



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission  
instructions/

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

NA

Saskatchewan

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

Government of Canada Building  
101 - 22nd Street East

Suite 110

Saskatoon

Saskatche

S7K 0E1

<b>Title - Sujet</b> Yellowknife Grounds Maintenance	
<b>Solicitation No. - N° de l'invitation</b> EW076-230653/A	<b>Date</b> 2023-01-04
<b>Client Reference No. - N° de référence du client</b> PWGSC - EW076-230653	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STN-207-5596	
<b>File No. - N° de dossier</b> STN-2-45003 (207)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Central Standard Time CST <b>on - le 2023-01-19</b> Heure Normale du Centre HNC	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Perrin, Melanie	<b>Buyer Id - Id de l'acheteur</b> stn207
<b>Telephone No. - N° de téléphone</b> (306) 491-5871 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101-50TH AVE BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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EW076-230653  
Client Ref. No. - N° de réf. du client  
EW076-230653

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EW076-230653

Buyer ID - Id de l'acheteur  
STN207  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, Indigenous Participation Plan, the Insurance Requirements and the Task Authorization Form 572.

### **1.2 Statement of Work**

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

#### **1.2.1 Summary**

Scope of work covered by this Contract includes, but is not limited to, the supply of all labour, materials, and equipment required to perform grounds upkeep, snow removal, and spreading ice inhibitor around Federally owned buildings and properties as specified herein.

Work covered under this Contract for Public Services and Procurement Canada includes year round maintenance of sidewalks, steps, pedestrian common areas, access to roofs, etc. at all or any Federal building or property that falls under Public Services and Procurement Canada jurisdiction within Yellowknife, NT.

Work covered under this Contract for Public Services and Procurement Canada specifies (7) Crown Owned buildings, Crown Owned properties:

- Rat Lake - 35 Rycon Drive (Units 1057-1097)
- Sissons Court (Units 963-994)
- Lanky Court (Units 881-889)
- Forrest Park (Units 998-1025)
- Aspen Apartments - 5204-51st Street
- PSPC Tradeshop - 5004-44th Street
- Crown single/detached housing at various locations other than those mentioned above, approximately 140.

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The period of the Contract is for one (1) year from contract award and up to two (2) additional one (1) year period under the same conditions.

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### **1.3 Comprehensive Land Claims Agreement(s)**

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

### **1.4 Debriefings**

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

### **1.5 Canada Post Corporation's (CPC) Connect service**

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) 2022-03-29 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

Public Works and Government Services Canada  
Suite 110  
101 -22<sup>nd</sup> Street East  
Saskatoon, Saskatchewan  
S7K 0E1  
Canada

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Facsimile number: 1-418-566-6167

### 2.3 Former Public Servant

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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## Work Force Adjustment Directive

**Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force**

**Adjustment Directive? Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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



## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid /Tlicho Indigenous Participation Plan  
Section II: Financial Bid  
Section III: Certifications

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

Section I: Technical Bid / Tlicho Indigenous Participation Plan (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

If the Bidder is simultaneously providing copies of its bid 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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

## **Section I: Technical Bid / Tlicho Indigenous Participation Plan**

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

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

Bidders must identify the level and extent of Indigenous Participation Plan involvement proposed for this project in accordance with Annex "C" –Indigenous Participation Plan.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with Annex "B".

### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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

### **3.1.3 Exchange Rate Fluctuation**

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

### **3.1.4 SACC Manual Clauses**

## **Section III: Certifications**

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

4.1.1.1.1 Compliance with the terms and conditions contained in this document.

4.1.1.1.2 Provision of pricing as requested.

4.1.1.1.3 Ability to perform the full scope of the work, as described in Annex "A".

##### 4.1.1.2 Tlicho Land Claims and Self-Government Agreement

In this requirement, it is not mandatory for Bidders to include the Aboriginal Opportunity Considerations (AOC) as part of their proposal.  
This procurement is subject to the **Tlicho Land Claims and Self-Government Agreement**.

