



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

PO Box 1408 , Room 100

167 Lombard Ave.

Winnipeg

Manitoba

R3C 2Z1

Bid Fax: (204) 983-0338

**INVITATION TO TENDER**

**APPEL D'OFFRES**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada -  
Western Region

P.O. Box 1408, Room 100

167 Lombard Ave.

Winnipeg

Manitoba

R3C 2Z1

<b>Title - Sujet</b> Demolition of Building 1082 - EC	
<b>Solicitation No. - N° de l'invitation</b> EW699-141676/A	<b>Date</b> 2013-12-10
<b>Client Reference No. - N° de référence du client</b> PWGSC	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-202-8796
<b>File No. - N° de dossier</b> PWZ-3-36250 (202)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-01-03</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thompson, Valerie	<b>Buyer Id - Id de l'acheteur</b> pwz202
<b>Telephone No. - N° de téléphone</b> (204) 983-2372 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Building 1082 Airport Road Iqaluit, NU	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EW699-141676/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWZ-3-36250

Buyer ID - Id de l'acheteur

pwz202

CCC No./N° CCC - FMS No/ N° VME

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

#### NLCA

This procurement is subject to the Inuit of Nunavut Land Claim Agreement.

#### BUYandSELL- GETS

Firms intending to submit bids on this project should obtain bid documents through the GETS service provider at <http://Buyandsell.gc.ca/tenders> . Firms that obtain bid documents from a source other than the official site run the risk of not receiving a complete package.

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- SI05 Revision of Bid
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### R2710T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2013-06-27)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Code of Conduct and Certification - Bid
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**ANNEX A** - CERTIFICATE OF INSURANCE FORM

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions to Bidders R2710T (2013-06-27). The related documentation therein required will assist Canada in confirming that the certifications are true.

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions to Bidders, R2710T (2013-06-27)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI04 OPTIONAL SITE VISIT – n/a**

### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is **(204) 983-0338**.

### **SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling Telephone No. (204) 983-3774

### **SI07 INSUFFICIENT FUNDING**

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### **SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under G111 of R2710T.

#### **SI09 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### **SI10 WEB SITES**

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

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

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

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

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

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

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

## **SI11 WCB AND SAFETY PROGRAM**

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

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

## **SI12 Nunavut Land Claims Agreement (NLCA) – see ANNEX B**

## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

There is no security requirement applicable to this Contract.

### SC02 INSURANCE TERMS

#### 1) Insurance Contracts

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

#### 2) Period of Insurance

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

#### 3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, 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.

### SC03 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

### **NUNAVUT**

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

Telephone:(867) 669- 4403  
Facsimile:(867) 873- 0262

## **SC04 Nunavut Land Claims Agreement Liquidated Damages – see ANNEX B**

## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);
Supplementary Conditions			
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;			
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; 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. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Demolition Building 1082,  
Airport Road, Iqaluit, Nunavut  
Project #: R.066229.001

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding applicable tax(es).  
*(amount in numbers)*

### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within four (4) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Description and Location of Work	Contract 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 (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input checked="" type="checkbox"/> <b>Commercial General Liability Umbrella/Excess Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Builder's Risk / Installation Floater</b>				\$		
<input type="checkbox"/> <b>Pollution Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> <b>Marine Liability</b>				\$		
<input type="checkbox"/> <b>Aviation Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		

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 coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y

<p><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>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.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>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.</p>	<p><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(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.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>	<p><b>Marine Liability</b></p> <p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p><b>Aviation Liability</b></p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>



## ANNEX B - AGREEMENT ON INUIT LAND CLAIMS OF NUNAVUT

### SI12 Nunavut Land Claims Agreement (1993) (NLCA)

#### The requirements of the **Nunavut Land Claims Agreement**

([http://www.nucj.ca/library/bar\\_ads\\_mat/Nunavut\\_Land\\_Claims\\_Agreement.pdf](http://www.nucj.ca/library/bar_ads_mat/Nunavut_Land_Claims_Agreement.pdf))

will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

#### **Contractor Selection**

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

#### **Opportunities and Considerations**

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

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

BID CRITERIA	AVAILABLE POINTS
1. The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	1 Point
2. The employment of Inuit labor, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.  The employment of Inuit labor.  Points will be assigned based on the following (one point for each item): a) Details on the work to be carried out for each position proposed to be filled by an Inuit person. b) Strategies for recruitment of Inuit persons. c) Strategies for retention of Inuit persons.	3 Points
2 d) Use of suppliers and identification of goods / services to be provided by Inuit firms, together with an estimate of the value of goods / services.	2 Points



<p>3. The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit.</p> <p>Points will be assigned based on the following (one point for each item):</p> <p>a) Details of Apprenticeship program(s).</p> <p>b) Strategies for involving the use of College program(s) (e.g., the Nunavut Arctic College).</p> <p>c) Details regarding on-the job training.</p> <p>d) Details of In-house training program(s).</p>	<p>4 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>10 Points</b></p>

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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

For more information on the contents of these lists, please contact:  
 Nunavut Tunngavik Incorporated Telephone #: (867) 645-3199  
 P.O. Box 280 Facsimile #: (867) 645-3452  
 Rankin Inlet, N.W.T. X0C 0G0

**Evaluation and Assessment - Submission Requirements**

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

**Treatment of Representations and Warranties**

The Bidder acknowledges that:

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

**W0043T NLCA - Evaluation Criteria (2011-05-16)**

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

- 24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be



appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.



### SC04 NLCA Liquidated Damages

1. The contractor acknowledges that:
  - 1.1 the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and
  - 1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
    - 1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.
    - 1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.
2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

<u>COMMITMENT</u>	<u>ASSIGNED POINT</u>
2.1	
2.2	
2.3	

3. The contractor acknowledges that the "Nunavut Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2 The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.