

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3
Bid Fax: (418) 566-6167**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Canada Place / Place du Canada
10th Floor /10e étage
9700 Jasper Ave / 9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Flooring Services Services de Revêtement	
Solicitation No. - N° de l'invitation EW076-220370/A	Date 2021-08-12
Client Reference No. - N° de référence du client PSPC-EW076-220370	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-404-12142
File No. - N° de dossier PWU-1-44038 (404)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Daylight Saving Time MDT on - le 2021-09-09 Heure Avancée des Rocheuses HAR	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Singh, Vinay	Buyer Id - Id de l'acheteur pwu404
Telephone No. - N° de téléphone (587)341-8025 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA BOX 518 5101 - 50th AVENUE YELLOWKNIFE Northwest Territories X1A2N4 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	5
1.4 DEBRIEFINGS	5
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	5
1.6 HEALTH & SAFETY REQUIREMENTS	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	7
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	9
2.5 APPLICABLE LAWS	9
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	9
2.7 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE	9
PART 3 - OFFER PREPARATION INSTRUCTIONS	11
3.1 OFFER PREPARATION INSTRUCTIONS	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES	12
4.2 BASIS OF SELECTION	12
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	14
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	14
PART 6 - SECURITY AND FINANCIAL REQUIREMENTS	15
6.1 SECURITY REQUIREMENTS	15
6.2 FINANCIAL CAPABILITY	15
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	16
A. STANDING OFFER	16
7.1 OFFER - ATTACHED AT ANNEX E	16
7.2 SECURITY REQUIREMENTS	16
7.3 STANDARD CLAUSES AND CONDITIONS	16
7.4 TERM OF STANDING OFFER	17
7.5 AUTHORITIES	17
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	18
7.7 IDENTIFIED USERS	18
7.8 CALL-UP PROCEDURES	18
7.9 ESTIMATES	18
7.10 CALL-UP INSTRUMENT	18
7.11 LIMITATION OF CALL-UPS	19
7.12 FINANCIAL LIMITATION	19
7.13 PRIORITY OF DOCUMENTS	19
7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION	19
7.15 APPLICABLE LAWS	19
7.16 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	20

B. RESULTING CONTRACT CLAUSES	21
7.1 STATEMENT OF WORK.....	21
7.2 STANDARD CLAUSES AND CONDITIONS.....	21
7.3 TERM OF CONTRACT	22
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	22
7.5 PAYMENT	22
7.6 INVOICING INSTRUCTIONS.....	23
7.7 INSURANCE OR INSURANCE REQUIREMENTS.....	24
7.8 SACC MANUAL CLAUSES.....	24
7.9 DISPUTE RESOLUTION.....	24
ANNEX A	25
STATEMENT OF WORK	25
ANNEX B	36
BASIS OF PAYMENT.....	36
ANNEX C	37
HEALTH AND SAFETY REQUIREMENTS - <i>FOR WORK IN THE NORTHWEST TERRITORIES</i>	37
ANNEX D	39
PERIODIC USAGE REPORT FORM	39
ANNEX E	40
OFFER.....	40
APPENDIX 1 - INTEGRITY PROVISIONS.....	44
APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES	45
ANNEX F	46
INSURANCE REQUIREMENTS.....	46
ANNEX G.....	49
VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT	49
ANNEX H	50
SECURITY REQUIREMENTS CHECK LIST	50
ANNEX I.....	53
COMPREHENSIVE LAND CLAIM AGREEMENTS (CLCA)	53
ANNEX J.....	54
INDIGENOUS OPPORTUNITY CONSIDERATIONS.....	54
ANNEX K TO PART 3 OF THE REQUEST FOR STANDING OFFERS.....	68
ELECTRONIC PAYMENT INSTRUMENTS.....	68

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security and Financial Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

Public Works and Government Services Canada (PWGSC) requires a Regional Individual Standing Offer (RISO). Work under this standing offer includes the provision of skilled licensed labor, tools, equipment, supervision and material as requested by Public Works and Government Services Canada in the form of call ups for Flooring and carpentry work in Yellowknife, NT.

Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of one (1) year with the option to extend for two (2) additional one (1) year periods.

The usage over the term is estimated at \$400,000.00 (GST included).

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

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

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

Contractors are hereby informed that this procurement is located in a land claims area covered by the Tlicho Land Claims and Self-Government Agreement. See Annex 1 for details.

1.3 Security Requirements

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

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.6 Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28) – Condition of Material – Offer

2.2 Submission of Offers

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

PWGSC Western Region Bid Receiving Unit

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

roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

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

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

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

2.2.1 Revision of Offer

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: 1-418-566-6167

2.2.2 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.2.3 Form

Offers not submitted on the prescribed Offer Form will not be considered.

2.2.4 Alterations

Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

2.2.5 Incomplete Offers

Incomplete offers may be rejected.

2.2.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

2.2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

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

2.6 Bid Challenge and Recourse Mechanisms

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

2.7 Public Works and Government Services Canada Apprentice Procurement Initiative

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.

4. Signed certifications (Appendix 2) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.

5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign Appendix 2.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror is strongly encouraged to submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "K" 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.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

4.1.1.2 Point Rated Technical Criteria

Indigenous Opportunity Considerations (IOC) Criteria – See Annex J

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price-Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price-Offer

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Indigenous Opportunity Considerations Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
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 IOC merit and price. The ratio will be 10% for the IOC merit and 90% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 10%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Price (90%) and IOC Merit (10%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IOC Score		85/100	66/100	71/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	IOC Merit Score	85/100 x 10 = 8.5	66/100 x 10 = 6.6	71/100 x 10 = 7.10
	Pricing Score	45/55 x 90 = 73.64	45/50 x 90 = 81.00	45/45 x 90 = 90.00
Combined Rating		82.14	87.60	97.10
Overall Ranking		3rd	2nd	1st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

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

5.2.2.2 Health & Safety Requirements - See Annex C.

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirements

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

6.2 Financial Capability

Financial Statements: In order to confirm an offeror's financial capability to perform the Contract, the Standing Offer Authority may during the RFSO evaluation phase, request from that offeror current financial information. The requested financial information may include, but is not limited to, an offeror's most recent audited financial statements or financial statements certified by an offeror's chief financial officer. The information provided will be considered in the offer evaluation and selection process. If an offer is found to be non-responsive on the basis that an offeror is considered financially incapable of performing the Work, that offeror will receive a written notification from the Standing Offer Authority.