Bidders are requested to maximize Aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal 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 Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Tlicho Land Claims Agreement 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 Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).  
[http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl\\_fagr\\_nwts\\_tliagr\\_tliagr\\_1302089608774\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf)

#### Clause 26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìtāèè (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:

“deliveries to” means “goods delivered to, and services performed in”.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

The total assessed bid price quoted in Annex “B” - Basis of Payment will be determined by:

- (a) The firm unit price for each item will be multiplied by its respective estimated annual usage to determine the Total Extended Price for each year.
- (b) The total extended prices for each year will be added together to obtain the total assessed bid price.

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

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Highest Combined Rating of Indigenous Participation Plan (IPP) Merit, Technical Merit, and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IPP merit [technical merit](#), and price. The ratio will be 20% for the IPP merit and 80% for the price.
4. To establish the IPP merit score, the overall IPP score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 20%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 80% will be applied in the final combined rating.
6. For each responsive bid, the IPP merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IPP score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IPP merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 weighting of price and IPP merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Price (80%) and IPP Merit (20%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IPP Score		85/100	66/100	71/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	85/100 x 20 = 17	66/100 x 20 = 13.20	71/100 x 20 = 14.20	71/100 x 10 = 7.1
	45/55 x 80 = 65.45	45/50 x 80 = 72	45/45 x 80 = 80	45/45 x 90 = 90.00
Combined Rating		82.45	85.20	94.20
Overall Ranking		3rd	2nd	1st

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.2 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - OTHER REQUIREMENTS**

### **6.1 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E .

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

#### **7.1.2 Task Authorization**

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

##### **7.1.2.1 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" *or* "DND 626, Task Authorization Form" *or* "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of **\$50,000.00**, Applicable Taxes included, inclusive of any revisions.

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

##### **7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### **7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

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

### Reporting Requirement- Details

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

#### For each authorized task:

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

#### For all authorized tasks:

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

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035 \(2022-05-12\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract



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Amd. No. - N° de la modif.  
File No. - N° du dossier  
EW076-230653

Buyer ID - Id de l'acheteur  
STN207  
CCC No./N° CCC - FMS No./N° VME

The period of the Contract is from April 1, 2023 to March 31, 2024 inclusive.

#### **7.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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

The Contract is subject to the following Comprehensive Land Claims Agreement(s): Tlicho Land Claims and Self-Government Agreement.

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Melanie Perrin  
Title: Procurement Officer, Procurement Branch  
Public Works and Government Services Canada  
Telephone: 306-491-5871  
E-mail address: [Melanie.Perrin@pwgsc-tpsgc.gc.ca](mailto:Melanie.Perrin@pwgsc-tpsgc.gc.ca)

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

#### **7.5.2 Project Authority (TBD)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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E-mail address: \_\_\_\_\_

*(Insert or delete as applicable)*

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative **(TBD)**

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [\*Public Service Superannuation Act\*](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [\*Contracting Policy Notice: 2019-01\*](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", where applicable. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.7.3 Terms of Payment**

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment  
SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

#### **7.7.4 SACC Manual Clauses**

SACC Manual clause [A9117C](#) (2004-11-30), T1204 - Direct Request by Customer Department  
SACC Manual Clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

#### **7.7.5 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **7.7.6 Discretionary Audit**

SACC Manual Clause [C0705C](#) (2010-01-11), Discretionary Audit

#### **7.7.7 Time Verification**

SACC Manual Clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

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## 7.8 Invoicing Instructions

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

**7.8.2** Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor 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 Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2035** (2022-05-12) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Indigenous Participation Plan;

- (f) Annex D, ELECTRONIC PAYMENT INSTRUMENTS
- (g) Annex E, Insurance Requirements;
- (h) Annex F, Form PWGSC-TPSGC 572 Task Authorization;
- (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

#### **7.12 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)**

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

*OR*

SACC *Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

#### **7.13 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex “D”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

#### **7.14 Dispute Resolution**

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

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **TITLE**

Yellowknife Grounds Maintenance

#### **1. SCOPE OF WORK**

Scope of work covered by this Contract includes, but is not limited to, the supply of all labour, materials, and equipment required to perform grounds upkeep, snow removal, and spreading ice inhibitor around Federally owned buildings and properties as specified herein.

