for each hour outside of regular hours; and
 - iii. mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
 - iv. Travel

- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- i. labour including supervision, allowances and liability insurance;
 - ii. travel time;
 - iii. transportation/vehicle expenses;
 - iv. tools and tackle;
 - v. overhead and profit;
 - vi. any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.

- .3 It is considered that regular hours of work fall between 0800 and 1700 hours, Monday to Friday.

4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

4.1 Unit Price Schedules - Rates

Rates must include any and all related expenses, including travel, meals and accommodation.

Taxes, if applicable, are not to be included.

Estimates have been provided for evaluation purposes only and may not reflect actual business volumes under the resulting Standing Offer. Unit prices will prevail, and in the event that there is a discrepancy between the unit price and the estimated total, Canada reserves the right to correct the estimated total using the firm unit price.

Offers will be compared based on the total evaluated price (see below).

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SCHEDULE A: Year 1

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
1. Direct or Productive used exclusively in the work at the rate as follows:					
A. During regular working hours Monday through Friday (0800-1700):					
i)	Journeyman Carpenter Lead Hand	Hour	500	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	1500	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	1500	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	1500	\$ _____	\$ _____
v)	General Labourer	Hour	1500	\$ _____	\$ _____
B. Outside regular working hours: Monday through Sunday including Statutory holidays (1700-0800)					
i)	Journeyman Carpenter Lead Hand	Hour	75	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	125	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	125	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	125	\$ _____	\$ _____
v)	General Labourer	Hour	125	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$50,000.00 =)	%	\$50,000.00	_____ %	\$ _____
Sub Total A): Estimated Total Amount 1st Year GST Extra					\$ _____

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SCHEDULE B: Option Year 1

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
1. Direct or Productive used exclusively in the work at the rate as follows:					
A. During regular working hours Monday through Friday (0800-1700):					
i)	Journeyman Carpenter Lead Hand	Hour	500	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	1500	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	1500	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	1500	\$ _____	\$ _____
v)	General Labourer	Hour	1500	\$ _____	\$ _____
B. Outside regular working hours: Monday through Sunday including Statutory holidays (1700-0800)					
i)	Journeyman Carpenter Lead Hand	Hour	75	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	125	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	125	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	125	\$ _____	\$ _____
v)	General Labourer	Hour	125	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$50,000.00 =)	%	\$50,000.00	_____ %	\$ _____
Sub Total B): Estimated Total Amount Option Year 1 GST Extra					\$ _____

SCHEDULE C: Option Year 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$ ¢	Estimated total price \$ ¢
1. Direct or Productive used exclusively in the work at the rate as follows:					
A. During regular working hours Monday through Friday (0800-1700):					
i)	Journeyman Carpenter Lead Hand	Hour	500	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	1500	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	1500	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	1500	\$ _____	\$ _____
v)	General Labourer	Hour	1500	\$ _____	\$ _____
B. Outside regular working hours: Monday through Sunday including Statutory holidays (1700-0800)					
i)	Journeyman Carpenter Lead Hand	Hour	75	\$ _____	\$ _____
ii)	Journeyman Carpenter	Hour	125	\$ _____	\$ _____
iii)	Carpentry Apprentice (Levels 3 & 4)	Hour	125	\$ _____	\$ _____
iv)	Carpentry Apprentice (Levels 1 & 2)	Hour	125	\$ _____	\$ _____
v)	General Labourer	Hour	125	\$ _____	\$ _____
2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. Miscellaneous materials and replacement parts (Except free issue) at laid down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) (which includes purchasing expenses, internal handling, G&A Expenses and profit) Excluding sales tax, sales tax to be shown as a separate item (% mark up x \$50,000.00 =)	%	\$50,000.00	_____ %	\$ _____
Sub Total C): Estimated Total Amount Option Year 2 GST Extra					\$ _____

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4.2 TOTAL EVALUATED PRICE

Year 1 Estimated Total Amount	\$
Option Year 1 Estimated Total Amount	\$
Option Year 2 Estimated Total Amount	\$
Total Evaluated Price	\$

APPENDIX 1 - INTEGRITY PROVISIONS

(Text copied from the *Ineligibility and Suspension Policy* <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

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APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note: The contractor will be asked to fill out a report every six months as included in Annex G.

