



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving PWGSC/TPSGC reception des soumissions

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (418) 566-6167

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Building Condition Report	
Solicitation No. - N° de l'invitation EW038-221678/A	Date 2022-11-03
Client Reference No. - N° de référence du client PSPC-EW038-221678	
GETS Reference No. - N° de référence de SEAG PW-\$PWZ-050-11380	
File No. - N° de dossier PWZ-1-44072 (050)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2022-12-06 Heure Normale du Centre HNC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: McRuer, Daniel	Buyer Id - Id de l'acheteur pwz050
Telephone No. - N° de téléphone (204) 295-6634 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HERE-IN	

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 - Western Region

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

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

“THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT”

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

REQUEST FOR PROPOSAL (RFP)

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PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.
4. This bid solicitation allows and encourages proponents to use the Connect service provided by Canada Post Corporation to transmit their proposals electronically.

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by Connect service.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP 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>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
 - (a) Supplementary Instructions to Proponents (SI);
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal; Submission Requirements and Evaluation (SRE);
 - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
 - (c) Terms of Reference;
 - (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
 - (e) Indigenous Participation Plan (IPP);
 - (f) any amendment to the solicitation document issued prior to the date set for receipt of proposals;
and

- (g) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

SI3 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address dan.mcruer@pwgsc-tpsgc.gc.ca as early as possible. Enquiries should be received no later than 10 working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

SI4 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

SI5 SECURITY REQUIREMENT

1. **Application For Registration (AFR) form for Canadian legal entities.**
All Proponents **must** provide a duly completed **AFR** with their proposal. Failure to comply with this requirement may result in the proposal being declared non-compliant. The AFR (Appendix H) form and instruction are included in Appendix attached to this bid solicitation.
2. Before award of a contract, the following conditions must be met:
- (a) the Proponent must hold a valid organization security clearance as indicated in Supplementary Conditions SC2;
 - (b) the Proponent's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Supplementary Conditions SC2;
 - (c) the Proponent must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

SI6 CERTIFICATIONS

1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(G1\), Integrity Provisions – Proposal, section 3b](#).

2. Federal Contractors Program for Employment Equity - Proposal Certification

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

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

SI7 TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

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

See Appendix D for details.

SI8 WEBSITES

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

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

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

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractscanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Solicitation No. - N° de l'invitation
EW038-221678/A
Client Ref. No. - N° de réf. du client
PSPC EW038-221678

Amd. No. - N° de la modif.
File No. - N° du dossier
PWZ-1-44072

Buyer ID - Id de l'acheteur
pwz050
CCC No./N° CCC - FMS No./N° VME

Canadian sanctions

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

SI9 HEALTH AND SAFETY

Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:

a) a Workers Compensation Board 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).

2. The recommended Proponent 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 proposal being declared non-compliant.

PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

GI1 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy (https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)*;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and

- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

G12 Definitions

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

"Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Key Personnel":

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

G13 Overview of selection procedure

The following is an overview of the selection procedure.

G13.1 Proposal

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
 - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
 - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
 - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
 - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
 - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
 - f. comply with all other requirements set out in the RFP.

G13.2 Proposal evaluation and rating

1. Technical components of all responsive proposals are reviewed, evaluated and rated by an Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:
 - a. The lowest price proposal receives a Price Rating of 100.
 - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.

- c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.
 - d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.
6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

G13.3 Total score

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
 - a. the Technical Score
 - b. the Price Score, and
 - c. Indigenous Participation Plan (IPP) Rating
2. The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services.

G13.4 Notification

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

G14 Procurement Business Number

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFiZGlvdj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFiZGlvdj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng).

G15 Responsive proposals

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

G16 Completion of submission

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

G17 Proposal price

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

G18 Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

G19 Limitation of submissions

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

G110 Licensing requirements

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

G111 Rejection of proposal

1. Canada may reject a proposal where any of the following circumstances is present:
 - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;

- b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada,
 - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

G112 Not applicable

Not applicable.

