



**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: (418) 566-6167

**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 / 10e étage  
9700 Jasper Ave / 9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Electrical Services Services électriques	
<b>Solicitation No. - N° de l'invitation</b> EW076-220226/A	<b>Date</b> 2021-07-22
<b>Client Reference No. - N° de référence du client</b> PSPC-EW076-220226	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-021-12128
<b>File No. - N° de dossier</b> PWU-1-44019 (021)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Daylight Saving Time MDT <b>on - le 2021-08-05</b> Heure Avancée des Rocheuses HAR	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lee (RPC), Victoria	<b>Buyer Id - Id de l'acheteur</b> pwu021
<b>Telephone No. - N° de téléphone</b> (780)782-0124 ( )	<b>FAX No. - N° de FAX</b> (418)566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101 - 50th Avenue, PO Box 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.**

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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 Security 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**

Electrical Services, Crown Owned Facilities, Yellowknife, Northwest Territories.

Work under the Regional Individual Standing Offer comprises of material, labor, and equipment as requested by PWGSC as per call-ups for electrical maintenance including upgrades and replacement to existing, new components, removal of existing, and inspections services to Federal Government facilities and building equipment on PWGSC Housing Units, Apartment Building(s), or any facility that falls under PWGSC jurisdiction within the Yellowknife, NT area.

Services are to be provided on an "as requested basis".

It is anticipated that 1 firm will be issued the standing offer.

The standing offer will be issued for a period of one (1) years with the option to exercise two one (1) year option year

This procurement contains MANDATORY requirements. See Part 4 and 5 of the RFSO for details.

"The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)."

Contractors are hereby informed that this procurement is located in a land claims area covered by the Tlicho Land Claims and Self-Government Agreement.

1.2.2 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 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 – Security Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 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.

### 1.5 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.

### 1.6 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: 120 days

### **2.2 Submission of Offers**

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

#### **PWGSC Western Region Bid Receiving Unit**

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto: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 Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

#### **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.

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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: 1-418-566-6167

### **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

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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 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](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (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 journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

The Offeror is strongly encouraged to submit its offer electronically 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

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject bid solicitation.

#### **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 lowest compliant offer being recommended for issuance of a Standing Offer.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria – 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.

#### 4.1.2 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

#### 4.2.1 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 10% for the IOC merit and 90% 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 10%.

$$\text{IOC Score} = \frac{\text{Offeror's Points}}{\text{Maximum Points}} \times 10\%$$

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.

$$\text{Price Score} = \frac{\text{Lowest Offer}}{\text{Offeror's Price}} \times 90\%$$

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 90/10 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

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

#### 4.2.2 Ranking

4.2.2.1 Only 1 firm will be issued a standing offer.

4.2.2.2 The firm submitting the lowest price 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.

#### 5.1.2 Additional Certifications Required with the Offer

### 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.

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

#### 5.2.2.2 Status and Availability of Resources

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

**5.2.2.3 Health & Safety Requirements** - See Annex C.

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex H;
  - b) *Contract Security Manual* (Latest Edition).

#### **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 "D". 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 two (2) additional one (1) year periods, from 2022 to 2023 and from 2023 to 2024 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Victoria Lee  
Title: Procurement Officer  
Public Works and Government Services Canada  
Procurement Branch  
Directorate: Western Region  
Address: Canada Place, 10<sup>th</sup> floor, 9700 Jasper Avenue  
Edmonton AB T5J 4C3

Telephone: 780-782-0124  
Facsimile: 1-418-566-6167  
E-mail address: [Victoria.Lee@pwgsc-tpsgc.gc.ca](mailto:Victoria.Lee@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 : **(To Be Determined)**

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 – Crowned Owned Facilities, Yellowknife NT.

### 7.8 Call-up Procedures

1. Best Standing Offer: the offer that provides best value **lowest prices** 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 Standing Offer.