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex G.

ANNEX F

INSURANCE REQUIREMENTS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

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

4) Insurance Proceeds

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

5) Deductible

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

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Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 2

Description of Location of Work General Carpentry Services Standing Offer Yellowknife, NT	Contract No.
	Project No.

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$

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

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

Telephone Number

Signature

Date D / M / Y

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CERTIFICATE OF INSURANCE

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General

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

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

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

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

- (a) **\$2,000,000** Each Occurrence Limit;
- (b) **\$2,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$2,000,000** Products/Completed Operations Aggregate Limit.

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

ANNEX H

COMPREHENSIVE LAND CLAIM AGREEMENTS (CLCA)

Tłıchq Land Claims and Self- Government Agreement

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

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

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

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tłıchq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a). http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mòwì Gogha Dè Nìłtèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

“Tłıchq person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mòwì Gogha Dè Nìłtèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person; or
- c) who was adopted as a child, under the laws of any jurisdiction or under any Tłıchq custom, by a Tłıchq person within the meaning of (a) or (b) or by a Tłıchq Citizen, or is a descendant of any such adoptee.

ANNEX I

INDIGENOUS OPPORTUNITY CONSIDERATIONS (IOC)

Evaluation and Assessment of IOC Commitment

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

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

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

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

SUPPORTING DOCUMENTATION

Office Presence

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer.
- Describe the nature of the firm's presence in the area of the Standing Offer and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

Training

- details on the type of training being offered and how it is relevant to the procurement;
- Identify the skills the training will develop;
- Anticipated duration of training;
- the number of Indigenous people to be trained;
- the type and level of accreditation being targeted? Certification, diploma, apprenticeship, designation, etc.;
- identify what the "on-the-job-training" will consist of, the category of work and estimated number of hours;
- Identify any anticipated 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 Indigenous people;
- 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 Indigenous people;
- strategies for recruitment of Indigenous people;
- strategies for retention of Indigenous people 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 Indigenous businesses that will be subcontractors/suppliers;
- the type of work to be carried out by Indigenous businesses; and
- how Indigenous Firms will be managed from developing sources of supply to administration

URL links to websites will not be considered.

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html; and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA

ITEM	BID CRITERIA The area of the Standing Offer is within Môwhì Gogha Dè Nîitâèè (MGD), as defined in the Tlicho Land Claims and Self- Government Agreement, which includes the City of Yellowknife, the community of Dettah, and the four Tlicho communities.	Available Points
1.0	This procurement is subject to the Tlicho Land Claims and Self-Government Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / commitments.	
1.1	OFFICE PRESENCE Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer. Describe the nature of the firm's presence in the area of the Standing Offer and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC. Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.	/5
1.2	LABOUR Bidder will be evaluated on their firm commitment to use on-site Indigenous people from the area of the Standing Offer 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. Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total on-site project hours that may or will be staffed by on-site Indigenous people. On-site Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable. Indigenous people from within the Standing Offer area must meet the following criteria: 1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier. 2. The individual must live within the area of the Standing Offer area. Proof of residency may be requested (Driver's Licence, Territorial Health Card). Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following: Total No. of on-site Indigenous Employee Hours for This Contract: _____ hrs (a) + Total on-site non-Indigenous Employee Hours for This Contract: _____ hrs (b) = Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c) (a) / (c) = % Commitment (d) 0-100% of total on-site labour hours = 0-40 points. Points will be assigned based on a percentage % of the total points available: ___ (d) % x total points available	/40