G113 Insurance requirements

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

G114 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;

- b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

G115 Composition of Consultant Team

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

G116 Submission of proposal

G116.1 Submission of proposal

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section G114](#).
2. It is the Proponent's responsibility to:
 - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.

In the case of submission of a hard copy proposal, send its proposal only to:

Bid Receiving PWGSC
Room 310, 269 Main Street
Winnipeg, Manitoba
R3C 1B3

In the case of submission by Connect, see instructions in G116.2.1 below.
In the case of submission by Facsimile, see instructions in G116.2.2 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.
 4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
 5. Proposals and supporting information may be submitted in either English or French.
 6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

G116.2 Transmission by Connect or facsimile

1. Connect
 - a. Proposals may be submitted by using the Connect service provided by Canada Post Corporation
(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a):

The only acceptable email address to use with Connect for responses to this bid solicitation issued by PWGSC regional offices is:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an Connect conversation, as detailed in b., or to send proposals through an Connect message if the proponent is using its own licensing agreement for Connect.

- b. To submit a proposal using Connect service, the Proponent must either:

- i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for 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 a Connect conversation. Requests to open a Connect conversation received after that time may not be answered.
 - c. If the Proponent sends an email requesting Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the solicitation closing date and time.
 - d. If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the Connect message field of all electronic transfers.
 - f. It should be noted that the use of Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the Connect service.
 - g. For proposals transmitted by Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete proposal;
 - ii. availability or condition of the Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the proposal;
 - v. failure of the Proponent to properly identify the proposal;
 - vi. illegibility of the proposal;
 - vii. security of proposal data; or
 - viii. inability to create an electronic conversation through the Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the 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 proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
 - j. A proposal transmitted by Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).
2. Facsimile
 - a. Proposals may be submitted by facsimile.

The only acceptable facsimile number for responses to bid solicitations issued by this PWGSC regional office is:

Bid Fax: **1-418-566-6167**.

- b. For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
- i. receipt of garbled, corrupted or incomplete proposal;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the proposal;
 - v. failure of the Proponent to properly identify the proposal;
 - vi. illegibility of the proposal; or
 - vii. security of proposal data.
- c. A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).

GI17 Late submissions

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in GI17.2. For late proposals submitted using means other than the Canada Post Corporation's Connect service, the physical proposal will be returned. For proposals submitted electronically, the late proposal will be deleted. As an example, proposals submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using Connect.
2. A proposal delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed proposals.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;that clearly indicates that the proposal was sent the day before the solicitation closing date.
 - b. The only pieces of evidence relating to a delay in the Connect service provided by CPC system that are acceptable to PWGSC is a CPC Connect service date and time record indicated in the Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by PWGSC.

4. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

G118 Not applicable

G119 Acceptance of proposal

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

G120 Legal capacity

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

G121 Debriefing

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

G122 Financial capability

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

G123 Performance evaluation

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

G124 Proposal costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

G125 Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
 - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This

Proponent remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

G126 Limitation of liability

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

G127 Code of Conduct for Procurement—proposal

The [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

G128 Bid Challenge And Recourse Mechanisms

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

PART 3 - TERMS, CONDITIONS AND CLAUSES

AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2022-01-28	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1250D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

- (b) Terms of Reference;
(c) the document entitled “Doing Business with PWGSC Documentation and Deliverables Manual”;
(d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
(e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date 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. If there is a discrepancy between the wording of any documents that appear on the following 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.

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File No. - N° du dossier
PWZ-1-44072

Buyer ID - Id de l'acheteur
pwz050
CCC No./N° CCC - FMS No./N° VME

- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Terms of Reference;
- (h) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (i) the proposal.

PART 4 - SUPPLEMENTARY CONDITIONS (SC)

SC1 TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

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

SC2 SECURITY REQUIREMENT

The following security requirement (SRCL and related clauses) applies and form part of the Agreement.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE No. EW038-221678

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 work 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 Appendix G
 - b. Contract Security Manual (latest edition)

SC3 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the contract.

