



**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

<b>Title - Sujet</b> ISSF Road Rehabilitation - East Leg ISSF Road Rehabilitation - East Leg	
<b>Solicitation No. - N° de l'invitation</b> EW038-230888/A	<b>Date</b> 2022-09-12
<b>Client Reference No. - N° de référence du client</b> NRCAN - EW038-230888	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-404-12318
<b>File No. - N° de dossier</b> PWU-2-45042 (404)	<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 2022-09-27</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Singh, Vinay	<b>Buyer Id - Id de l'acheteur</b> pwu404
<b>Telephone No. - N° de téléphone</b> (587) 341-8025 ( )	<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 Natural Resources Canada PO Box 1252 Inuvik NT X0E0T0 Canada	

**INVITATION TO TENDER**

**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (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>

Solicitation No. - N° de l'invitation  
EW038-230888/A  
Client Ref. No. - N° de réf. du client  
NRCAN – EW038-230888

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier  
PWU-2-45042

Buyer ID - Id de l'acheteur  
PWU404  
CCC No./N° CCC - FMS No./N° VME

---

## **INVITATION TO TENDER**

ISSF Road Rehabilitation  
Inuvik, NT

### **IMPORTANT NOTICE TO BIDDERS**

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.**

#### **LISTING OF SUBCONTRACTORS AND SUPPLIERS**

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

## TABLE OF CONTENTS

<b>SPECIAL INSTRUCTIONS TO BIDDERS (SI)</b> .....	<b>3</b>
SI01 BID DOCUMENTS .....	3
SI02 ENQUIRIES DURING THE SOLICITATION PERIOD .....	3
SI03 REVISION OF BID .....	3
SI04 BID SECURITY REQUIREMENTS .....	3
SI05 SUBMISSION OF BID .....	4
SI06 BID RESULTS .....	5
SI07 INSUFFICIENT FUNDING .....	5
SI08 BID VALIDITY PERIOD .....	5
SI09 RIGHTS OF CANADA.....	5
SI10 LISTING OF SUBCONTRACTORS AND SUPPLIERS .....	5
SI11 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
SI12 CONSTRUCTION DOCUMENTS .....	6
SI13 WEB SITES.....	6
<b>R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)</b> .....	<b>7</b>
<b>CONTRACT DOCUMENTS (CD)</b> .....	<b>8</b>
<b>SUPPLEMENTARY CONDITIONS (SC)</b> .....	<b>9</b>
SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING .....	9
SC02 LIMITATION OF LIABILITY.....	9
SC03 INSURANCE TERMS .....	9
SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY .....	10
<b>BID AND ACCEPTANCE FORM (BA)</b> .....	<b>11</b>
BA01 IDENTIFICATION.....	11
BA02 LEGAL NAME AND ADDRESS OF BIDDER .....	11
BA03 THE OFFER.....	11
BA04 BID VALIDITY PERIOD .....	11
BA05 ACCEPTANCE AND CONTRACT .....	11
BA06 CONSTRUCTION TIME.....	11
BA07 BID SECURITY .....	11
BA08 SIGNATURE .....	11
<b>APPENDIX 1 - COMBINED PRICE FORM</b> .....	<b>12</b>
<b>APPENDIX 2 – MANDATORY HEALTH AND SAFETY - <i>for Work in the Northwest Territories &amp; Nunavut</i></b> .....	<b>13</b>
<b>APPENDIX 3 – INTEGRITY PROVISIONS</b> .....	<b>15</b>
<b>APPENDIX 4 - LISTING OF SUBCONTRACTORS AND SUPPLIERS</b> .....	<b>16</b>
<b>APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES</b> .....	<b>17</b>
<b>ANNEX A - CERTIFICATE OF INSURANCE</b> .....	<b>19</b>
<b>ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT</b> .....	<b>21</b>
<b>ANNEX C – INDIGENOUS OPPORUNITY CONSIDERATIONS (IOC)</b> .....	<b>22</b>

---

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2022-01-28)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

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

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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

### SI03 REVISION OF BID

A bid may be revised by letter, CPC Connect or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is 1-418-566-6167.

### SI04 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete G108.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:

- a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
- c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.

- d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
  - e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

## SI05 SUBMISSION OF BID

R2710T G109 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [CPC Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC is:  
[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an CPC Connect conversation, as detailed in c., or to send proposals through a CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- g. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- h. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the CPC Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the CPC Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.

---

## **SI06 BID RESULTS**

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by e-mail a request to [vinay.singh@tpsgc-pwgsc.gc.ca](mailto:vinay.singh@tpsgc-pwgsc.gc.ca).

## **SI07 INSUFFICIENT FUNDING**

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

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

## **SI08 BID VALIDITY PERIOD**

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

## **SI09 RIGHTS OF CANADA**

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## **SI10 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

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

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

## **SI11 BID CHALLENGE AND RECOURSE MECHANISMS**

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

## **S112 CONSTRUCTION DOCUMENTS**

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

## **S113 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Contract Security Program  
<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

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

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

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

---

**R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/24>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

---

## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2022-01-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

---

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.
2. The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
  3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
  4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
  5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

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

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

#### **2) Period of Insurance**

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

#### **3) Proof of Insurance**

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

**4) Insurance Proceeds**

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

**5) Deductible**

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

**SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

ISSF Road Rehabilitation  
Inuvik, NT

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when required)					

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

**BA04 BID VALIDITY PERIOD**

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

**BA05 ACCEPTANCE AND CONTRACT**

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

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work within TwentyFive (25) weeks from the date of notification of acceptance of the offer.

