

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3
Bid Fax: (403) 292-5786

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet ISO Shipping Containers	
Solicitation No. - N° de l'invitation EW702-142921/A	Date 2014-05-06
Client Reference No. - N° de référence du client EW702-142921	
GETS Reference No. - N° de référence de SEAG PW-\$GMP-006-6231	
File No. - N° de dossier GMP-4-37008 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-16	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pahl, Nathaniel	Buyer Id - Id de l'acheteur gmp006
Telephone No. - N° de téléphone (403) 292-5410 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5TH FL TELUS PLAZA NORTH 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3

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Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-4-37008

Buyer ID - Id de l'acheteur

gmp006

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See Attached

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PART 1 - GENERAL INFORMATION

1. Requirement

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) has a requirement for shipping containers to be delivered to the Giant Mine site in Yellowknife NWT.

2. Comprehensive Land Claims Agreement

The area of the agreement is within the Mòwhì Gogha Dè Nîîtâèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

<http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544>

3. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

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.

All clauses identified herein by number, date and title are incorporated by reference into and form part of the bid solicitation.

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](#) (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- | | |
|--------------|---|
| Section I: | Technical Bid (1 hard copy + 1 soft copy on CD or USB flash drive) |
| Section I-I: | Aboriginal Opportunities Consideration (1 hard copy + 1 soft copy on CD or USB flash drive) |
| Section II: | Financial Bid (1 hard copy + 1 soft copy on CD or USB flash drive) |
| Section III: | Certifications (1 hard copy) |

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section I-I: Aboriginal Opportunities Consideration

The bidder should clearly demonstrate how they will maximize Aboriginal employment, sub-contracting and on-the-job training opportunities and involve Aboriginal citizens and businesses in carrying out the work under this project.

Section II: Financial Bid

Your financial bid should be submitted in a separate envelope and be clearly marked as "Financial Bid".

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Buyer ID - Id de l'acheteur
gmp006

Client Ref. No. - N° de réf. du client
EW702-142921

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GMP-4-37008

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Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

All prices must be quoted in Canadian funds, FOB Giant Mine Site, Yellowknife.

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Bidders must provide containers meeting mandatory container specifications and mandatory delivery requirements as detailed in Annex A, Requirement.

Bidders should submit with the bid, technical documentation such as specification sheets, technical brochures and photographs or illustrations to demonstrate compliance to each mandatory specification listed in Annex A, Requirement. If specific published technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how the bid demonstrates technical compliance.

1.1.2 Aboriginal Opportunities Consideration

In this requirement "Aboriginal Opportunities Consideration" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the criteria listed in Annex E.

1.2 Financial Evaluation

The price of the bid, as per Annex B, will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

All responsive bids will then be evaluated as follows:

- a. The bid price will be calculated by adding together the total prices of Section 1 and Section 2 of Annex B – Basis of Pricing.
- b. The bid price will be reduced by a percentage equal to the total number of points obtained in accordance with Annex E – Aboriginal Opportunities Consideration in order to determine the total evaluated price of each bid.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest total evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex D - [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

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

3. 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.

All clauses identified herein by number, date and title are incorporated by reference into and form part of the Contract.

3.1 General Conditions

2010A (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Phased Delivery

All the deliverables must be received in accordance with the phased delivery schedule identified in Annex A – Requirement.

4.2 Delivery Conditions

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at *Annexes A and B* of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 31 March 2015 by sending a written notice to the Contractor. A delivery schedule will be provided upon exercising the option for additional goods.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nathaniel Pahl | Supply Specialist
Giant Mine Remediation Project
Public Works and Government Services Canada

T: 403.292.5410 | F: 403.292.5786
nathaniel.pahl@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.

5.2 Project Authority

The Project Authority for the Contract is:

To Be Announced Upon Contract Award

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

Email: _____

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ *To Be Determined*. Customs duties are included and Applicable Taxes are extra.

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.

6.2 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
C2000C	Taxes - Foreign-based Contractor	2007-11-30

7. Invoicing Instructions

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.
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.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 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 by ESDC will constitute the Contractor in default as per the terms of the Contract.

8.3 Aboriginal Opportunities Consideration

Compliance with the aboriginal opportunities consideration representation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract in accordance with the requirements listed in Annex E.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

10. 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 2010A (2014-03-01) Goods (Medium Complexity);
- (c) Annex A, Requirement;

- (d) Annex B, Basis of Pricing;
- (e) Annex C, Insurance Requirements;
- (f) Annex E, Aboriginal Opportunities Consideration; and
- (g) the Contractor's bid dated *tbd*.

11. **SACC Manual Clauses**

A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16

12. **Public Ceremonies and Signs**

The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of Canada.

The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

13. **Insurance Requirements**

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

14. **Health and Safety**

1. **Workers Compensation**

The recommended Contractor shall provide to the Contracting Authority, prior to Contract award:

- a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).