SC4 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Consultant must comply and ensure that its employees and subconsultant comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

SC5 EMPLOYER/PRIME CONSULTANT

1. During the Design Stage
 - a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:
 - i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

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ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction.

PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in R1410T General instructions to Proponents (GI3).

1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 65%	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
IPP Rating x 25%	=	IPP Score (Points)
Total Score	=	Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Proposal via Connect service

This bid solicitation allows and encourages proponents to use the Connect service provided by Canada Post Corporation to transmit their proposal electronically.

If the Proponent chooses to submit its proposal electronically through Connect service, Canada requests that the Proponent submits its proposal in accordance with section GI16, [Submission of proposal](#), of the General Instructions. The Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

Section I: Technical Proposal;

Section II: Price Proposal;

Section III: Indigenous Participation Plan

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

If the Proponent is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through Connect service, the wording of the electronic copy provided through Connect service will take precedence over the wording of the other copies.

2.2 Proposal in Hard Copies

If the Proponent chooses to submit its proposal in hard copies, Canada requests that the Proponent submits its proposal in separately bound sections as follows:

Section I: Technical Proposal (submit one (1) bound original)

Section II: Price Proposal (submit one (1) bound original) in a separate sealed envelope.)

Section III: Indigenous Participation Plan (submit one (1) bound original)

Double-sided submissions are preferred.

2.3 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by Connect service.

If the Proponent submits its proposal by facsimile, Canada requests that the following sections be clearly identified and separated in the proposal:

Section I: Technical Proposal

Section II: Price Proposal

Section III: Indigenous Participation Plan

2.4 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

- Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal SRE section

2.5 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))

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PSPC EW038-221678

Amd. No. - N° de la modif.
File No. - N° du dossier
PWZ-1-44072

Buyer ID - Id de l'acheteur
pwz050
CCC No./N° CCC - FMS No./N° VME

- Declaration/Certifications Form ([Appendix B](#))
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))
- Indigenous Participation Plan

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Licensing, Certification or Authorization

The Proponent shall be authorized to provide Engineering or Architectural Services and must include an Architect, Electrical Engineer, Mechanical Engineer, Structural Engineer, Vertical Transportation Specialist, Cost Consultant and Specialty Expertise, licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by territorial law in the Northwest Territories.

You must indicate current license or how you intend to meet the territorial licensing requirements.

3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

Proponent (prime consultant) – Architect or Engineer

Key Sub-consultants / Specialists

- a. Architect;
- b. Civil Engineer;
- c. Mechanical Engineer;
- d. Electrical Engineer;
- e. Structural Engineer;
- f. Vertical Transportation Specialist;
- g. Cost Specialist;
- h. Thermographer

If the proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, GI9 Limitation of submissions).

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An example of an acceptable format (typical) for submission of the team identification information is provided in Appendix A.

3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- Appendix B, Declaration/Certifications Form as required.

3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per R1410T (2017-08-17), General instructions 1 (G11), Integrity Provisions – Proposal, **section 3a**.

3.1.5 Application For Registration (AFR) form for Canadian legal entities

All Proponents **must** provide a duly completed **AFR** with their proposal. Failure to comply with this requirement may result in the proposal being declared non-compliant. The AFR (Appendix H) form and instruction are included in Appendix attached to this bid solicitation.

3.2 RATED REQUIREMENTS

3.2.1 Proponent Past Experience on Projects

The Proponent should demonstrate their accomplishments, achievements and experience as prime consultant on projects over at least the past seven (7) years. Demonstrate that the Proponent or Proponent's senior personnel have completed building condition evaluations and produced Building Condition Reports (BCR) that include a Uniformat II Level 4 detail assessment of building components and Facility Condition Indexing (FCI) involving criticality analysis and assessment of building component remaining life and recommendations for component life extension and replacement projects covering a period of at least twenty-five years into the future. Experience in performing thermography studies. Experience in carrying out building capacity assessments.