**BA07 BID SECURITY**

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

**BA08 SIGNATURE**

--

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

--

Signature

--

Date

**APPENDIX 1 - COMBINED PRICE FORM**

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(e)s
--

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Spec Reference	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit applicable tax(e)s extra (PU)	Extended amount (EQ x PU) applicable tax(e)s extra
1	31 24 14	Common Excavation - Waste (Excavate, Load, Haul, Compact, Stockpile)	m <sup>3</sup>	11,100		
2		Embankment 300mm Minus (Supply, Haul, Place, Compact)	m <sup>3</sup>	1,600		
3		Embankment 75mm Minus (Supply, Haul, Place, Compact)	m <sup>3</sup>	600		
4		Nonwoven Geotextile (Supply, Install)	m <sup>2</sup>	22,500		
5	32 11 19	Sub-Base Gravel (Supply, Haul, Place, Compact)	m <sup>3</sup>	7,900		
6		Ponding Area Infill (Supply, Haul, Place)	m <sup>3</sup>	50		
7		Ditch Blocks (Supply, Haul, Place, Compact)	ea	1		
8	32 11 25	Surfacing Gravel (Supply, Haul, Place, Compact)	m <sup>3</sup>	4,300		
9		Surfacing Gravel for Maintenance (Supply, Haul, Stockpile)	m <sup>3</sup>	300		
10	33 42 13	Culverts - 800 mm Dia. CSP (Excavate, Dispose)	m	13		
11		Culverts - 800 mm Dia. Aluminized CSP (Supply, Install)	m	54		
12		Culvert Riprap End Treatment (Excavate, Load, Haul, Place)	m <sup>3</sup>	50		
13	10 14 53	Traffic Signs (Supply, Install)	ea	2		
14		Sign Relocation (Remove, Temporarily Stockpile, Reinstall)	ea	1		
15		Delineators (Remove, Dispose, Supply, Install)	ea	4		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(e)s						

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(e)s
--

---

## **APPENDIX 2 – MANDATORY HEALTH AND SAFETY - FOR WORK IN THE NORTHWEST TERRITORIES & NUNAVUT**

### **1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI): WCB AND SAFETY PROGRAM**

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

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

### **2.) SUPPLEMENTARY CONDITIONS (SC): Workplace Safety and Health**

#### **1. EMPLOYER/PRINCIPAL CONTRACTOR**

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

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

#### **2. SUBMITTALS**

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

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

### 3. LABOUR AUTHORITY CONTACT:

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

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

#### **NORTHWEST TERRITORIES**

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

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



---

#### APPENDIX 4 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

	Subcontractor and Suppliers	Division
1		Testing / laboratory services (Quality Management) 01 45 00; 31 05 10; 31 24 14; 32 11 19; 32 11 25
2		Aggregates / Gravel 31 05 16; 32 11 19; 32 11 25
3		Clearing & Brushing 31 11 00; 31 24 14

---

## APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

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

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

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

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

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

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

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

**VOLUNTARY CERTIFICATION**

(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

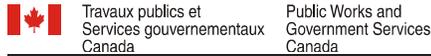
*Note: The contractor will be asked to fill out a report every six months or at project completion as per sample  
"Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


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

**CERTIFICATE OF INSURANCE**



<b>Description and Location of Work</b> <b>ISSF Road Rehabilitation</b> <b>Inuvik, NT</b>	<b>Contract No.</b> EW038-230888/001/PWU
	<b>Project No.</b> R.113350.001

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  <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

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

## General

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

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

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

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

## Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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



**ANNEX C – INDIGENOUS OPPORUNITY CONSIDERATIONS (IOC)**

**Basis of Selection – Highest Combined Rating of Indigenous Opportunity Considerations (IOC) 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 40 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 20% for the IOC merit, and 80% 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 20%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 80% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score, and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 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 (80%) and IOC Merit (20%)</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 x 20 = 17	66/100 x 20 = 12.2
	<b>Pricing Score</b>	45/55 x 80 = 65.46	45/50 x 80 = 72.00
<b>Combined Rating</b>	82.46	84.20	94.20
<b>Overall Ranking</b>	3rd	2nd	1st

---

## **GWICH'IN COMPREHENSIVE LAND CLAIM AGREEMENT**

This procurement is subject to the Gwich'in Comprehensive Land Claim Agreement.