Work covered under this Contract for Public Services and Procurement Canada includes year round maintenance of sidewalks, steps, pedestrian common areas, access to roofs, etc. at all or any Federal building or property that falls under Public Services and Procurement Canada jurisdiction within Yellowknife, NT.

Work covered under this Contract for Public Services and Procurement Canada specifies (7) Crown Owned buildings, Crown Owned properties:

- Rat Lake - 35 Rycon Drive (Units 1057-1097)
- Sissons Court (Units 963-994)
- Lanky Court (Units 881-889)
- Forrest Park (Units 998-1025)
- Aspen Apartments - 5204-51st Street
- PSPC Tradeshop - 5004-44th Street
- Crown single/detached housing at various locations other than those mentioned above, approximately 140.

#### **2. TASKS**

- a. The Contractor must contact the Site Authority upon entering and leaving the sites, when applicable.
- b. The Contractor must receive and respond to calls for service during all hours (normal and/or after business hours) by providing telephone numbers for regular service calls and after hours call backs.
- c. On award of the Contract, the Contractor must provide names of the personnel performing work on this Contract.
- d. Work or services performed under this Contract must be in accordance with the specifications and to the satisfaction of the Site Authority or their representative.
- e. The Contractor must attend meetings on-site as requested by the Site Authority.
- f. All work must be performed by skilled operators/labourers.
- g. Snow Removal

##### **Scheduled**

- i. The Contractor must commence snow clearing within two (2) hours of a snowfall of five (5) cm, [two (2) inches], having fallen as measured at the meteorological office and sand all areas.

- ii. In the event of continuing snowfall, the Contractor must, upon notification, clear snow so that an accumulation of snow so no greater than five (5) cm, [two (2) inches], will remain at any time on a twenty four (24) hour, seven (7) days per week basis. Upon the snowfall ending, the snow must be promptly cleared from the areas. Sand all areas.
- iii. In the event of drifting snow affecting access to, at/or travel on the site, the Contractor must, clear the snow to the designated areas.
- iv. In the event of a light snow fall, less than five (5) cm, [two (2) inches], that poses an operational or safety hazard, the Contractor will sand areas.
- v. The Contractor must clear and remove snow, slush and ice from all common area sidewalks to ensure the safety of the pedestrians and the unhindered flow of pedestrian traffic.

#### Unscheduled

The Contractor at the request of PSPC should perform the following duties as needed.

- i. Clear and remove snow, slush and ice from driveways, decks, steps and city sidewalks from a vacant units list. Clear snow, slush and ice from driveways, decks, steps and city sidewalks when tenants have vacated a unit without doing so.
  - ii. Remove snow, slush and ice from roofs and roof vents.
- h. Grounds keeping

#### Scheduled

- i. To clean and rake out sand in all three (3) playground areas during the months that are free of snow. Replenish the sand when requested by the Site Authority.
- ii. Keep all grass areas properly cut to a height of between 3.8 cm and 6.4 cm and all border edges squarely trimmed; maintain grass and planting areas clear of all debris, dead plants, weeds, etc.; properly water all areas during the growing season.
- iii. Fertilize lawn in early spring, applied at a rate of ten (10) kilograms per one hundred (100) square metres and the second application in late August, at the rate of six (6) kilograms per one hundred (100) square metres or in accordance with manufacture's recommendations. Spray all grass areas for weed control in May and September. The type of weed in a grass area will determine the type of chemical to be used and its application in accordance with the manufacturer's recommendations.
- iv. Remove all litter, old weeds and clippings from all areas covered in the Contract on a weekly basis, immediately before watering grass areas.
- v. To pick up and remove all litter and debris from exterior grounds weekly in the summer months and monthly in the winter.