	<div>Example (Option 1): Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (40) 65% x 40 = 26 points</div> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	
1.3	<p>SUBCONTRACTORS/ SUPPLIERS</p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from the area of the Standing Offer applicable to the Standing Offer.</p> <p>Indigenous Subcontractors / Suppliers from the area of the Standing Offer are defined as:</p> <div><div><div>1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Indigenous persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which an Indigenous business or businesses as defined above have at least 51 percent ownership and control.</div><div>2. The Supplier must have a staffed office or facility within the area of the Standing Offer, or the head office of the Indigenous group that holds the majority ownership must be located within the area of the Standing Offer.</div></div><div><div><div>o The prime contractor/subcontractor/supplier must be the firm to perform the work/supply the goods/services/materials. Brokerage type/commission based transactions may not be wholly eligible for Indigenous Subcontracting/Suppliers points at the time of commitment or achievement. This includes facilitators/expeditors/licensed distributors/travel agencies etc., in this case, only the fees/mark-up will be eligible, unless the contractor can demonstrate that the final good(s) or service(s) was also provided by an Inuit subcontractor/supplier. If a commitment is accepted at time of Standing Offer issuance, but is later determined to be a brokerage type/commission based transaction, it may not be counted towards contractors' achievements and may result in the contractor being subject to a deduction.</div><div>o Example: If a contractor hires an Inuit owned travel agency to book flights, unless the flights are also booked with an Inuit owned airline, only the value paid directly to the travel agency will count towards the contractor's commitment.</div></div></div><p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p><div><div>Value of Indigenous Contracting (contractor/subcontractor or supplier):</div><div>Value of Non-Indigenous Contracting (contractor/subcontractor or supplier):</div><div>Estimated value of Standing Offer (must equal total bid price):</div></div><div><div>\$ _____ (a) +</div><div>\$ _____ (b) =</div><div>\$ _____ (c)</div></div><p>(a) / (c) = % Commitment (d)</p><p>Points will be assigned based on a percentage of the total points available:</p><p>(d) x 40 (available points) = assigned points</p></div>	/40

	<div><p><u>Example:</u></p><p>Value of Indigenous sub-contracting: \$ 55,000 (a)</p><p>Value of Non-Indigenous sub-contracting: \$ 45,000 (b)</p><p>Estimated value of Standing Offer: \$100,000 (c)</p><p>$\\$55,000 / \\$100,000 = .55$</p><p>$55\% \times 40 = 22$ assigned points</p></div> <p>NOTE:</p> <p>Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>													
1.4	<p>TRAINING</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 Indigenous people from the area of the Standing Offer at no additional cost under this Standing Offer.</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.• Indigenous Participation in training programs that are included in the scope of the Standing Offer are not eligible for consideration.• Bidder is to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained. Contractors that exceed their on-the-job training commitment will <u>only</u> be eligible for an incentive if the increase in hours is the result of hiring additional personnel. <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr><tr><td>Total number of Indigenous training hours proposed</td><td>20 hours</td><td>35 hours</td><td>60 hours</td></tr><tr><td>Calculation of points</td><td>20/60 = 33% of total points available</td><td>35/60 = 58% of total points available</td><td>60/60 = 100 % of total points available</td></tr></table> <p>*** Deduction Conditions will apply to this criterion.</p>		Bidder 1	Bidder 2	Bidder 3	Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	/15
	Bidder 1	Bidder 2	Bidder 3											
Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours											
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available											
	TOTAL POINTS AVAILABLE	/100												

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PART B - BIDDER COMMITMENT

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. Successful bidders that do not make IOC commitments in their bid will be ineligible to be assessed for an incentive in that category at the end of each Standing Offer period. Bidders take note that a 0% commitment is considered to be no commitment.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

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PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor 30 days prior to the completion of the next Standing Offer period.
2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
3. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a 1% deduction of next periods pricing or the set-aside of the Standing Offer.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority Name: Kae Espedido
Email: karieleenkae.espedido@pwgsc.gc.ca

Contractor Certification

INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF EACH STANDING OFFER PERIOD

At time of bid submission, the following tables may be used by bidders as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

TABLE 1 – Head Office

Provide Current Business address			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

TABLE 2 – On-site Indigenous Labour

Total No. of on-site Indigenous Employee Hours for This Standing Offer _____ = _____ %
Total on-site Employee Hours (Indigenous and non-Indigenous) for This Standing Offer

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Indigenous labour, non-Indigenous labour hours and the total project hours. NOTE: It is not necessary to identify non-Indigenous employees by name and position.	On-site Indigenous Employee Hours	On-site non-Indigenous Employee Hours
Total On-site Indigenous and non-Indigenous Employee Hours:		

TABLE 3 – Indigenous Sub-Contracting/Suppliers

Total Cost for Indigenous Subcontracting/Suppliers for This Standing Offer = _____ %
Total Offer Price

NOTE: only subcontractors and suppliers that can be confirmed as Indigenous businesses with a staffed office or facility within the area of the Standing Offer will be included in the calculations. Verification of Indigenous businesses will be made in accordance with 3.4 Subcontractors/Suppliers.