Information that should be supplied:

- a) A brief description of a maximum of three (3) significant building or component condition evaluations, thermography studies, and any involvement in building capacity assessment projects completed over the last seven (7) years by the firm;
- b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
- c) For the above projects, indicate if the Building Condition Data was entered into a facility database such as; Recap Validation Survey (RVS), Asset Validation Survey (AVS) or VFA survey.
- d) Indicate the dates the services were provided for the listed projects;
- e) Scope of services rendered, project objectives, constraints and deliverables; and
- f) Client references - name, address, e-mail, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

*Note: significant is defined as any one or multiple components of a Building System.

The Proponent (as defined in General instructions 2 ([G12\) Definitions](#)) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent.

Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

3.2.2 Achievements of Key Sub-consultants and Specialists on Projects

The Proponent should demonstrate that their key Sub-Consultants (Architect, Mechanical Engineer, Civil Engineer, Electrical Engineer and Structural Engineer) have completed building condition evaluations and Building Condition Reports that include an assessment of building component remaining life and recommendations for component life extension and replacement projects covering a period of at least twenty-five years into the future.

Information that should be supplied:

- a) A brief description of a maximum of three (3) significant building or component condition evaluation projects for large facilities completed over the last seven (7) years by the firm;
 - b) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
 - c) For the above projects, indicate if the Building Condition Data was entered into a VFA survey or facility database such as; RVS or AVS;
 - d) Indicate the dates the services were provided for the listed projects;
 - e) Scope of services rendered, project objectives, constraints and deliverables; and
 - f) Client references - name, address, e-mail, phone and fax of client contact at working level.
- Reference checks may be completed if deemed necessary.

Please indicate those projects that were carried out as a Sub-Consultant and which were carried out as a Prime Consultant while stating your responsibilities for each project.

*Note: significant is defined as any one or multiple components of a Building System.

3.2.3 Senior and Project Personnel Expertise and Experience

The Proponent should demonstrate they have senior and project personnel in the team with the capability, capacity and expertise to provide the required services and deliverables listed in Required Services Section.

Information that should be supplied:

- a) Submit a maximum of three (3) curriculum vitae (c.v.'s) of Prime Consultant senior personnel (of which, two (2) c.v.'s are of senior project personnel, which will perform the majority of the services resulting from the individual Call-ups) and one (1) c.v. of senior personnel for each Sub-Consultant/Specialist/Specialty Expert of the consultant team. Each CV must clearly indicate:
 - Years of experience the senior and project personnel has in the provision of the services specified in the Required Services section;
 - Identify the personnel's years of experience and the number of years with the firm;
 - Professional accreditation;
 - Accomplishments/achievements/awards.

3.2.4 Comprehension of the Scope of Services

The Proponent should demonstrate an understanding of the overall requirements for BCR and related services including building capacity assessment and thermography, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.

Information that should be supplied:

- a) scope of services - detailed list of services;
- b) broader goals (understanding of Unifomat II, use and value in reporting on building systems, building capacity and GC Workplace);
- c) project management approach to working with PWGSC (understanding of PWGSC management structure, Client environment, working with the government in general).
- d) The client user's philosophy and values

3.2.5 Team Approach/Management of Services:

The Proponent should demonstrate how he /she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. Provide an action plan of how the consultant will perform the services and meet project challenges. Demonstrate how is the team is committed to quality assurance, and honouring deadlines. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- a) Roles and responsibilities of key personnel;
- b) Assignment of the resources and availability of back-up personnel;
- c) Management and organization (reporting structure);
- d) Quality control techniques;
- e) Demonstration of how the team intends to meet the 'Project Response Time Requirements' which is 48 hours after reserve number assignment and 10 days after contract award;
- f) Outline of an action plan of the services with implementation strategies and sequence of main activities
- g) Communication strategies
- h) Demonstration of how the team intends to rectify the situation of a missed deliverable deadline or a dissatisfied client and
- i) Conflict resolution.