#### Scheduled

- i. The Contractor at the request of PSPC should perform the following duties as needed.
  - ii. Cut grass, clear debris from vacant units and units where tenants have vacated without doing so.
  - iii. Remove tree branches, cut or fallen lumber, leaves, animal feces from Crown Housing units.
  - iv. Provide loads of gravel, soil and/or seed.
  - v. Remove large sections of unusable fence or raised garden frames.
  - vi. Complete dump runs as requested.
- i. Materials Supplied by the Crown
- Water: Supplied by PSPC at site. Potable, (free of impurities).
- j. Materials Supplied by the Contractor

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Fertilizers, peat moss, mulches, top dressing and grass seed.  
All materials and supplies must be pre-approved by the PSPC Site Authority.  
Where applicable, the Contractor must supply environmentally friendly materials, supplies and products.

#### Licenses and Permits

The Contractor:

- i. Is responsible for obtaining and paying for all licenses and permits required to perform the work requested.
- ii. Must obtain all inspections from authorities having jurisdiction.
- iii. Must provide the authorities having jurisdiction with all information requested.
- iv. Furnish these licenses and permits when requested by the Site Authority.

#### Use of Site

- i. The Contractor is limited to areas of work.
- ii. The Contractor must not unreasonably encumber site with materials or equipment.

#### Coordination and Protection

The Contractor:

- i. Must execute work with minimum disturbance to occupants, public and normal use of the buildings. Arrangements must be made at least 2 business days with the Department to facilitate execution of the work.
- ii. Must protect existing property from damage.
- iii. Must take all possible safety precautions to ensure the protection of employees or occupants during the course of the work.
- iv. Public Services and Procurement Canada accepts no responsibility for unattended equipment on site.

Any shortfall or unsatisfactory work must be corrected by the Contractor at no additional charge.

#### **Deliverables**

Upon request, the Contractor must provide a cost breakdown showing cost per visit at individual sites as follows:

- a. Materials
- b. Clean up litter
- c. Lawn mowing, watering and weed control
- d. Snow removal / hand shoveling

Upon request, the Contractor must provide copies of licenses and/or permits to the Site Authority



## ANNEX "B"

### BASIS OF PAYMENT

- Firm Unit Prices include all costs associated with providing the service, unless otherwise identified and are firm for the Contract period.
- Prices must be provided for each line item and as per format shown below.**
- Firm Unit Prices do not include GST; GST will be added to the invoice as a separate line item.
- Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usages may vary from these amounts.

Item	Description	Firm Unit Price for February 1, 2023 to January 31, 2024	Firm Unit Price for Option #1 February 1, 2024 to January 31, 2025	Firm Unit Price for Option #2 February 1, 2025 to January 31, 2026	Estimated Annual Usage
	<b>SCHEDULED WORK</b>				
<b>1</b>	<b>Grounds Keeping as per <u>Scheduled Work</u> outlined in Annex "A", Statement of Work</b>				
a	During regular working hours: Monday through Friday  (08:00-17:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	500 hours
<b>2</b>	<b>Snow Clearing as per <u>Scheduled Work</u> outlined in Annex "A", Statement of Work</b>				
a	During regular working hours: Monday through Friday  (08:00-17:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	500 hours

UNSCHEDULED "AS AND WHEN REQUESTED" WORK					
<b>3</b>	<b>Grounds Keeping as per <u>Unscheduled Work</u> outlined in Annex "A", Statement of Work</b>				
a	During regular working hours: Monday through Friday (08:00-17:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	100 hours
b	Outside regular working hours: Monday through Friday	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	50 hours
c	Outside regular working hours: Weekends and Statutory Holidays (17:00-08:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	25 hours
<b>4</b>	<b>Snow Clearing as per <u>Unscheduled Work</u> outlined in Annex "A", Statement of Work</b>				
a	During regular working hours: Monday through Friday (08:00-17:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	N/A
b	Outside regular working hours: Monday through Friday	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	N/A