Should an offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer - attached at Annex E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

7.2 Security Requirements

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

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

7.2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

7.2.1.2 The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

7.2.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

7.2.1.4 The Contractor/Offeror must comply with the provisions of the:
a) Security Requirements Check List and security guide (if applicable), attached at Annex "H"
b) *Contract Security Manual* (Latest Edition).

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "Annex D – Periodic Usage Form". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ TBD _____.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2, 1 year periods, from _____ TBD _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Vinay Singh
Title: a/Procurement Specialist
Public Works and Government Services Canada
Procurement Branch
Directorate: Real Property Contracting
Address: Canada Place
9700 Jasper Avenue, 10th Floor
Edmonton, AB
Telephone: 587-341-8025
Facsimile: 1-418-566-6167.
E-mail address: vinay.singh@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

7.8 Call-up Procedures

Best Standing Offer: the offer that provides best value be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

7.9 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00 (*Applicable Taxes included*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) Annexes:
 - Annex A, Statement of Work, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
 - Annex B, Basis of Payment;
 - Annex C, Health & Safety Requirements – Northwest Territories;
 - Annex D, Periodic Usage Report Form;
 - Annex E, Offer
 - Annex F, Insurance Requirements;
 - Annex G; Voluntary Report for Apprentices Employed During the Contract;
 - Annex H; Security Requirements Check List;
 - Annex I; Comprehensive Land Claims Agreements (CLCA)
 - Annex J; Indigenous Opportunities Consideration (IOC)
 - Annex K; Electronic Payment Instrument
- g) the Offeror's offer dated _____.

7.14 Certifications and Additional Information

7.14.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.15 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Northwest Territories.

7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

1. The following are the "call up" contract documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Price Proposal Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2019-11-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2884D	(2016-01-28);
GC9 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
 - e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Price Proposal Form submitted.

A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up.

Interpretation

"*Accepted by the Offeror*" * means that the Offeror has agreed to, and commenced performance of the work.

"*Minister*" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"*Departmental Representative*" means the Project Authority who is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

"*Superintendent*" or "*Supervisor*" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"*Unit Price Table*" means the table of prices per unit set out in the Offer; and

"*Work*" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 CHANGES TO GC5 R2550D - TERMS OF PAYMENT

DELETE GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.
The Contractor's invoice shall show the following, as separate items:
 - (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
 - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
 - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.

4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
 - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
 - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged nonpayment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

7.5.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0705C (2010-01-11) Discretionary Audit

7.5.3 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

- 7.6.1 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. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
- 7.6.2 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.

7.7 Insurance or Insurance Requirements

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

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

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

7.8 SACC Manual Clauses

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.9 Dispute Resolution

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

ANNEX A

STATEMENT OF WORK

PART 1 - GENERAL

1.1 Work Covered by Standing Offer Agreement (SOA) Documents

- .1 Work under this SOA comprises the removal of various flooring types and replacement of various flooring types such as carpet, resilient and laminate flooring in various crown housing units, located in Yellowknife, NT. Individual Quotes and corresponding Job Orders will be issued for each scope of work required.

1.2 Construction Facilities

- .1 Some work will be required in occupied units. Execute work with least possible interference or disturbance to occupants, and normal use of the premises.
- .2 Confine work and operations of employees by Standing SOA Documents. Provide and maintain adequate access to project site; Do not unreasonably encumber premises with products.
- .3 Parking [will] be permitted on site [provided it does not disrupt performance of Work].
- .4 The Site Authority will provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .5 Maintain fire access/control.
- .6 Coordinate use of premises under direction of the Site Authority.
- .7 Coordinate limited use of storage as directed by Site Authority.

1.3 Equipment, Tool and Materials Storage

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

1.4 Protection

- .1 Protect surrounding private and public property from damage during performance of work
- .2 Be responsible for any damages occurring to property as result of work being completed.
- .3 Provide protection for finished and partially finished building finishes and equipment during performance of work; be responsible for damages incurred due to lack of or improper care and protection.

1.5 Work Sequence of Premises

- .1 Construct Work in stages to accommodate use of premises during construction if required.
 - .2 Coordinate with the Site Authority for plumbing related services.
- .2 Give the Site Authority 48 hrs notice when requesting plumbing services.

1.6 PWGSC Provided Contractors

- .1 The Site Authority is responsible for providing a plumbing services contractor under a separate contract/standing offer.

1.7 Utilities and Services

- .1 Notify, the Site Authority and utility companies of any intended interruption of services and obtain required permission.
- .2 Provide temporary heating as required during construction period, including attendance, maintenance and fuel as/if required.
- .3 Contractor will provide and maintain temporary lighting throughout project.
- .4 Provide adequate ventilation to meet health regulations for safe working environment.
- .5 Permanent heating system of buildings may be used when available. Be responsible for damage to heating system if use is permitted.
- .6 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.
- .7 PWGSC will provide continuous supply of potable water for construction use.
- .8 PWGSC will pay for temporary power during construction for temporary lighting and operating of power tools, to a maximum supply of 110 volts and 15 amps.

1.8 Fire Protection

- .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

1.9 References and Codes

- .1 Perform Work in accordance with National Building Code of Canada (NBCC) including all amendments and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- .2 Meet or exceed requirements of:
 - .1 SOA and contract documents.
 - .2 Specified standards, codes and referenced documents.
- .3 Use latest version of all specified standards, codes and referenced documents.

1.10 Hazardous Material Discovery

- .1 Asbestos: Demolition of spray or trowel-applied asbestos is hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of demolition work, immediately stop work and notify the Site Authority.

1.11 WHMIS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- .2 Deliver copies of WHMIS data sheets to the Site Authority on delivery of materials.

1.12 Building Smoking Environment

- .1 No smoking on Crown property.

1.13 Disposal of Wastes

- .1 Do not bury or burn rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.14 MEETINGS & SCHEDULE

- .1 PWGSC Representative will schedule and administer any project start-up meetings as determined on an as per call-up basis.
- .2 Submit preliminary schedule on an as per call-up basis to PWGSC within 3 working days of call-up for planning, monitoring and reporting of project progress
- .3 During progress of work revise and resubmit as directed by PWGSC.
- .4 Ensure Project Schedule is practical and remains within specified Contract duration, identify activities that are behind schedule and provide measures to regain time slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule.
- .5 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, and Final Certificate of Completion as defined times of completion are of essence of this SOA and the associated call-ups that create a contract within.