### 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 \$20,000.00 (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 general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) Annexes:
  - Annex A, Statement of Work / Specifications, 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; Security Requirements Check List ;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## **7.14 Certifications and Additional Information**

### **7.14.1 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.

### **7.14.2 SACC Manual Clauses**

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

## **7.15 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.

## **7.16 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	<a href="#">R2810D</a>	(2017-11-28);
GC2 Administration of the Contract	<a href="#">R2820D</a>	(2016-01-28);
GC3 Execution and Control of the Work	<a href="#">R2830D</a>	(2019-11-28);
GC4 Protective Measures	<a href="#">R2840D</a>	(2008-05-12);
GC5 Terms of Payment	<a href="#">R2550D</a>	(2019-11-28);
GC6 Delays and Changes in the Work	<a href="#">R2860D</a>	(2019-05-30);
GC7 Default, Suspension or Termination of Contract	<a href="#">R2870D</a>	(2018-06-21);
GC8 Dispute Resolution	<a href="#">R2884D</a>	(2016-01-28);
GC9 Contract Security	<a href="#">R2890D</a>	(2018-06-26);
GC10 Insurance	<a href="#">R2900D</a>	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	<a href="#">R2950D</a>	(2015-02-25);
  - 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.

## **7.2.1 SACC Manual Clauses**

## **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 maybe 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **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 SACC Manual Clauses**

### **7.9 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  
EW038-220226/A  
Client Ref. No. - N° de réf. du client  
PSPC-EW076-220226

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWU-1-44019

Buyer ID - Id de l'acheteur  
pwu 021  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX A**

**STATEMENT OF WORK**

**REFER TO ATTACHED DOCUMENT**

Solicitation No. - N° de l'invitation  
EW038-220226/A  
Client Ref. No. - N° de réf. du client  
PSPC-EW076-220226

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWU-1-44019

Buyer ID - Id de l'acheteur  
pwu 021  
CCC No./N° CCC - FMS No./N° VME

---

## **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 attached 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):

##### SI13 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):

##### SC02 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 requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

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

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

\_\_\_\_\_  
SIGNATURE



---

## ANNEX E

### OFFER

Description of Work: Yellowknife , Northwest Territories  
Various projects, PWGSC  
Electrical 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 0700 and 1800 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) Initial Year, 2021-2022**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours	Unit Price \$	Estimated total price \$
<b>1.</b>	<b>During regular working hours: Monday through Friday (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	1500		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	500		
<b>2.</b>	<b>Outside Regular working hours: Monday through Sunday, including Statutory holidays (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	20		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	10		
<b>3.</b>	Miscellaneous materials and replacement parts (except free issue) at laid-down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) plus a mark-up of _____ % (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 = _____ Verification of Contractor costs to be provided upon request of Contract Inspector.		\$50,000.00	_____ %	
<b>Sub Total A): Estimated Total Amount Schedule A, GST / HST Extra</b>					

**Schedule B) Optional Year 1, 2022-2023**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours	Unit Price \$	Estimated total price \$
<b>1.</b>	<b>During regular working hours: Monday through Friday (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	1500		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	500		
<b>2.</b>	<b>Outside Regular working hours: Monday through Sunday, including Statutory holidays (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	20		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	10		
<b>3.</b>	Miscellaneous materials and replacement parts (except free issue) at laid-down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) plus a mark-up of _____ % (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 = _____ Verification of Contractor costs to be provided upon request of Contract Inspector.		\$50,000.00	_____ %	
<b>Sub Total B): Estimated Total Amount Schedule B, GST / HST Extra</b>					

**Schedule C) Optional Year 3, 2023-2024**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours	Unit Price \$	Estimated total price \$
1.	<b>During regular working hours: Monday through Friday (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	1500		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	500		
2.	<b>Outside Regular working hours: Monday through Sunday, including Statutory holidays (08:00-17:00 hours)</b>				
	Journeyman Electrician	hour	20		
	Apprentice (Minimum 3 <sup>rd</sup> year)	hour	10		
3.	Miscellaneous materials and replacement parts (except free issue) at laid-down cost (which includes invoice cost, transportation cost, exchange, customs and brokerage charges) plus a mark-up of ____% (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 = _____ Verification of Contractor costs to be provided upon request of Contract Inspector.		\$50,000.00	_____%	
<b>Sub Total C): Estimated Total Amount Schedule C, GST / HST Extra</b>					

**4.2 TOTAL EVALUATED PRICE**

Row 1	Year 1 Estimated Total Amount:	\$
Row 2	Optional Year 2, Estimated Total Amount:	\$
Row 3	Optional Year 3, Estimated Total Amount:	\$
Row 4	<b>Total Evaluated Price</b>	<b>\$</b>