The recommended Contractor shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

2. **Employer/Prime Contractor**

The Contractor must comply with the applicable Health and Safety requirements specified by the Mine Manager while on site.

The Care & Maintenance contractor on site currently takes on the responsibilities of the Mine Manager as defined in the NWT Mine Health and Safety Act Regulations and assumes responsibility for Health & Safety and Environment at the site, during its own work activities and when other Contractors and/or Consultants are at the site (including when PWGSC or AANDC has Contracts and/or Agreements with other contractors and/or consultants for work at the site).

ANNEX A REQUIREMENT

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) requires the supply and delivery of new or used ISO (international standards organization) shipping containers to the Giant Mine site, Yellowknife, Northwest Territories.

1. Mandatory Container Specifications

ISO Shipping Containers must meet the following specifications:

- .1 Containers can be either new or used and shall be of steel plate construction, and suitable for transport by ship, sea barges, semi-trailer roadway vehicles, and rail, and for international shipment requirements.
- .2 Prior to shipment to site, the contractor will provide to the Technical Authority documentation indicating the steel ISO Shipping Containers have a valid Safety Approval Plate and meet with the requirements of the latest version of the Safe Containers Convention Act.
- .3 Containers are to have outer dimensions of 16.15 m (53') length x 2.59 m (8'6" ft) width x 2.89 m (9'6") height or 12.12 m (40') length x 2.44 m width x 2.59 m height. Containers will be inspected upon arrival by the Material Storage Area (MSA) manager (To be announced upon award) and rejected if damaged or substandard condition. Containers will be inspected for the following:
 - .1 No holes or cracks are present in the walls or roof.
 - .2 Doors operate properly.
 - .3 Closing devices operate properly.
 - .4 Roof is undamaged, and roof locking mechanism fits and operates properly.
 - .5 Container is watertight. Test method: enter container, close both doors tightly and look for incoming light (e.g. through cracks, holes, door gaskets, etc.).
 - .6 Container is clean, free of cargo residues and neutral in odor.
 - .7 No nails or other protrusions are present which could damage the cargo.
- .4 Containers must be designed to support their full gross weight for bottom lift by forklift or equivalent and must have end-loading capability.

2. Quantity & Scheduling

The contractor is to supply and deliver one hundred and twenty-one (121) 40' containers and one hundred and twenty-one (121) 53' containers.

Commencing 2 weeks after contract award, supply and deliver twelve (12) 40' containers and twelve (12) 53' containers each week until all containers have been delivered.

3. Mandatory Delivery Requirements

The specific delivery location is the Material Storage Area of the Giant Mine site, approximately three (3) km from the Giant Mine site gate. The following mandatory delivery requirements must be met:

- .1 Deliveries will be accepted between the hours of 8 am and 5 pm Mountain Time, Monday to Saturday.
- .2 The Contractor will provide a delivery plan to the Technical Authority upon Contract award. Delivery must not commence until the plan has been reviewed and accepted by the Technical Authority.
- .3 Upon arrival at the Giant Mine site gate, the driver of each truck must register at the mine reception (C-Dry Building), provide their driver's license and record of WHMIS training, undergo a fifteen (15) minute site orientation provided by the Care and Maintenance contractor, and pick up a site radio.
- .4 Each truck will be escorted by the MSA manager to the Material Storage Area.
- .5 Containers must be off-loaded at the location specified by the MSA manager within the Material Storage Area.
- .6 Containers must be off-loaded in such a way that no equipment beyond that forming part of the Contractor's truck itself is required. No heavy equipment will be available for use by the Contractor.
- .7 Containers must be delivered to the Giant Mine site individually (i.e. one per truck).
- .8 Drivers must sign-out at reception and return the site radio prior to departure from site.

ANNEX B BASIS OF PRICING**Prices herein are exclusive of GST****Prices herein are to include any applicable customs duties.****1. Required Units**

	Description	Firm Price (FOB Destination, inclusive of delivery and offloading costs)	Quantity	Extended Price
1	Supply and delivery of one 40' ISO Shipping Container	\$ _____	121	\$ _____
2	Supply and delivery of one 53' ISO Shipping Container	\$ _____	121	\$ _____
Total Price				\$ _____

2. Optional Units

The Contractor grants to Canada the irrevocable option to acquire the goods below before March 31, 2015. It is anticipated a maximum of 45 additional units may be required.

For evaluation purposes only, the price provided under each column will be multiplied by 15 in order to obtain the Extended Evaluated Price.

In the event this option is exercised, the unit rate charged to Canada will be determined by using the total number of units to be purchased and the corresponding unit rate column (A, B or C) that number falls under. For a total number of units from 1-15, column A will apply. For a total number of units from 16-30, column B will apply. For a total number of units from 31-45, column C will apply.