Part 2 – COMMON PRODUCT REQUIREMENTS & EXECUTION REQUIREMENTS

2.1 Quality

- .1 Products, materials, and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.

- .3 Should any dispute arise as to quality or fitness of products, decision rests strictly with the Site Authority based upon requirements of SOA Documents.
- .4 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- .5 All adhesive to be low VOC, products should be 'Green' products or manufactured where practicable.

2.2 Availability

- .1 Immediately upon signing SOA, review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Site Authority of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

2.3 Product Data & Samples

- .1 Submit product data in duplicate for flooring, adhesives and finishes.
- .2 Submit product data sheet for each carpet, under cushion, adhesive, carpet protection and subfloor patching compound.
- .3 Submit WHMIS MSDS - Material Safety Data Sheets acceptable to Labour Canada and Health Canada for carpet adhesive and seam adhesive. Indicate VOC content.
- .4 Submit data on specified products, describing physical and performance characteristics, sizes, patterns, colours, and methods of installation: Indicate special procedures and perimeter conditions requiring special attention.
- .5 Submit duplicate samples: sample size 200 mm long for each base type.
- .6 Submit duplicate laminate flooring, 300mm long of each option in manufacturers full range.
 - .1 Submit duplicate nosing, edge strips, thresholds, transition strips, expansion strips, 100mm long.
- .7 Submit duplicate 300 x 300 mm sample pieces of resilient sheet material.
 - .1 Submit duplicate nosing, edge strips, thresholds, transition strips, expansion strips, 100mm long.
- .8 Submit duplicate 300 x 300 mm sample piece of carpet material.

2.4 Storage, Handling and Protection

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions. Store products subject to damage from weather in weatherproof enclosures.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Remove and replace damaged products at own expense and to satisfaction of the Site Authority.
- .4 Temperature: Maintain ambient temperature of not less than 20° C from 48 hours before installation to at least 48 hours after completion of work.
- .5 Protect materials against dampness during and after delivery.
- .6 Defective or moldy product will be replaced at the cost of the contractor and will not be used in any application within the contract or SOA.
- .7 Do not delivery material until "wet work" such as concrete and plastering have been completed and allowed to dry as required to provide acceptable substrate moisture content and room relative humidity range.
- .8 Store flooring, uncovered, in area of installation meeting environmental requirements, for minimum of 48 hours prior to commencing work.

2.5 Transportation

- .1 Pay costs of transportation of products required in performance of Work.

2.6 Manufacturer's Instructions

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify the Site Authority in writing, of conflicts between specifications and manufacturer's instructions, so that the Site Authority may establish course of action.

- .3 Improper installation or erection of products, due to failure in complying with these requirements and any warranties voided by such, authorizes the Site Authority to require removal and re-installation at no increase in Contract Price or Contract Time.

2.7 Quality of Work

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the Site Authority if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. The Site Authority reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with the Site Authority, whose decision is final.

2.8 Remedial Work

- .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.
- .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.
- .3 Complete all remedial work within 3 days notice of deficiencies.

2.9 Preparation

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Ensure floors are clean and dry as recommended by flooring manufacturer.
- .5 As part of installation, remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .6 Report any rot or severe defects of the sub-floor which will require additional work, replacement, re-bracing etc, immediately to the Site Authority along with quotes if additional costs will be incurred.
- .7 Sub-floor replacement must conform to NBC 2010, CSA O121, "Douglas Fir Plywood"

2.10 Execution

- .1 Cut flooring neatly around fixed objects.
- .2 Install flooring in all floor access covers. Maintain floor pattern.
- .3 Terminate flooring at centerline of door in openings where adjacent floor finish or colour is dissimilar.
- .4 Fit neatly around architectural, mechanical, electrical and telephone outlets, and furniture fitments, around perimeter of rooms into recesses, and around projections.
- .5 Remove excess adhesive from floor, base and wall surfaces without damage.
- .6 Finish installation to present smooth wearing surface free from conspicuous seams, burring or other faults. Ensure perfect colour, pattern and texture match within any one area.
- .7 Reinstall of existing (or new) base, door stops, trims and transition elements removed in order to accomplish the installation of new flooring.
- .8 Trimming of doors where required to allow for an air gap of 19mm.
- .9 Clean flooring and all other surfaces to flooring manufacturer's printed instructions.
- .10 Protect new floors until final inspection.

2.11 Project Cleanliness

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by occupants or other Contractors.
- .2 Remove waste materials from site at regularly scheduled times or dispose of as directed by the Site Authority.
- .3 Provide on-site containers for collection of waste materials and debris.
- .4 Dispose of waste materials and debris off site.
- .5 Clean interior areas prior to start of finish work, and maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.

- .7 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

2.12 Final Cleaning

- .1 When Work is substantially complete, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Upon completion of work, remove waste products and debris, trim surfaces and leave work site clean and suitable for occupancy.
- .3 Prior to final review, remove surplus products, tools, construction machinery and equipment.
- .4 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .5 Leave Work clean and suitable for occupancy.
- .6 Use only cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or groundwater.

2.13 Inspection and Declaration

- .1 Contractor's Inspection: Conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to SOA and Contract Documents. Notify the Site Authority in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
- .2 Site Authority's Inspection: Allow access to Work both in preparation and in progress.
 - .1 The Site Authority may order any part of Work to be examined if Work is suspected to be not in accordance with SOA or Contract Documents. If, upon examination such work is found not in accordance with SOA or Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with SOA and Contract Documents, Site Authority shall pay cost of examination and replacement.
- .3 The Site Authority and Contractor (where required) will perform inspection of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.
- .4 Completion: submit written certificate that following have been performed:
 - .1 Work has been completed and inspected for compliance with SOA and Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Work is complete and ready for Final Inspection.
 - .4 Final Inspection: when items noted above are completed, request final inspection of Work by the Site Authority, and Contractor. If Work is deemed incomplete by the Site Authority, complete outstanding items and request re-inspection.

2.14 Rejected Work

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by the Site Authority as failing to conform to SOA or Contract Documents. Replace or re-execute in accordance with SOA and Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in the opinion of the Site Authority it is not expedient to correct defective Work or Work not performed in accordance with SOA and Contract Documents, the Site Authority may deduct from Contract Price difference in value between Work performed and that called for by SOA and Contract Documents, amount of which shall be determined by the Site Authority.