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

**Cost will be evaluated on the Total Evaluated Price in Row 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.**



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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

<b>Description of Location of Work</b>  Electrical Services , PWGSC Yellowknife, Northwest Territories	<b>Contract No.</b> EW076-220226
	<b>Project No.</b>

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		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$

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

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

Telephone Number

Signature

Date D / M / Y

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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 SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat EW076-22-0226
Security Classification / Classification de sécurité UNCLASSIFIED

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



Contract Number / Numéro du contrat EW076-22-0226
Security Classification / Classification de sécurité UNCLASSIFIED

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquez le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
 Non  Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
 Non  Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
 Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
 Non  Oui



Contract Number / Numéro du contrat EW076-22-0226
Security Classification / Classification de sécurité UNCLASSIFIED

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

## ANNEX I

### 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 Tlıcho 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](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 Mōwhi Gogha Dè Nı̄łtłèè (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 Mōwhi Gogha Dè Nı̄łtłèè 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. \

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## **PART A – INDIGENOUS OPPORTUNITY CONSIDERATIONS**

### **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.

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#### 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](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**

<b>ITEM</b>	<b>BID CRITERIA</b> <b>The area of the Contract is within Môwhì Gogha Dè Nĩtãèè (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.</b>	<b>Available Points</b>
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	<p><b>OFFICE PRESENCE</b></p> <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Standing Offer.</p> <p>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.</p> <p>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.</p>	/5
1.2	<p><b>LABOUR</b></p> <p>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.</p> <p>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.</p> <p>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).</p> <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>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)</p> <p><b>(a) / (c) = % Commitment (d)</b></p> <p>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</p>	/40

*Example (Option 1):  
 Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (30)  
 65% x 30 = 19.5 points*

**NOTE:**  
 Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.

\*\*\* Deduction Conditions will apply to this criterion.

**SUBCONTRACTORS/ SUPPLIERS**

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 Contract.

**Indigenous Subcontractors / Suppliers from the area of the contract are defined as:**

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.
  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.
- 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 contract award, 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.
  - 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.

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

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

**(a) / (c) = % Commitment (d)**

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

**(d) x 40 (available points) = assigned points**

1.3

/40

	<p><u>Example:</u>  <i>Value of Indigenous sub-contracting:</i> \$ 55,000 (a)  <i>Value of Non-Indigenous sub-contracting:</i> \$ 45,000 (b)  <i>Estimated value of Contract:</i> \$100,000 (c)</p> <p><math>\\$55,000 / \\$100,000 = .55</math>  <math>55\% \times 40 = 22</math> assigned points</p> <p>NOTE:          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>													
<p>1.4</p>	<p><b>TRAINING</b></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 Contract.</p> <ul style="list-style-type: none"> <li>• “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.</li> <li>• Indigenous Participation in training programs that are included in the scope of the contract are not eligible for consideration.</li> </ul> <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 border="1" data-bbox="220 1119 1321 1255"> <thead> <tr> <th></th> <th><i>Bidder 1</i></th> <th><i>Bidder 2</i></th> <th><i>Bidder 3</i></th> </tr> </thead> <tbody> <tr> <td><i>Total number of Indigenous training hours proposed</i></td> <td><i>20 hours</i></td> <td><i>35 hours</i></td> <td><i>60 hours</i></td> </tr> <tr> <td><i>Calculation of points</i></td> <td><i>20/60 = 33% of total points available</i></td> <td><i>35/60 = 58% of total points available</i></td> <td><i>60/60 = 100 % of total points available</i></td> </tr> </tbody> </table> <p>*** Deduction Conditions will apply to this criterion.</p>		<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>	<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>	<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>	<p>/15</p>
	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>											
<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>											
<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>											
	<p><b>TOTAL POINTS AVAILABLE</b></p>	<p><b>/100</b></p>												

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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 the contract. 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 at end of contract / prior to final payment.
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.
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: Victoria Lee  
Email: Victoria.Lee@pwgsc-tpsgc.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 CONTRACT**

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 Contract \_\_\_\_\_ = \_\_\_\_\_ %  
 Total on-site Employee Hours (Indigenous and non-Indigenous) for This Contract

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 Contract \_\_\_\_\_ = \_\_\_\_\_ %  
 Total Value of the Bid Final Contract Value (including amendments TBD)

NOTE: only subcontractors and suppliers that can be confirmed as Indigenous businesses with a staffed office or facility within 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 DEDUCTION CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of on-site Indigenous employee hours worked on the Contract and fails to fulfill their on-site Indigenous employment commitment, an amount of up to 0.333% of the final contract value may be deducted for non-performance. (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 0.333% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor fails to fulfill their Indigenous training commitment, an amount of up to 0.333% of the final contract value may be deducted for non-performance. (Table 1C)
5. 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.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. 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 CONTRACT VALUE" for the purposes of the deduction calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IOC calculation at the time of change order or amendment negotiation.