3.2.6 Understanding of the Project

The proponent should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.

Information that should be supplied:

- a) The functional and technical requirements
- b) Anticipated important project specific issues, challenges and constraints
- c) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule and level of effort, in terms of number of hours for all resource categories;
- d) appropriateness of assigned resources.

3.3 EVALUATION AND RATING

In the first instance, price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Proponent's Past Experience on Projects	2.0	0 - 10	0 - 20
Achievements of Key Sub-consultants /Specialists	1.5	0 - 10	0 - 15
Senior and Project Personnel Expertise and Experience	2.0	0 - 10	0 - 20
Comprehension of the Scope of Services	1.5	0 - 10	0 - 15
Team Approach / Management of Services	1.0	0 - 10	0 - 10
Understanding of the Project	2.0	0 - 10	0 - 20
Total	10.0		0 - 100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses

	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum Technical Rating of fifty (50) points out of the hundred (100) points available as specified above.

No further consideration will be given to proponents not achieving the pass mark of fifty (50) points.

SRE 4 PRICE OF SERVICES

All price proposals corresponding to responsive proposals which have achieved the pass mark of fifty (50) points will be considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

All Indigenous Participation Plan (IPP) submissions corresponding to responsive proposals that have achieved the pass mark of fifty (50) points, and have a compliant Price Proposal, will be opened upon completion of the technical and price evaluation. Points allocated for commitments under SRE 5 will be added to the points to establish a Total Score.

SRE 5 INDIGENOUS PARTICIPATION PLAN (IPP) EVALUATION CRITERION

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

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

IPP Evaluation Criterion	Available Points	Rating	IPP Points Weighting	
1.1 Head offices, staffed administrative offices or other staffed facilities in the CLCA.	10	0-10	0-5	
1.2 On-site Indigenous Labour	40	0-40	0-10	
1.3 Indigenous Sub-Contracting/Suppliers	50	0-50	0-10	
Total IPP Evaluation Rating	100		0-25	

See IPP Conditions contained in Appendix D.

SRE 6 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	65	0 - 65
Price Rating	0 - 100	10	0 - 10
IPP Rating	0 - 100	25	0 - 25
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

SRE 7 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- Team Identification - see typical format in [Appendix A](#)
- Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\), Integrity Provisions](#) – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions 1 ([GI1](#)), [Integrity Provisions](#) – Proposal, **section 3b**.
- Proposal
- Front page of RFP
- Front page(s) of any solicitation amendment
- Price Proposal Form completed and submitted in a separate section.
- Indigenous Participation Plan
- Application For Registration (AFR) for Canadian legal entities

For hard copy Proposal:

- Proposal - one (1) original
- Price Proposal Form – only one (1) Price proposal Form completed and submitted in a separate envelope
- Indigenous Participation Plan - one (1) original
- Application For Registration (AFR) for Canadian legal entities - one (1) original

For Connect Proposal:

- Proposal - one (1) electronic document attached to the message
- Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message
- Indigenous Participation Plan - one (1) electronic document attached to the message
- Application For Registration (AFR) for Canadian legal entities - one (1) electronic document attached to the message

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PART 6 - AGREEMENT PARTICULARS

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

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APPENDIX A - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant (Architect or Engineer):

Firm or Joint Venture Name:

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

II. Key Sub Consultants / Specialists:

a. Architect

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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b. Civil Engineer

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

c. Mechanical Engineer

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

d. Electrical Engineer

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:			
Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

e. Structural Engineer

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:			
Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

f. Vertical Transportation Specialist

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:			
Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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g. Cost Specialist

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

h. Thermographer

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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APPENDIX B - DECLARATION/CERTIFICATIONS FORM

Project Title	Greenstone Building and Henry Larson Building, Yellowknife, Northwest Territories, Building Condition Report
----------------------	---------------------------------------------------------------------------------------------------------------------

Name of Proponent		Street Address	
Telephone number:		Mailing Address	
Fax number:			
Email Address:			
Procurement Business Number:			

Type of Organizations	<input type="checkbox"/> Sole Proprietorship	Size of Organization	Number of Employees _____
	<input type="checkbox"/> Partnership		
	<input type="checkbox"/> Corporation		
	<input type="checkbox"/> Joint Venture		

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Former Public Servant (FPS) - Certification

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, proponents must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent 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 proposal 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 Proponent a FPS in receipt of a pension?