Part 3 – SELECTIVE SITE DEMOLITION

3.1 Protection

- .1 Protect building systems, services and equipment.
- .2 Provide temporary dust screens, covers, railings, supports and other protection as required.

3.2 Removal, Salvage and Disposal

- .1 Remove parts of existing building to permit new work.
- .2 Remove existing flooring and accessories and wall base to receive new flooring.
- .3 Remove items to be reused, store as directed by the Site Authority, and reinstall under appropriate section of specification.
- .4 Dispose of removed materials, in accordance with authority having jurisdiction.

3.3 Flooring Removal

- .1 Conform to RFCI Recommended Work Practices for Removal of Resilient Floor coverings
- .2 Remove binding strips or other restrictive mouldings from doorways, walls, etc.
- .3 Old flooring to be removed by trained personnel.
- .4 Remove or treat old adhesives to prevent residual, old flooring adhesives from bleeding through to new flooring and/or interfering with bonding of new adhesives. Do not use solvents.
- .5 Remove sheet flooring using detergent solution.
- .6 Scrape felts while wet.

3.4 Carpet Removal

- .1 Vacuum existing carpet and under cushion.
- .2 Apply fine mist water spray to carpet and under cushion as required to minimize dust generation during removal. Avoid spraying near electrical outlets.
- .3 Vacuum floor immediately after existing carpet and under cushion have been removed.
- .4 Remove existing carpet accessories and wall base to receive new flooring.

3.5 Salvage for Re-use

- .1 Remove and salvage for re-use existing flooring accessories, base (if matching required product), door stops, trims and transition elements required for installation of new type of flooring.
- .2 Flooring accessories:
 - .1 Salvage flooring accessories for re-use as ordered by the Site Authority.
 - .2 Remove all nails from back to prevent face damage.

3.6 Work by Others

- .1 Give the Site Authority 48 hr notice to provide plumbing services to remove toilet and hot water tanks.

3.7 Restoration

- .1 Restore areas and existing works outside areas of demolition to conditions that existed prior to commencement of work.

Part 4 – FINISH CARPENTRY

4.1 References

- .1 Architectural Woodwork Manufacturers Association of Canada (AWMAC)
 - .1 AWMAC Quality Standards for Architectural Woodwork.
- .2 Canadian Standards Association (CSA)
 - .1 CSA B111-74, Wire Nails, Spikes and Staples.
 - .2 CSA O115-M, Hardwood and Decorative Plywood.
 - .3 CSA O121, Douglas Fir Plywood.
- .3 National Lumber Grades Authority (NLGA)
 - .1 Standard Grading Rules for Canadian Lumber.

4.2 Standing and Running Trim

- .1 Wall base 1: 5/8 x 5" MDF; product must be locally available
- .2 Wall base 2: minimum 63 mm factory pre-finished solid stock or veneered to match plastic laminate flooring simulated wood species or wood species as selected by Site Authority from manufacturer's full standard range.
- .3 Other trim and molding may be required (door, window etc), product must be approved by PWGSC Representative.

4.3 Accessories

- .1 Nails and staples: to CSA B111; galvanized to CAN/CSA-G164 for exterior work, interior humid areas and for treated lumber; plain finish elsewhere.
- .2 Wood screws: plain, electroplated, copper, brass, stainless steel, steel, type and size to suit application.

4.4 Removal

- .1 Remove flooring accessories as per Part 3 - Selective Site Demolition.

4.5 Installation

- .1 Do finish carpentry to Quality Standards of the Architectural Woodwork Manufacturers Association of Canada (AWMAC), except where specified otherwise.
- .2 Scribe and cut as required, fit to abutting walls, and surfaces, fit properly into recesses and to accommodate piping, columns, fixtures, outlets, or other projecting, intersecting or penetrating objects.
- .3 Form joints to conceal shrinkage.
- .4 On-site painting: Paint on site factory primed bases with two coats latex semi-gloss, color selected by the Site Authority from manufacturer's standard color range.
- .5 Touch-up pre-finished bases to match.

4.6 Construction

- .1 Fastening.
 - .1 Position items of finished carpentry work accurately, level, plumb, true and fasten or anchor securely.
 - .2 Nail base using a power nailer or 45 mm finishing nails, tightly against wall and floor surfaces.
- .2 Standing and running trim.
 - .1 Butt and cope internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
 - .2 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
- .3 Make joints in baseboard, where necessary using a 45° scarf type joint.
- .4 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round cleanly cut hole and plug with wood plug to match material being secured.
- .5 Replace trim with damage to wood surfaces including hammer and other bruises.

4.7 Base Application

- .1 Lay out base to keep number of joints at minimum.
- .2 Nail base using a power nailer or 45 mm finishing nails, tightly against wall and floor surfaces.
- .3 Standing and running trim.
 - .1 Butt and cope internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
 - .2 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
 - .3 Make joints in baseboard, where necessary using a 45° scarf type joint.
 - .4 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round cleanly cut hole and plug with wood plug to match material being secured.
 - .5 Replace trim with damage to wood surfaces including hammer and other bruises.
- .4 Install straight and level to variation of 1:1000.
- .5 Scribe and fit to door frames and other obstructions. Use premoulded end pieces at flush door frames where applicable.
- .6 Cope internal corners. Use premoulded corner units for right angle external corners where necessary. Use formed straight base material for external corners of other angles.

Part 5 – LAMINATE FLOORING

5.1 References

- .1 American Society for Testing and Materials(ASTM)
 - .1 D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- .2 European Producers of Laminated Flooring(EPLF).

5.2 Design Description

- .1 Floating floor installation: glueless tongue-and-groove design, interlock core joint locking system.

5.3 Manufacturer's Guarantee

- .1 Provide, as per EPLF a minimum 20 yr, heavy residential/light commercial use Manufacturer's Guarantee made out to Her Majesty the Queen in Right of Canada.

5.4 Sequencing and Scheduling

- .1 Install flooring prior to installation of wood bases.

5.5 Laminate Flooring

- .1 Type: plastic laminate simulated wood appearance, planked design.
- .2 Rating: EPLF, AC3 Class 31 heavy residential/light commercial or moderate commercial.
- .3 Size: approximately 1190 x 200 mm.
- .4 Thickness: minimum 8 mm.
- .5 Core: resin impregnated high density fibreboard, moisture resistant.
- .6 Emission: less than 0.10 ppmv of formaldehyde emissions.
- .7 Slip resistance: greater than 0.50, ASTM D2047.
- .8 Color and species selection: from manufacturer's full color range selected by Engineer.