Company Name	Description of Work	Value of Subcontract or Supplies / Services	Indigenous Company	Non-Indigenous 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

TABLE 4 – Indigenous Training

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Indigenous people trained	Indigenous Training Hours
Include type of training and hours of training.			

INDIGENOUS OPPORTUNITY CONSIDERATIONS INCENTIVE AND DEDUCTION CONDITIONS

1. Under the provisions of the Standing Offer, where the Standing Offeror meets the commitments specified and certified in his offer, the Standing Offeror will be paid in accordance with the prices identified herein.
2. If the contractor does not meet the certified percentage of on-site Indigenous employee hours worked on the Standing Offer and fails to fulfill their on-site Indigenous employment commitment, an amount of up to 0.33% deduction may be applied (for non-performance) to next period's pricing or the Standing Offer may be set-aside. (Table 1A)
3. If the contractor does not meet the certified percentage of Indigenous subcontractors/Suppliers, and fails to fulfill their Indigenous subcontractors/suppliers commitment, an amount of up to 0.34% deduction may be applied (for non-performance) to next period's pricing or the Standing Offer may be set-aside. (Table 1B)
4. If the contractor fails to fulfill their Indigenous training commitment, an amount of up to 0.33% deduction may be applied (for non-performance) to next period's pricing or the Standing Offer may be set-aside. (Table 1C)

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 deductions owing and unpaid under this section.

5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Standing Offer.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL STANDING OFFER VALUE" for the purposes of the incentive and deduction calculation the final Standing Offer value includes all amendments to the original award amount (for the Standing Offer period) unless identified as being excluded from the IOC calculation at the time of change order or amendment negotiation.

INDIGENOUS EMPLOYMENT INCENTIVE AND DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	CONTRACTOR:	
2	Final Standing Offer Value (included applicable amendments) (no GST)	\$
3	Certified on-site Indigenous employment commitment	
	Percentage of hours committed	%
	Percentage of hours achieved	%
	Met - No applicable deduction or deduction. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
4	Certified Indigenous Sub-contracting/Supplier commitment	
	Percentage of bid value committed	%
	Percentage of Standing Offer value (including all applicable amendments) achieved	%
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
5	Certified Indigenous training commitment	
	Hours proposed	hrs
	Hours achieved	hrs
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
6	COMMENTS: include notes regarding any Amendments or Change Orders not included the 'final Standing Offer value' and why, and any other deviations from the IOC final assessment	

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7	SIGNATURE OF EVALUATION PANEL:	
	Departmental Representative: _____	
	Project Authority: _____	
	Contracting Officer (PWGSC): _____	

TABLE 1A - ASSESSMENT OF ON-SITE INDIGENOUS LABOUR DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</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 on-site Indigenous employment 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 IOC commitment</td><td>Demonstrated little to no effort to meet the IOC commitment</td><td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td></tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION										
	$(100 - \text{total assessed score})\% \times (\text{final Standing Offer value}) \times 0.33\%$	\$									
5	COMMENTS/JUSTIFICATIONS:										

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6	SIGNATURE OF EVALUATION PANEL:
	Departmental Representative: _____
	Project Authority: _____
	Contracting Officer (PWGSC): _____

**TABLE 1B - ASSESSMENT OF INDIGENOUS
SUB-CONTRACTING/SUPPLIER DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</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 Indigenous 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>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 IOC commitment</td><td>Demonstrated little to no effort to meet the IOC commitment</td><td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td></tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{Final Standing Offer value}) \times 0.34\%$</p>	\$\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 1C - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous 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 Indigenous 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 IOC commitment</td><td>Demonstrated little to no effort to meet the IOC commitment</td><td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td></tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC 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 IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{final Standing Offer value}) \times 0.33\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										

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ANNEX J to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror 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);