Yes | No

If so, the Proponent 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, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes | No

If so, the Proponent 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.

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Name of Proponent:

DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

Name

Signature

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Name

Signature

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:

Name

Telephone Number: () _____ Fax Number: () _____

E-mail: _____

The above certifications should be completed and submitted with the proposal, but may be submitted afterwards as follows: if the above certifications are not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the above certifications within the time frame provided will render the proposal non-responsive.

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APPENDIX C - PRICE PROPOSAL FORM

INSTRUCTIONS:

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

Project Title: Greenstone Building and Henry Larson Building, Yellowknife, Northwest Territories, Building Condition Report

Name of Proponent:

The following will form part of the evaluation process

REQUIRED SERVICES

Fixed Fee R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

SERVICES	FIXED FEE
Fixed lump sum fee for the Required Services described in the Terms of Reference for each location:	
a) Greenstone Building	\$.....
b) Henry Larson Building	\$.....
TOTAL EVALUATED MAXIMUM FIXED FEE (a + b)	\$.....

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The following will NOT form part of the evaluation process

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS

Principals		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
X		\$.....

Staff		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
6		\$.....
7		\$.....
8		\$.....
9		\$.....
10		\$.....
11		\$.....
12		\$.....
13		\$.....
14		\$.....
15		\$.....

END OF PRICE PROPOSAL FORM

APPENDIX D – INDIGENOUS PARTICIPATION PLAN (IPP)

This procurement is subject to the Tlicho Land Claims and Self-Government 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 Participation Plan(IPP), and bidders propose Indigenous opportunities in their bid submission.

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

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in M̄qwhì Gogha Dè Nìttèè (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:

“Tlicho 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 T̄t̄chq Citizens or the Tlicho Government;
- b) a co-operative controlled by Tlicho Citizens or the Tlicho Government;
- c) a sole proprietorship operated by a Tlicho Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tlicho Citizens or the T̄t̄chq Government

“Tlicho person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of M̄whì Gogha Dè Nìttèè 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 Tlicho custom, by a Tlicho person within the meaning of (a) or (b) or by a Tlicho Citizen, or is a descendant of any such adoptee.

PART A – INDIGENOUS PARTICIPATION PLAN

Evaluation and Assessment of IPP 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 IPP 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 IPP 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 area of the CLCA.

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;

Subcontracting/suppliers

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

URL links to websites will not be considered.

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

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

INDIGENOUS PARTICIPATION PLAN CRITERIA

ITEM	BID CRITERIA	Available Points
1.0	This procurement is subject to the Tlicho Land Claims and Self-Government Agreement. Canada reserves the right to confirm validity of all declarations / commitments.	
1.1	<p>HEAD OFFICE</p> <p>Bidders are requested to demonstrate the existence of the bidders head offices, staffed administrative offices or other staffed facilities in the CLCA.</p> <p>Points will be assigned as follows, to a maximum of 10 points:</p> <ol style="list-style-type: none"> 1. Head Offices (3 pts) 2. Staffed Administrative Offices (4 pts) 3. Other Staffed Facilities (3 pts) <p>This criterion is worth 5% of the bid evaluation points available.</p>	/10
1.2	<p>LABOUR</p> <p>Bidder will be evaluated on their firm commitment to use on-site Indigenous people from the area of 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:</p> <ol style="list-style-type: none"> 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. Proof of residency may be requested (Driver's Licence, Territorial Health Card). <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 and off-site non-Indigenous Employee Hours for This Contract: _____ hrs (b) = Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c)</p> <p>(a) / (c) = % Commitment (d)</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