5.6 Underlayment

- .1 Minimum 2.0 mm thick; must be minimum of STC 60 & IIC 62 for apartment applications and 54 STC, 60 IIC for row/detached application; mould and mildew resistant; must be approved green product.
- .2 Underlayment tape: as per manufacturer's recommendations.

5.7 Accessories

- .1 Same species and grade as flooring and purpose made matching floor end cap and expansion moldings, transition strips and locking stair nosing.

5.8 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Examine substrate and verify readiness to receive work.
- .3 Ensure floors are clean and dry by using test methods recommended by flooring manufacturer.
- .4 Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .5 Clean floor and apply filler; trowel and float to leave smooth, flat hard surface. Prohibit traffic until filler cured and dry.
- .6 Prime and/or seal sub-floor to flooring manufacturer's printed instructions.

5.9 Installation

- .1 Maintain, unless otherwise recommended by manufacturer, 6 mm gap around perimeter at vertical conditions.
- .2 Install parallel to incoming light from any window or parallel to longest wall in room as approved by the Site Authority.

5.10 Clean-Up

- .1 Dust mop and wipe clean using manufacturer's recommended cleaners.

Part 6 – RESILIENT FLOORING

6.1 References

- .1 American Society for Testing and Materials (ASTM International)
 - .1 ASTM F 1303-04(2009), Specification for Sheet Vinyl Floor Covering with Backing.
 - .2 Canadian Standards Association (CSA International)
- .2 CAN/CSA-ISO 14040, Environmental Management - Life Cycle Assessment - Principles and Framework.

6.2 Sequencing and Scheduling

- .1 Install flooring prior to installation of:
 - .1 Toilet bowl.
- .2 Wood bases.
- .3 Hot water tank.

6.3 Materials

- .1 Sheet vinyl with backing : to ASTM F 1303, residential.
 - .1 Printed vinyl construction, with rear guard protection.
 - .2 Wear layer: type 2 (0.51 mm minimum).
 - .3 Grade: 3
 - .4 Backing: Class A, fibrous composition, non-asbestos.
 - .5 Width of roll: 3.6 m
 - .6 Pattern, texture and colour to be selected by PWGSC representative from manufacturer's full range.
- .2 Resilient stair tread: rubber, 38 mm vertical face, square nose, full tread deep, 6 mm thick, ribbed surface, pattern, and colour selected by PWGSC representative from manufacturer's full range.
- .3 Vinyl edge strips:
 - .1 Vinyl extruded, smooth with lip to extend under floor finish, shoulder flush with top of adjacent floor finish.
- .4 Primers and adhesives: of types recommended by resilient flooring manufacturer for specific material on applicable substrate, above, on or below grade.
- .5 Sub-floor filler and leveler as recommended by flooring manufacturer for use with their product.
- .6 Cementitious underlayment as recommended by flooring manufacturer suitable for over asphaltic cutback adhesive.
- .7 Sealer and wax: type recommended by resilient flooring material manufacturer for material type and location.
- .8 Sealants: silicone sealant mildew resistant.

6.4 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Ensure floors are clean and dry by using test methods recommended by flooring manufacturer.
- .3 Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes and other defects with sub-floor filler.
- .4 Clean floor and apply filler; trowel and float to leave smooth, flat hard surface. Prohibit traffic until filler cured and dry.
- .5 Prime and/or seal sub-floor to resilient flooring manufacturer's printed instructions.

6.5 Application Flooring

- .1 Provide a high ventilation rate, with maximum outside air, during installation, and for 48 to 48 hours after installation. If possible, vent directly to the outside. Do not let contaminated air re-circulate through a district or whole building air distribution system.
- .2 Apply low VOC and/or water based adhesive uniformly using recommended trowel. Do not spread more adhesive than can be covered by flooring before initial set takes place.
- .3 Lay flooring with seams parallel to building lines to produce a minimum number of seams. Border widths minimum 1/3 width of full material.
- .4 Run sheets in direction of traffic. Double cut sheet joints and continuously seal heat weld according to manufacturer's printed instructions.
- .5 As installation progresses, and after installation roll flooring with 45 kg minimum roller to ensure full adhesion.
- .6 Cut flooring neatly around fixed objects.
- .7 Install flooring in pan type floor access covers. Maintain floor pattern.
- .8 Terminate flooring at centre line of door in openings where adjacent floor finish or color is dissimilar.
- .9 Install vinyl edge strips at unprotected or exposed edges where flooring terminates.

6.6 Tile Application

- .1 Provide a high ventilation rate, with maximum outside air, during installation, and for 48 to 72 hours after installation. If possible, vent directly to the outside. Do not let contaminated air re-circulate through a district or whole building air distribution system.
- .2 To minimize emissions from adhesives, use water-based, solvent-free styrene-butadiene-rubber adhesive. Butadiene exposure may cause eye and nose irritations, headaches, dizziness, and vomiting.
- .3 Apply adhesive uniformly using recommended trowel in accordance with flooring manufacturer's instructions. Do not spread more adhesive than can be covered by flooring before initial set takes place.
- .4 Lay flooring with joints parallel to building lines to produce symmetrical tile pattern. Border tiles minimum half tile width.

6.5 Stairs Application

- .1 Finish stair risers with resilient sheet and install prior to tread material.
- .2 Install stair treads stair risers one piece for full width of stair. Adhere over entire surface and fit accurately.

6.6 Cleaning

- .1 Remove excess adhesive from floor, base and wall surfaces without damage.
- .2 Clean, seal and wax floor and base surface to flooring manufacturer's printed instructions.

Part 7 – CARPET

7.1 References

- .1 American Association of Textile Chemists and Colorists (AATCC)
 - .1 AATCC 175, Stain Resistance: Pile Floor Coverings.
- .2 Canadian General Standards Board (CGSB)
 - .1 CGSB 20-GP-23M, Cushion, Carpet, Flexible Polymeric Material.
- .3 Carpet and Rug Institute (CRI)
 - .1 CRI-105, Standard Installation of Commercial Carpet.
 - .2 IAQ Carpet Testing Program.

7.2 Qualifications

- .1 Installer Qualifications:
 - .1 Flooring contractor requirements.
 - .1 Specialty contractor normally engaged in this type of work, with prior experience in installation of these types of materials.
 - .2 Be responsible for proper product installation, including floor testing and preparation as specified and in accordance with carpet manufacturers written instructions.