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c	Outside regular working hours: Weekends and Statutory Holidays  (17:00-08:00)	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr	N/A
5	<b>Materials and supplies</b>				
	<b>Materials and supplies to be charged at the Contractor's laid-down cost plus a mark-up of _____ %.</b>	_____ %.	_____ %.	_____ %.	\$ 5000

## ANNEX “C”

### 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 training, 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 two (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 contract or CLCA.
- Describe the nature of the firm's presence in the area of the contract or CLCA and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IPP proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

##### Training

- details on the type of training being offered and how it is relevant to the procurement;
- Identify the skills the training will develop;
- Anticipated duration of training;
- the number of Indigenous people to be trained;
- the type and level of accreditation being targeted? Certification, diploma, apprenticeship, designation, etc.;
- identify what the “on-the-job-training” will consist of, the category of work and estimated number of hours;
- Identify any anticipated progression of training (ex. Start/end apprenticeship level); and
- additional details if any new capabilities will be developed.

##### Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Indigenous people;

- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Indigenous people;
- strategies for recruitment of Indigenous people;
- strategies for retention of Indigenous people for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

#### Subcontracting/suppliers

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

URL links to websites will not be considered.

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

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

### **INDIGENOUS PARTICIPATION PLAN CRITERIA**

ITEM	BID CRITERIA	Available Points
1.0	This procurement is subject to the Tlicho Land Claim Agreement. Canada reserves the right to confirm validity of all declarations / commitments.	
1.1	<b>HEAD OFFICE (5)</b>  Bidders are requested to demonstrate the existence of the bidders head offices, staffed administrative offices or other staffed facilities in the area of the CLCA.  Points will be assigned as follows, to a maximum of 5 points: 1. Head Offices (2 pts) 2. Staffed Administrative Offices (2 pts) 3. Other Staffed Facilities (1 pts)	/5
1.2	<b>LABOUR</b>  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.  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.	/40

	<p>Indigenous people from within the CLCA must meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier.</li> <li>2. The individual must live within the area of the CLCA. Proof of residency may be requested (Driver's Licence, Territorial Health Card).</li> </ol> <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>Total No. of on-site Indigenous Employee Hours for This Contract: _____ hrs (a) + Total on-site / 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><b>(a) / (c) = % Commitment (d)</b></p> <p>0-100% of total on-site labour hours = 0-40 points. Points will be assigned based on a percentage % of the total points available: ____ (d) % x total points available</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Example (Option 1): Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (30) 65% x 30 = 19.5 points</i></p> </div> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	
1.3	<p><b>SUBCONTRACTORS/ SUPPLIERS</b></p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from <b>Tliche</b> applicable to the Contract.</p> <p><b>Indigenous Subcontractors / Suppliers from the area of the contract are defined as:</b></p> <ol style="list-style-type: none"> <li>1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which <b>Indigenous</b> persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which an <b>Indigenous</b> business or businesses as defined above have at least 51 percent ownership and control.</li> <li>2. The Supplier must have a staffed office or facility within the <b>CLCA / area of the contract</b>, or the head office of the <b>Indigenous</b> group that holds the majority ownership must be located within the <b>CLCA / area of the contract</b>. <ul style="list-style-type: none"> <li>o The prime contractor/subcontractor/supplier must be the firm to perform the work/supply the goods/services/materials. Brokerage type/commission based transactions may not be wholly eligible for Indigenous Subcontracting/Suppliers points at the time of commitment or achievement. This includes facilitators/expeditors/licensed distributors/travel agencies etc., in this case, only the fees/mark-up will be eligible, unless the contractor can demonstrate that the final good(s) or service(s) was also provided by an Inuit subcontractor/supplier. If a commitment is accepted at time of contract award, but is later determined to be a brokerage type/commission based transaction, it may not be counted towards contractors' achievements and may result in the contractor being subject to a deduction.</li> </ul> </li> </ol>	/40

- Example: If a contractor hires an Inuit owned travel agency to book flights, unless the flights are also booked with an Inuit owned airline, only the value paid directly to the travel agency will count towards the contractor's commitment.