<b>INDIGENOUS EMPLOYMENT DEDUCTION ASSESSMENT</b>		
<b>FINAL STATISTICS</b>		
<b>1</b>	<b>CONTRACTOR:</b>	
<b>2</b>	<b>Final Contract Value (included applicable amendments) (no GST)</b>	\$
<b>3</b>	<b>Certified on-site Indigenous employment commitment</b>	
	<b>Percentage of hours committed</b>	%
	<b>Percentage of hours achieved</b>	%
	<b>Met</b> - No applicable deduction. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
<b>4</b>	<b>Certified Indigenous Sub-contracting/Supplier commitment</b>	
	<b>Percentage of bid value committed</b>	%
	<b>Percentage of contract value (including all applicable amendments) achieved</b>	%
	<b>Met</b> - No applicable deduction. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
<b>5</b>	<b>Certified Indigenous training commitment</b>	
	<b>Hours proposed</b>	hrs
	<b>Hours achieved</b>	hrs
	<b>Met</b> - No applicable deduction. <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / fell short</b>
<b>6</b>	<b>COMMENTS:</b>	

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

**TABLE 1A - ASSESSMENT OF ON-SITE INDIGENOUS  
 LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a)            Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">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	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b>										
	$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 0.333\%$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										

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File No. - N° du dossier  
PWU-1-44019

Buyer ID - Id de l'acheteur  
pwu 021  
CCC No./N° CCC - FMS No./N° VME

**SIGNATURE OF EVALUATION PANEL:**

6

**Departmental Representative:** \_\_\_\_\_

**Project Authority:** \_\_\_\_\_

**Contracting Officer (PWGSC):** \_\_\_\_\_

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

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a)            Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">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	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> $(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 0.333\%$	\$\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL</b></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><b>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</b></p> <p>Achieved hours: (a)            Proposed hours: (b)            Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></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	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> $(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 0.333\%$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										

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<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>
	<b>Departmental Representative:</b> _____
	<b>Project Authority:</b> _____
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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);
- Large Value Transfer System (LVTS) (Over \$25M)

**Electrical Maintenance, Yellowknife Crown Owned Facilities**  
Public Works and Government Services Canada

<b>PART I -SCOPE OF WORK</b>	
<u>1.1 Location</u>	.1 Work sites for this Standing Offer Agreement (SOA) include Public Works and Government Services Canada (PWGSC) Housing Units, Apartment Building(s), or any facility that falls under PWGSC jurisdiction within the Yellowknife area.
<u>1.2 General</u>	.1 Scope of work under this standing offer includes, but shall not be limited to, the provisions of all labour, materials and equipment required to perform electrical maintenance including upgrades and replacement to existing, new components, removal of existing, inspections services etc to Federal Government facilities and building equipment as specified herein.
<u>1.3 Service to be Performed by the Contractor</u>	<p>.1 The Contractor shall reply to an "Emergency or Urgent" request by the Service Site Authority within fifteen (15) minutes of being notified on a twenty four (24) hour, seven (7) day per week basis. Work shall commence within one (1) hour of notification. Any <b>call out</b> that is completed within one (1) hour is charged at the <b>call out</b> rate as quoted in the Unit Price Table.</p> <p>.2 The Contractor shall be on site working to "Routine" requests for service within one working day of being notified by the Service Site Authority.</p> <p>.3 Any work that is determined by the Service Site Authority to be life threatening or damaging to the building/property shall be completed immediately.</p> <p>.4 Quotes for non-essential repairs should be provided to the Service Site Authority who will review prior to work commencing. Work will not proceed until the Contractor has received written authorization.</p> <p>.5 The Contractor shall contact the Service Site Authority the first working day following an "OUTSIDE REGULAR WORKING HOURS", "EMERGENCY" or "URGENT" call to obtain a call up number.</p> <ul style="list-style-type: none"> <li>- Regular Working Hours – Monday through Friday 0800-1700</li> <li>- Outside Regular Working Hours – Monday through Friday 1700-0800 and weekend and Stat Holidays.</li> </ul> <p>.6 When the contractor is requested by the Service Site Authority to perform an emergency service, the Contractor shall proceed to the site and repair or protect the system or equipment from further damage. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed itemizing account of the repairs required to put the system or equipment in proper working order.</p> <p>.7 The Contractor shall provide telephone numbers for regular service calls and after hours call backs.</p>
<u>1.3A Service to be performed by the Department</u>	<p>.1 The Service Site Authority shall issue a call up order under this standing offer and will include the statement of work required.</p> <p>.2 The Service Site Authority shall provide drawings and specifications on an "as required" basis.</p>
<u>1.4 Invoicing</u>	<p>.1 In addition to the invoicing information in Standard Instructions and conditions 9403-6, the Contractor shall submit an invoice with the following information.</p> <p>.1 Standing Offer number.</p> <p>.2 Work Location.</p> <p>.3 Date.</p> <p>.4 Requisition number.</p> <p>.5 Name of person who authorized call.</p>