	Description	Firm Unit Price (FOB Destination, inclusive of delivery and offloading costs)			Extended Evaluated Price (A*15)+(B*15) +(C*15)
		A. Quantity up to 15 units	B. Quantity up to 30 units	C. Quantity up to 45 units	
1	Supply and delivery of one 40' ISO Shipping Container	\$ _____	\$ _____	\$ _____	\$ _____
2	Supply and delivery of one 53' ISO Shipping Container	\$ _____	\$ _____	\$ _____	\$ _____
Total Price					\$ _____

ANNEX C INSURANCE REQUIREMENTS

1. 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.
- (n) **Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX D FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX E ABORIGINAL OPPORTUNITES CONSIDERATION

Compliance with the aboriginal opportunities consideration representations provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract in accordance with the requirements listed below.

1. Background

Aboriginal Affairs and Northern Development Canada (AANDC)'s mandate is to maximize Aboriginal employment, sub-contracting and on-the-job training opportunities and involve local, regional and Aboriginal citizens and businesses in its contracts.

AANDC has requested this requirement includes Aboriginal Opportunities Consideration (AOC).

Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìtāàè (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;

2. Area of Contract

This area of the contract is within the Mòwhì Gogha Dè Nìtāàè area, as defined in the Tlicho Land Claims and Self-Government Agreement and proximity to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

[Http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544](http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544)

3. Reporting

In addition to the reporting requirements outlined in the Contract, a summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Contractor's bid will be required.

4. Aboriginal Opportunities Consideration

Bidders should provide the information requested below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve points to be used in the evaluation of their proposals. This is in accordance with Land Claim Agreements and AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

This requirement will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

AOC Criteria	Available Points
1. The existence of head offices, administrative offices or other facilities within the area of the Contract.	1.5 Points
2. Employment of Aboriginal labour from the area of the Contract. Points will be assigned based on the following (one half point for each item): a) Details on the work to be carried out for each position proposed to be filled by an Aboriginal Citizen, as well as an estimated dollar value of the work. b) Strategies for recruitment of Aboriginal Citizens. c) Strategies for retention of Aboriginal Citizens.	1.5 Points
3. Engagement of Aboriginal professional services from the area of the contract. Points will be assigned based on the following (one half point for each item): a) Identifying the work intended to be carried out by Aboriginal suppliers, as well as an estimated dollar value of the work. b) Details on how business with Aboriginal suppliers will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities.	1.5 Points
4. Use of Aboriginal suppliers from the area of the contract. Points will be assigned based on the following (one half point for each item): a) Identifying the goods/services intended to be carried out by Aboriginal suppliers, as well as an estimated dollar value of the work. b) Details on how business with Aboriginal suppliers will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities.	1.5 Points
5. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Aboriginal Citizens from the area of the Contract. Points will be assigned based on the following (one point for each item): a) Details of Apprenticeship program(s) and Pre-Professional program(s). b) Strategies for involving the use of College program(s) c) Details regarding on-the job training. d) Details of In-house training program(s).	4 Points
Total Possible Points	10 Points

For purposes of interpretation:

"Aboriginal supplier" means an entity which complies with the legal requirements to carry on a business in the Northwest Territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Aboriginal Citizens, or is a cooperative controlled by Aboriginal Citizens, or is an Aboriginal Citizens' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

Evaluation and Assessment- Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the bid.

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

Treatment of Representation and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Aboriginal Representations" to evaluate bids; and
- b) the "Aboriginal Representations" shall become covenants under any contract(s) resulting from this solicitation.

5. Liquidated Damages

1. The contractor acknowledges that:

- 1.1 the bid solicitation and this Contract fall within the ambit of Tlicho Land Claims and Self-Government Agreement (the "Tlicho Agreement"); and
- 1.2 pursuant to Sections 26.1.1, 26.1.2, 26.3.1 (a), and 26.4.1 of the Tlicho Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
 - 1.2.1 the existence of head offices, administrative offices or other facilities in the area of the contract;
 - 1.2.2 in the area of the contract, the employment of Aboriginal labour;
 - 1.2.3 in the area of the contract, engagement of Aboriginal professional services;
 - 1.2.4 in the area of the contract, the use of Aboriginal suppliers which can act as sub-contractors in assisting with the carrying out of the contract;
 - 1.2.5 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Aboriginal Citizens in the area of the contract.

2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Aboriginal Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

COMMITMENT	ASSIGNED POINT	VALUE *
2.1		
2.2		
2.3		
2.4		
2.5		

* See 3.2 below

3. The contractor acknowledges that the "Aboriginal Representations":
 - 3.1 are covenants under this contract; and
 - 3.2 that each "Aboriginal Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Aboriginal Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Aboriginal Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
 - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
 - 5.2 it has had legal advice to the full extent deemed necessary by itself and did not act under any duress.