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

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

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

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

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

Example:

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

$\$55,000 / \$100,000 = .55$

$55\% \times 40 = 22 \text{ assigned points}$

**NOTE:**

Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a "%" commitment is not sufficient to achieve points.

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

**TRAINING**

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous people from the CLCA at no additional cost under this Contract.

- "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.
- Indigenous Participation in training programs that are included in the scope of the contract are not eligible for consideration.
- Bidder is to identify what "on-the-job-training" will consist of, the category of work, estimated number of hours and number of persons to be trained. Contractors that exceed their on-the-job training commitment will only be eligible for an incentive if the increase in hours is the result of hiring additional personnel.

To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours

/15

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	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	
	*** Deduction Conditions will apply to this criterion.				
	TOTAL POINTS AVAILABLE				/100



## **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. 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.
3. 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**

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

Return Reports to:

[Contracting Authority Name: Melanie Perrin](#)

[Email:melanie.perrin@pwgsc-tpsgc.gc.ca](mailto:melanie.perrin@pwgsc-tpsgc.gc.ca)

### **Contractor Certification**

#### **INDIGENOUS PARTICIPATION PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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

## COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT

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

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

**TABLE 1 – Head Office**

Provide Current Business address			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the <a href="#">CLCA</a>			
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 – [Tlicho](#) Indigenous Labour**

Total No. of [Tlicho](#) Indigenous Employee Hours for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total [Tlicho](#) / on and off-site Employee Hours (Indigenous and non-Indigenous) for This Contract

<b>Name &amp; Position Title</b> <b>(Provide name(s) where possible)</b> 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.	<b><a href="#">Tlicho</a> Indigenous Employee Hours</b>	<b><a href="#">Tlicho</a> non-Indigenous Employee Hours</b>
Total <a href="#">Tlicho</a> 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 [3.4 Subcontractors/Suppliers](#).

Company Name	Description of Work	Value of Subcontract or Supplies / Services	Indigenous Company	Non-Indigenous Company
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

### TABLE 4 – Indigenous Training

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

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## **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 Tlicho Indigenous employee hours worked on the Contract and fails to fulfill their Tlicho Indigenous employment commitment, an amount of up to 0.50% of the final contract value may be deducted for non-performance. (Table 1A)
3. If the contractor does not meet the certified percentage of Indigenous subcontractors/Suppliers, and fails to fulfill their Indigenous subcontractors/suppliers commitment, an amount of up to 0.50% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor fails to fulfill their Tlicho Indigenous training commitment, an amount of up to .50% of the final contract value may be deducted for non-performance. (Table 1C)
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any deductions owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the 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.

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INDIGENOUS EMPLOYMENT DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	CONTRACTOR:	
2	Final Contract Value (included applicable amendments) (no GST)	\$
3	Certified <b>Tliche</b> 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	Certified Indigenous training commitment	
	Hours proposed	hrs
	Hours achieved	hrs
	Met - No applicable deduction. Shortfall - Assess the contractor for applicable deduction	Met / fell short
6	COMMENTS:	

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

**TABLE 1A - ASSESSMENT OF **Tlicho** INDIGENOUS  
LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for <b>Tlicho</b> Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve <b>Tlicho</b> Indigenous employment commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th><th>2 points</th><th>6 points</th><th>10 points</th></tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the 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	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b>										
	$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 0.50\%$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										

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**SIGNATURE OF EVALUATION PANEL:**