	<p><u>Example:</u> <i>Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (40)</i> $65\% \times 40 = 26 \text{ points}$</p> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>This criterion is worth 10% of the bid evaluation points available.</p> <p>Deduction Conditions will apply to this criterion.</p>							
<p>1.3</p>	<p>SUBCONTRACTORS / SUPPLIERS</p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from the CLCA applicable to the Contract.</p> <p>Indigenous Subcontractors / Suppliers from the area of the contract are defined as:</p> <ol style="list-style-type: none"> 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 contract, or the head office of the Indigenous group that holds the majority ownership must be located within the CLCA. <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Value of Indigenous Contracting (contractor/subcontractor or supplier):</td> <td style="width: 30%; text-align: right;">\$ _____ (a) +</td> </tr> <tr> <td>Value of Non-Indigenous Contracting (contractor/subcontractor or supplier):</td> <td style="text-align: right;">\$ _____ (b) =</td> </tr> <tr> <td>Estimated value of Contract (must equal total bid price):</td> <td style="text-align: right;">\$ _____ (c)</td> </tr> </table> <p>(a) / (c) = % Commitment (d)</p> <p>Points will be assigned based on a percentage of the total points available:</p> <p>(d) x 50 (available points) = assigned points</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Example:</u> <i>Value of Indigenous sub-contracting: \$ 55,000 (a)</i> <i>Value of Non-Indigenous sub-contracting: \$ 45,000 (b)</i> <i>Estimated value of Contract: \$100,000 (c)</i></p> <p>$\\$55,000 / \\$100,000 = .55$ $55\% \times 50 = 27.5 \text{ assigned points}$</p> </div>	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)	<p>/50</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)							

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	<p>NOTE: Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>This criterion is worth 10% of the bid evaluation points available.</p> <p>Deduction Conditions will apply to this criterion.</p>	
	TOTAL POINTS AVAILABLE	/100

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PART B - BIDDER COMMITMENT

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. 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 IPP 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 Participation Plan and periodically receive performance monitoring results.

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

Return Reports to:

Contracting Authority Name: Daniel McRuer

EMAIL: dan.mcruer@tpsgc-pwgsc.gc.ca

Consultant Certification

INDIGENOUS PARTICIPATION PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

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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 and off-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:		

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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 1.3 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 PARTICIPATION PLAN 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 .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 .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 IPP 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 IPP calculation at the time of change order or amendment negotiation.

INDIGENOUS EMPLOYMENT DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	CONTRACTOR:	
2	Final Contract Value (included applicable amendments) (no GST)	\$
3	Certified on-site Indigenous employment commitment	
	Percentage of hours committed	%
	Percentage of hours achieved	%
	Met - No applicable deduction Shortfall - Assess the contractor for applicable deduction	Met / fell short
4	Certified Indigenous Sub-contracting/Supplier commitment	
	Percentage of bid value committed	%
	Percentage of contract value (including all applicable amendments) achieved	%
	Met - No applicable deduction. Shortfall - Assess the contractor for applicable deduction	Met / fell short
5	COMMENTS:	
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Contracting Officer (PWGSC): _____	

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

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IPP commitment</td> <td>Demonstrated little to no effort to meet the IPP commitment</td> <td>Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IPP 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 IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP 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 IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION										
	$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times .5\%$	\$									
5	COMMENTS/JUSTIFICATIONS:										

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SIGNATURE OF EVALUATION PANEL:

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Departmental Representative: _____

Contracting Officer (PWGSC): _____

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

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

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SIGNATURE OF EVALUATION PANEL

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Departmental Representative: _____

Contracting Officer (PWGSC): _____

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APPENDIX E - TERMS OF REFERENCE

(ATTACHED)

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APPENDIX F - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL

(ATTACHED)

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APPENDIX G - SECURITY REQUIREMENTS CHECK LIST (SRCL)

(ATTACHED)

APPENDIX H - APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

(ATTACHED)