	<p>.6 Hours broken down as per Unit Price Table  .7 Material net cost and % mark-up  .8 Class of Labour</p> <p>.2 Upon request of the Service Site Authority, the Contractor shall make any and all records available and substantiate time and/or materials spent on any one repair.</p>
<u>1.5 Service Site Authority/ Authorized Personnel</u>	.1 Work or services performed under this standing offer shall be completed to the satisfaction of the Service Site Authority.
<u>1.6 Licenses and Permits</u>	<p>.1 The Contractor shall obtain and pay for all permits; licenses; and inspections which are required by the authority having jurisdiction.</p> <p>.2 Provide the authorities having jurisdiction with all information requested.</p> <p>.3 Furnish certificates and permits when requested.</p>
<b><u>PART II GENERAL REQUIREMENTS</u></b>	
<u>2.1 Use Of Site</u>	<p>.1 Shall be limited to areas of work. Storage of materials must be authorized by the Service Site Authority.</p> <p>.2 The Contractor shall not unreasonably encumber the site with materials or equipment.</p>
<u>2.2 Minimum Standards</u>	<p>.1 Perform work in accordance with the National Building Code of Canada and any other codes, regulations or ordinance of territorial, local or other authority having jurisdiction. In a case of conflict or discrepancy, the more stringent requirements shall apply.</p> <p>.2 Meet or exceed the requirements of:  .1 The Standing Offer document and the Call Up Against a Standing Offer.  .2 The specified standards, codes and reference documents.</p> <p>.3 The Contractor shall perform all electrical work in accordance with the latest edition of the Canadian Electrical Code.</p>
<u>2.3 Examination</u>	1 Examine the existing conditions and determine those conditions affecting the work.
<u>2.4 Existing Services</u>	<p>.1 Protect and maintain existing active services.</p> <p>.2 Connect to existing services, with minimum disturbance to occupants and building operations.</p> <p>.3 The Contractor may use existing services at no cost, unless otherwise specified by the Site Authority.</p> <p>.5 Ensure that capacity of services is adequate prior to imposing additional loads. Connecting to and disconnecting is at the Contractor's expense and responsibility.</p> <p>.6 Inform the Site Authority immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.</p> <p>.7 When connecting or disconnection of to an existing electrical system, ensure of a balanced load upon completion of work.</p>
<u>2.5 Cleaning</u>	<p>.1 Maintain work area free of accumulated waste and rubbish.</p> <p>.2 Remove and dispose of debris, used and obsolete material on a daily basis.</p> <p>.3 Remove grease, dust dirt, stains, fingerprints and other foreign materials from interior and exterior finished surfaces affected by the work.</p>