Bidders 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 Gwich'in Comprehensive Land Claim Agreement. The requirements of the Gwich'in Comprehensive Land Claim Agreement will apply to this procurement. The provisions that apply are contained in: Section 10 - Economic Measures, of the Gwich'in Comprehensive Land Claim Agreement. [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/97-803-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/97-803-eng.asp)

For purposes of interpretation:

"Gwich'in" means, except in chapters 3 and 4, participants and Gwich'in organizations designated pursuant to chapter 7, as the context requires;

"Gwich'in community" means the community of Inuvik, Aklavik, Arctic Red River or Fort McPherson;

"Gwich'in lands" means Gwich'in municipal lands and settlement lands;

"Gwich'in" means a person of Gwich'in (also referred to as Loucheux) ancestry who resided in, or used and occupied the settlement area on or before December 31, 1921, or is a descendant of such person.

## **INUVIALUIT FINAL AGREEMENT**

This procurement is subject to the Inuvialuit Final Agreement (IFA), and the requirements of the IFA will apply to this procurement including Section 16 - Economic Measures.

<https://www.irc.inuvialuit.com/sites/default/files/Inuvialuit%20Final%20Agreement%202005.pdf>

The Western Region of Public Services and Procurement Canada's policy requires 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.

In this requirement, Bidders are requested to maximize Inuvialuit employment, subcontracting and on-the-job training opportunities, and involve Inuvialuit participants and businesses, in carrying out the work under this project, but it is not mandatory for Bidders to include the Indigenous Opportunity Considerations (IOC) as part of their proposal.

For purposes of interpretation:

"***Inuvialuit***" includes individual Inuvialuit, partnerships of Inuvialuit, any corporation or entity the majority of which is owned by Inuvialuit and ventures in which the Inuvialuit have an interest greater than 50%.

---

## **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 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**

#### Head Office / Office Presence

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.
- Describe the nature of the firm's presence in the CLCA 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.

#### Labour

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

#### Subcontracting/suppliers

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

URL links to websites will not be considered.

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

- Indigenous Business Directory: [http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html); and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

**INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the Gwich'in Comprehensive Land Claims Agreement (GCLCA) and the Inuvialuit Final Agreement (IFA). Canada reserves the right to confirm validity of all declarations / commitments.	
3.1	<p><b>OFFICE PRESENCE</b></p> <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the CLCA.</p> <p>Describe the nature of the firm's presence in the CLCA 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>	/10
3.2	<p><b>LABOUR</b></p> <p>Bidder will be evaluated on their firm commitment to use on-site Indigenous people from the CLCA 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 CLCA 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 CLCA 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:          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)  <b>(a) / (c) = % Commitment (d)</b></p> <p>0-100% of total on-site labour hours = 0-45 points.          Points will be assigned based on a percentage % of the total points available:          ____ (d) % x total points available</p> <p><i>Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (45)          65% x 45 = 29.25 points</i></p> <p>NOTE:          Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	/45

3.3	<p><b>SUBCONTRACTORS/ SUPPLIERS</b></p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from the CLCA applicable to the Contract.</p> <p><b>Indigenous Subcontractors / Suppliers from the CLCA are defined as:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The Supplier must have a staffed office or facility within the CLCA, or the head office of the Indigenous group that holds the majority ownership must be located within the CLCA.</li> </ol> <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>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)  <b>(a) / (c) = % Commitment (d)</b></p> <p>Points will be assigned based on a percentage of the total points available:</p> <p><b>(d) x 45 (available points) = assigned points</b></p> <p><u>Example:</u>          Value of Indigenous sub-contracting: \$ 55,000 (a)          Value of Non-Indigenous sub-contracting: \$ 45,000 (b)          Estimated value of Contract: \$100,000 (c)</p> <p><math>\\$55,000 / \\$100,000 = .55</math>  <math>55\% \times 45 = 24.75</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>	/45
<b>TOTAL POINTS AVAILABLE</b>		<b>/100</b>

**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. 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.

---

**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.
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 1.0% 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: Vinay Singh  
Email: [vinay.singh@pwgsc-tpsgc.gc.ca](mailto:vinay.singh@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 CLCA.			
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 CLCA will be included in the calculations. Verification of Indigenous businesses will be made in accordance with 3.3 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

---

**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 0.5% 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 0.5% of the final contract value may be deducted for non-performance. (Table 1B)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any deductions owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL 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>\$</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>COMMENTS:</b>	
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Project Authority: _____ Contracting Officer (PWGSC): _____	

**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>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, 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="0" style="width: 100%;"> <tr> <td align="center">0 points</td> <td align="center">2 points</td> <td align="center">6 points</td> <td align="center">10 points</td> </tr> <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> </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 - total assessed score)% x (final contract value) x 0.5%	\$									
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>										

<b>TABLE 1B - ASSESSMENT OF INDIGENOUS SUB-CONTRACTING/SUPPLIER DEDUCTION</b>											
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>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	<b>60</b>									
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 style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">0 points</td> <td style="text-align: center; width: 25%;">2 points</td> <td style="text-align: center; width: 25%;">6 points</td> <td style="text-align: center; width: 25%;">10 points</td> </tr> <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> </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	<b>40</b>	
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>	<b>100</b>									
4	<b>TOTAL CALCULATED DEDUCTION</b>	<b>\$\$</b>									
	<p>(100 - total assessed score)% x (Final contract value) x 0.5%</p>										
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>										