7.3 Delivery, Storage and Handling

- .1 Store packaged materials in original containers or wrapping with manufacturer's seals and labels intact.
- .2 Store carpeting and accessories in location as recommended by manufacturer. Store carpet and adhesive at minimum temperature of 18° C and relative humidity of maximum 65% for minimum of 48 hours before installation.
- .3 Prevent damage to materials during handling and storage. Keep materials under cover and free from dampness.
- .4 Store materials in area of installation for minimum period of 48 hours prior to installation.

7.4 Environmental Requirements

- .1 Moisture: Ensure substrate is within moisture limits and alkalinity limits prescribed by manufacturer. Prepare moisture testing and provide report on request.
- .3 Relative humidity: Maintain relative humidity between 10 and 65% RH for 48 hours before, during and 48 hours after installation.

7.5 Manufacturer's Guarantee

- .1 Provide, a minimum 10 yr Manufacturer's Guarantee made out to Her Majesty the Queen in Right of Canada.

7.6 Sequencing and Scheduling

- .1 Install carpet prior to installation of bases.

7.7 Material

- .1 Carpet material:
 - .1 Construction: Tufted Saxony with Stain Check
 - .2 Pile fibre: Nylon BCF.
 - .3 Pile Weight: min 1200 g/m2 (36oz).
 - .4 Pile Height: 12.5 mm (1/2").
 - .5 Roll width: 3600mm (12').
 - .6 Colour, hue combination and pattern: as selected by the Site Authority from manufacturer's full range.

.7 Performance:

- .1 Electrostatic propensity maximum:3000 V, to ATTCC 134.
- .2 Tuft bind: 25 newtons average to ISO 4919.
- .3 VOC emissions: certified, number indicating meeting or exceeding and approved under CCI or CRI Air Quality Programming.
- .4 Inherent stain resistance not topical, minimum grade 6 to ATTCC175.
- .5 Wear Guarantee: 10 yr.

.2 Underpad:

- .1 Material: Bonded Polyurethane.
- .2 Conform to CGSB 20-GB-23M, Type chipfoam, medium firm.
- .3 Density: 7lb/ft3 minimum
- .4 Thickness: 11mm (7/16)
- .5 Width 1830mm (72")
- .6 Guarantee: to provide satisfactory performance for the service life of the original carpet.
- .7 Cushion is to follow rug manufacturer's recommended product so as not void warranties.
- .8 Carpet grippers and seaming tape: types recommended by carpet manufacturer.
- .9 Transition bars: vinyl finish.
- .10 Subfloor filler: white premix latex requiring only water to produce cementitious paste.

7.8 Preparation

- .1 Remove old floor as per Part 3 - Selective Site Demolition.
- .2 Prepare floor surfaces in accordance with CRI-105 Standard for Installation of Commercial Carpet.

7.9 Installation

- .1 Install in accordance with manufacturer's printed instructions and in accordance with Carpet and Rug Institute Standard for Installation of Commercial Carpet, CRI 105.
- .2 Use transition strips at exposed carpet edges and center under doors at door openings.
- .3 Install under pad using minimum number of pieces. Secure under cushion to prevent shifting.
- .4 Butt edges firmly together. Install to edge of gripper and tape top of joints. Remove bubbles and slightly stretch.
- .5 Secure under pad at projections and penetrations, and where cut to contours and ramps.
- .6 Offset under pad seams at least 300 mm from carpet seams.
- .7 Install carpeting over under pad, full width of rooms, and secure at carpet grippers in accordance with manufacturer's written instructions, maintaining run of pile directionally constant.
- .8 Pre-condition carpeting following manufacturer's printed instructions.
- .9 Use material from same dye lot. Ensure color, pattern and texture match within anyone visual area. Maintain constant pile direction.
- .10 Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- .11 Install carpet smooth and free of bubbles, puckers, and other defects.
- .12 Install carpet grippers at junctions of walls and vertical surfaces. Secure gripper to prevent movement.
- .13 Install binder bars at exposed carpet edges and centre under doors in door openings.
- .14 Install carpet grippers (smooth edge) to conform to high and low spots in floor, using approved cement, concrete nails or approved stud driver.
- .15 Lay carpet on stairs with provision for future shifting at nose of treads.
- .16 When carpet is terminated at a doorway, ensure that the carpet and edge strip is centered under the door in the closed position. Traverse joint will be permitted only at change in direction or in widths of material. No joints shall be made at doors. Joints shall be made as to form invisible seams.
- .17 Seal edges of cut-outs with latex or binding method.
- .18 Carpet visibility of seams and joints to acceptable industry standards and PWGSC approval.

7.10 Protection of Finished Work

- .1 Vacuum carpets clean immediately after completion of installation. Protect traffic areas.
- .2 Prohibit traffic on carpet for a period of 24 hours until adhesive is cured.
- .3 Install carpet protection to satisfaction of the Site Authority.

ANNEX B

BASIS OF PAYMENT

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

.1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details

ANNEX C

HEALTH AND SAFETY REQUIREMENTS - *for Work in the Northwest Territories*

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

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

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

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

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

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

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

3. LABOUR AUTHORITY CONTACT:

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

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

NORTHWEST TERRITORIES

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

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

ANNEX D

PERIODIC USAGE REPORT FORM

Quarterly Usage Report Schedule

Period :	Report Due :
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

Supplier: _____

Standing Offer Number: _____

Reporting Period: _____

Standing Offer Authority : Vinay Singh

Item No.	Description of Work	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

Nil Report: We have not done any business with the federal government for this period []

Prepared By: _____

Name: _____

Telephone Number.: _____

Signature _____ Date: _____

Send Report to: PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca or fax to: 1-418-566-6167

ANNEX E

OFFER

Description of Work: Yellowknife, NWT
Flooring Services, PWGSC
Flooring Services Standing Offer

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 7.4.1, hereinafter called the "Term".

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;

The Offeror agrees:

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in Call-ups Against a Standing Offer, in Part 7A, clause 7.9, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .4 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .5 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up.

- .6 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .7 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
 - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing
 - .1 The prices requested in the Offer are:
 - i. hourly rates for regular hours;
 - ii. hourly rate for each hour outside of regular hours; and
 - iii. mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
 - .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
 - i. labour including supervision, allowances and liability insurance;
 - ii. travel time;
 - iii. transportation/vehicle expenses;
 - iv. tools and tackle;
 - v. overhead and profit;
 - vi. any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
 - .3 It is considered that regular hours of work fall between 0800 and 1800 hours, Monday to Friday.