<u>2.6 Cutting, Fitting &amp; Patching</u>	.1 Cut, fit and patch where required. Where possible, make good all disturbed surfaces to original condition.
<u>2.7 Co-ordination and Protection</u>	<p>.1 Execute work with minimum disturbance to occupants, public and normal use of the buildings. Make arrangements with the Service Site Authority to facilitate execution of work.</p> <p>.2 Protect existing work from damage.</p> <p>.3 Obtain Service Site Authority's approval before cutting, boring or sleeving load bearing members.</p> <p>.4 All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.</p> <p>.5 The Contractor shall not store materials on site without verbal approval by the Service Site Authority.</p> <p>.6 PWGSC accepts no responsibility for materials or equipment stored on site.</p> <p>.7 When an equipment inventory numbering system exists, the Contractor shall identify to the Service Site Authority all pertinent data relative to the new piece of equipment upon installation.</p> <p>.8 The Contractor shall supply shop drawings, manufacturer's instructions and specifications on all new installations for inclusion in the building inventory file.</p>
<u>2.8 Personnel</u>	<p>.1 Upon award of the standing offer, the Contractor shall provide names of all personnel performing work within the scope of this standing offer. Proof of their qualifications is also required.</p> <p>.2 All work shall be performed by qualified journeyman tradespersons. PWGSC reserves the right to verify/substantiate the qualification of any person(s) performing work under the Standing Offer.</p> <p>.3 The contractor shall not, without the written consent of the Site Authority, subcontract any of the work outlined herein.</p>
<u>2.10 Material and Equipment</u>	<p>.1 Equipment and materials to be new, CSA certified, and manufactured to the standard quoted.</p> <p>.2 Where there is no alternative to supplying equipment which is not CSA certified, the Contractor shall obtain special written approval from the Site Authority.</p> <p>.3 Unless otherwise specified, the Contractor shall use products of one manufacturer or the same type as existing.</p> <p>.4 Unless otherwise specified, the Contractor shall comply with the manufacturer's latest printed instructions for materials and installation methods.</p> <p>.5 The Contractor shall deliver, store and maintain materials with the manufacturer's seals and labels intact.</p> <p>.6 The Contractor shall store materials in accordance with the manufacture's and suppliers instructions.</p> <p>.7 The Contractor is to supply shop drawings, manufacturer's instructions and specifications on all new installations for inclusion in the building inventory file.</p>
<u>2.12 Security Clearance</u>	.1 Only those employees who have received the necessary security clearance shall be permitted access to the site. All others must be at all times escorted by one who is cleared at the Reliability level.
<u>2.13 Meetings</u>	.1 Attend meetings at the site when notified by the Site Authority.
<u>2.14 Smoking</u>	.1 Smoking is prohibited inside the facilities.

<u>2.15 Insurance</u>	Refer to clauses G1001, G2001, G2020 of the Request for Standing offer.
<b><u>PART III EXECUTION</u></b>	
<u>3.1 Workmanship</u>	.1 All equipment panels and control covers must be replaced and properly fitted utilizing fastening screws and/or bolts according to equipment design. All workmanship is subject to inspection and approval.  .2 All work shall be performed by skilled tradesmen and supervised by a competent foreman at all times.
<u>3.2 Work Co-ordination</u>	.1 Prearranged work schedules shall be strictly adhered to. Deviations from prearranged work schedules will require approval by the Service Site Authority.
<u>3.3 Journeyman Electrician</u>	.1 The Contractor shall carry out and assist in various types of electrical maintenance. Maintenance types are defined as:  .1 Preventative Maintenance: Inspecting, testing and reconditioning of a system at regular intervals in accordance with specific instructions intended to prevent failures.  .2 Breakdown Maintenance: Repairs to damaged equipment due to failures.  .3 Predictive Maintenance: Declared in advance, on the basis of observation, experience or scientific reasons.  .4 Development Maintenance: The act of developing new maintenance methods and procedures.
<u>3.6 Warranty and Guarantee</u>	.1 Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall ensure said warranty(s) are transferred to: Her Majesty the Queen in Right of Canada.  .2 The Contractor shall provide a written warranty against defects in workmanship and materials for a period of one (1) year. Such Warranty shall be made out to Her Majesty the Queen in Right of Canada. Warranty(s) shall take effect the date the work performed was accepted.
<u>3.7 Aluminum Wiring</u>	.1 Discovery of Aluminum wire in Government of Canada buildings or residences shall immediately be reported in writing to the Service Site Authority.
<u>3.8 P.C.B. Ballasts</u>	.1 The Contractor shall immediately notify the Service Site Authority upon discovery of any P.C.B. Ballasts in use at Government of Canada buildings or Housing Units.