**Departmental Representative: (if applicable)** \_\_\_\_\_

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

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



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

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th><th>2 points</th><th>6 points</th><th>10 points</th></tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the 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	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<p><b>TOTAL CALCULATED DEDUCTION</b></p> <p>(100 - total assessed score)% x (Final contract value) x 0.50%</p>	\$\$									
5	<p><b>COMMENTS/JUSTIFICATIONS:</b></p>										

<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL</b>	
	Departmental Representative:(if applicable) _____	
	Project Authority: _____	
	Contracting Officer (PWGSC):_____	

TABLE 1C - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION													
ITEM	REQUIREMENT			WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</b></p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>			60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table><tr><td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr><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 to mitigate shortfalls</td></tr></table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>			0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the 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 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 to mitigate shortfalls										
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>			100									
4	<b>TOTAL CALCULATED DEDUCTION</b>  (100 - total assessed score)% x (final contract value) x 0.50%			\$									

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5	<b>COMMENTS/JUSTIFICATIONS:</b>
6	<b>SIGNATURE OF EVALUATION PANEL:</b>  <b>Departmental Representative: (if applicable)</b> _____ <b>Project Authority:</b> _____ <b>Contracting Officer (PWGSC):</b> _____

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## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

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## **ANNEX "E"**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

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

## ANNEX "F"

### TASK AUTHORIZATION FORM PWGSC-TPSGC

#### Task Authorization Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence)	Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche (Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)
<b>Contract Number</b> Enter the PWGSC contract number.	<b>Numéro du contrat</b> Inscrire le numéro du contrat de TPSGC.
<b>Contractor's Name and Address</b> Enter the applicable information	<b>Nom et adresse de l'entrepreneur</b> Inscrire les informations pertinentes
<b>Security Requirements</b> Enter the applicable requirements	<b>Exigences relatives à la sécurité</b> Inscrire les exigences pertinentes
<b>Total estimated cost of Task (Applicable taxes extra)</b> Enter the amount	<b>Coût total estimatif de la tâche (Taxes applicables en sus)</b> Inscrire le montant
<b>For revision only</b>	<b>Aux fins de révision seulement</b>
<b>TA Revision Number</b> Enter the revision number to the task, if applicable.	<b>Numéro de la révision de l'AT</b> Inscrire le numéro de révision de la tâche, s'il y a lieu.
<b>Total Estimated Cost of Task (Applicable taxes extra) before the revision</b> Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	<b>Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision</b> Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
<b>Increase or Decrease (Applicable taxes extra), as applicable</b> As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	<b>Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu</b> S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.
<b>1. Required Work: Complete sections A, B, C, and D, as required.</b>	<b>1. Travaux requis : Remplir les sections A, B, C et D, au besoin.</b>
<b>A. Task Description of the Work required:</b> Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task.  (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.  (b) Details of the activities to be performed (include as an attachment, if applicable)  (c) Description of the deliverables to be submitted (include as an attachment, if applicable).  (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).	<b>A. Description de tâche des travaux requis :</b> Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée.  (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.  (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).  (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).  (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).



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**B. Basis of Payment:**

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

**C. Cost of Task:****Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

**Option 2:**

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

**D. Method of Payment**

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

**B. Base de paiement :**

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

**C. Coût de la tâche :****Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

**Option 2 :**

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

**D. Méthode de paiement**

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

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**2. Authorization(s):**

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

**3. Contractor's Signature**

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

**2. Autorisation(s) :**

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

**3. Signature de l'entrepreneur**

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

Solicitation No. - N° de l'invitation  
EW076-230653  
Client Ref. No. - N° de réf. du client  
EW076-230653

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EW076-230653

Buyer ID - Id de l'acheteur  
STN207  
CCC No./N° CCC - FMS No./N° VME



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

Annex  
Annexe \_\_\_\_\_

## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

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Solicitation No. - N° de l'invitation  
EW076-230653  
Client Ref. No. - N° de réf. du client  
EW076-230653

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EW076-230653

Buyer ID - Id de l'acheteur  
STN207  
CCC No./N° CCC - FMS No./N° VME

Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date