4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

4.1 Unit Price Schedules - Rates

Rates must include any and all related expenses, including travel, meals and accommodation. A rate must be entered for each item.

Taxes, if applicable, are not to be included.

Estimates have been provided for evaluation purposes only and may not reflect actual business volumes under the resulting Standing Offer. Unit prices will prevail, and in the event that there is a discrepancy between the unit price and the estimated total, Canada reserves the right to correct the estimated total using the firm unit price.

Offers will be compared based on the total evaluated price (see below).

All submitted quotes for items 1, 2 and 3 are to be based on a price per m2 and include all work stated Par 2-7 as applicable to the type of flooring; Laminate Flooring (Part 5); Resilient Flooring (Part 6), Carpet (Part 7).

The price for evaluation purposes will be established by:

- Unit prices for items 1-6 will be extended by the estimated annual usages shown and aggregated.
- The mark-up in item 7 will be applied to the estimated annual usage of \$5,000.00.
- The results will be aggregated to reach the total assessed offer price.

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

Schedule A) Year 1

Item	Description	Estimated Annual Usage	Unit	Unit Price	Estimated Total Price
1.	Carpet	600	m ²	\$ _____	\$ _____
2.	Resilient Flooring	375	m ²	\$ _____	\$ _____
3.	Laminate Flooring	950	m ²	\$ _____	\$ _____
4.	Baseboard	300	m	\$ _____	\$ _____
5.	Rubber Baseboard	40	m	\$ _____	\$ _____
6.	Labour only in addition to the above:				
a.)	Journeyman Floorcovering Installer	150	hr	\$ _____	\$ _____
b.)	Labourer	100	hr	\$ _____	\$ _____
7.	Contractor's Mark Up on Allowance for Unspecified Material, Replacement Parts, Required Permits and Certificates (% mark up x \$5,000.00=)	\$5,000.00		_____ %	\$ _____
Sub Total Schedule A): Estimated total Amount 1st Year GST/HST Extra					\$ _____

Schedule B) Optional Year 1

Item	Description	Estimated Annual Usage	Unit	Unit Price	Estimated Total Price
1.	Carpet	600	m ²	\$ _____	\$ _____
2.	Resilient Flooring	375	m ²	\$ _____	\$ _____
3.	Laminate Flooring	950	m ²	\$ _____	\$ _____
4.	Baseboard	300	m	\$ _____	\$ _____
5.	Rubber Baseboard	40	m	\$ _____	\$ _____
6.	Labour only in addition to the above:				
a.)	Journeyman Floorcovering Installer	150	hr	\$ _____	\$ _____
b.)	Labourer	100	hr	\$ _____	\$ _____
7.	Contractor's Mark Up on Allowance for Unspecified Material, Replacement Parts, Required Permits and Certificates (% mark up x \$5,000.00=)	\$5,000.00		_____ %	\$ _____
Sub Total Schedule B): Estimated total Amount Optional Year 1 GST/HST Extra					\$ _____

Schedule C) Optional Year 2

Item	Description	Estimated Annual Usage	Unit	Unit Price	Estimated Total Price
1.	Carpet	600	m ²	\$ _____	\$ _____
2.	Resilient Flooring	375	m ²	\$ _____	\$ _____
3.	Laminate Flooring	950	m ²	\$ _____	\$ _____
4.	Baseboard	300	m	\$ _____	\$ _____
5.	Rubber Baseboard	40	m	\$ _____	\$ _____
6.	Labour only in addition to the above:				
a.)	Journeyman Floorcovering Installer	150	hr	\$ _____	\$ _____
b.)	Labourer	100	hr	\$ _____	\$ _____
7.	Contractor's Mark Up on Allowance for Unspecified Material, Replacement Parts, Required Permits and Certificates (% mark up x \$5,000.00=)	\$5,000.00		_____ %	\$ _____
Sub Total Schedule C): Estimated total Amount Optional Year 2 GST/HST Extra					\$ _____

4.2 Total Evaluated Price

Subtotal A: Estimated Total Amount	\$ _____
Subtotal B: Estimated Total Amount	\$ _____
Subtotal C: Estimated Total Amount	\$ _____
Total Evaluated Price	\$ _____

APPENDIX 1 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

Solicitation No. - N° de l'invitation
EW076-220370/A
Client Ref. No. - N° de réf. du client
PSPC-EW076-220370

Amd. No. - N° de la modif.
000
File No. - N° du dossier
PWU-1-44038

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

APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note: The contractor will be asked to fill out a report every six months as included in Annex G.

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex G.

ANNEX F

INSURANCE REQUIREMENTS

The Offeror must provide a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2900D GC10 – Insurance.

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

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

Solicitation No. - N° de l'invitation
EW076-220370/A
Client Ref. No. - N° de réf. du client
PSPC-EW076-220370

Amd. No. - N° de la modif.
000
File No. - N° du dossier
PWU-1-44038

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

CERTIFICATE OF INSURANCE
Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description of Location of Work Flooring Services Yellowknife, NWT					Standing Offer No.	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Umbrella/Excess Liability				\$	\$	\$
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				<div></div> Telephone Number		
<div></div> Signature				<div></div> Date D / M / Y		

CERTIFICATE OF INSURANCE

Page 2 of 2

General

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

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

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

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

Commercial General Liability

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

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

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


The policy must have the following minimum limits:

- (a) **\$2,000,000** Each Occurrence Limit;
- (b) **\$2,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$2,000,000** Products/Completed Operations Aggregate Limit.

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

ANNEX H

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada		Contract Number / Numéro du contrat EW076-22-0370	
		Security Classification / Classification de sécurité UNCLASSIFIED	
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)			
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction PTS/AP	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Flooring Services Yellowknife Housing			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
EW076-22-0370
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> SECRET SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EW076-22-0370

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX I

COMPREHENSIVE LAND CLAIM AGREEMENTS (CLCA)

Tłıchq Land Claims and Self- Government Agreement

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

Offerors are requested to maximize Indigenous employment, subcontracting and on-the-job training opportunities, and involve Indigenous citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Opportunity Considerations (IOC), and bidders propose Indigenous opportunities in their bid submission.

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

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

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mq̓whì Gogha Dè Nìjłtèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

“Tłıchq person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mq̓whì Gogha Dè Nìjłtèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person; or
- c) who was adopted as a child, under the laws of any jurisdiction or under any Tłıchq custom, by a Tłıchq person within the meaning of (a) or (b) or by a Tłıchq Citizen, or is a descendant of any such adoptee.

ANNEX J

INDIGENOUS OPPORTUNITY CONSIDERATIONS

Part A - Evaluation and Assessment of IOC Commitment

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous training, labour, subcontracting/supplier and office presence commitments made below.

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

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

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

SUPPORTING DOCUMENTATION

Head Office / Office Presence

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the CLCA.
- Describe the nature of the firm's presence in the area of the CLCA and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

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; and/or
- Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
- In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.

INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the Tłı̨chǫ Land Claims and Self- Government Agreement Canada reserves the right to confirm validity of all declarations / commitments.	
3.1	HEAD OFFICE 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
3.2	LABOUR 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. Indigenous people from within the CLCA must meet the following criteria: 1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier. 2. The individual must live within the area of the CLCA. Proof of residency may be requested (Driver's Licence, Territorial Health Card). Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following: Total No. of on-site Indigenous Employee Hours for This Contract: _____ hrs (a) + Total on-site non-Indigenous Employee Hours for This Contract: _____ hrs (b) = Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c) (a) / (c) = % Commitment (d) 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 <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <i>Example (Option 1): Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (40) 65% x 30 = 26 points</i> </div> NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points. *** Deduction and Incentive Conditions will apply to this criterion.	/40

SUBCONTRACTORS/ SUPPLIERS

Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from the area of the CLCA applicable to the Contract.

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

1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Indigenous persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which an Indigenous business or businesses as defined above have at least 51 percent ownership and control.
 2. The Supplier must have a staffed office or facility within the CLCA / area of the contract, or the head office of the Indigenous group that holds the majority ownership must be located within the CLCA area.
- 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.
 - 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.

3.3

/40

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 and Incentive Conditions will apply to this criterion.

3.4	TRAINING												
	<p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous people from the area of the CLCA at no additional cost under this Contract.</p> <ul style="list-style-type: none">• “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 <u>only</u> be eligible for an incentive if the increase in hours is the result of hiring additional personnel.	/15											
	<p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p>												
	<table><tr><td></td><td><i>Bidder 1</i></td><td><i>Bidder 2</i></td><td><i>Bidder 3</i></td></tr><tr><td><i>Total number of Indigenous training hours proposed</i></td><td><i>20 hours</i></td><td><i>35 hours</i></td><td><i>60 hours</i></td></tr><tr><td><i>Calculation of points</i></td><td><i>20/60 = 33% of total points available</i></td><td><i>35/60 = 58% of total points available</i></td><td><i>60/60 = 100 % of total points available</i></td></tr></table>		<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>	<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>	<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>
	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>										
<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>										
<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>										
	*** Deduction and Incentive 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. Successful bidders that do not make IOC commitments in their bid will be ineligible to be assessed for an incentive in that category at the end of the contract. Bidders take note that a 0% commitment is considered to be no commitment.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

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

Return Reports to:

Contracting Authority Name: Vinay Singh
Email: vinay.singh@pwgs-tpsgc.gc.ca

Contractor Certification

INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

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

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

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

TABLE 1 – Head Office

Provide Current Business address			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the CLCA			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

TABLE 2 – On-site Indigenous Labour

Total No. of on-site Indigenous Employee Hours for This Contract _____ =
_____ %

Total on-site Employee Hours (Indigenous and non-Indigenous) for This Contract

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Indigenous labour, non-Indigenous labour hours and the total project hours. NOTE: It is not necessary to identify non-Indigenous employees by name and position.	On-site Indigenous Employee Hours	On-site non-Indigenous Employee Hours
Total On-site Indigenous and non-Indigenous Employee Hours:		

TABLE 3 – Indigenous Sub-Contracting/Suppliers

Total Cost for Indigenous Subcontracting/Suppliers for This Contract = _____ %
Total Value of the Bid Final Contract Value (including amendments TBD)

NOTE: only subcontractors and suppliers that can be confirmed as Indigenous businesses with a staffed office or facility within the CLCA area will be included in the calculations. Verification of Indigenous businesses will be made in accordance with 3.4 Subcontractors/Suppliers.

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

TABLE 4 – Indigenous Training

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

INDIGENOUS OPPORTUNITY CONSIDERATIONS INCENTIVE AND DEDUCTION CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of on-site Indigenous employee hours worked on the Contract and fails to fulfill their on-site Indigenous employment commitment, an amount of up to 0.33% 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 0.33% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor fails to fulfill their Indigenous training commitment, an amount of up to 0.33% of the final contract value may be deducted for non-performance. (Table 1C)
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any deductions owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the incentive and deduction calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IOC calculation at the time of change order or amendment negotiation.

INDIGENOUS EMPLOYMENT INCENTIVE AND DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	CONTRACTOR:	
2	Final Contract Value (included applicable amendments) (no GST)	\$
3	Certified on-site Indigenous employment commitment	
	Percentage of hours committed	%
	Percentage of hours achieved	%
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / 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 or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
5	Certified Indigenous training commitment	
	Hours proposed	hrs
	Hours achieved	hrs
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
6	COMMENTS:	
7	SIGNATURE OF EVALUATION PANEL:	
	Departmental Representative: _____	
	Project Authority: _____	
	Contracting Officer (PWGSC): _____	

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

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th><th>2 points</th><th>6 points</th><th>10 points</th></tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td><td>Demonstrated little to no effort to meet the IOC commitment</td><td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td></tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION										
	(100 - total assessed score)% x (final contract value) x ____%	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 1B - ASSESSMENT OF INDIGENOUS SUB-CONTRACTING/SUPPLIER DEDUCTION													
ITEM	REQUIREMENT			WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>			60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>			0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points										
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls										
3	TOTAL ASSESSED SCORE (1 + 2)			100									
4	<p>TOTAL CALCULATED DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times \underline{\hspace{1cm}}\%$</p>			\$\$									
5	<p>COMMENTS/JUSTIFICATIONS:</p> 												
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>												

TABLE 1C - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION													
ITEM	REQUIREMENT			WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</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>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>			60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>			0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points										
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls										
3	TOTAL ASSESSED SCORE (1 + 2)			100									
4	<p>TOTAL CALCULATED DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times \underline{\hspace{2cm}}\%$</p>			\$									
5	<p>COMMENTS/JUSTIFICATIONS:</p> 												
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>												

ANNEX K to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)