



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services  
Canada

ATB Place North Tower

10025 Jasper Ave./10025 ave. Jaspe

5th floor/5e étage

Edmonton

Alberta

T5J 1S6

Bid Fax: (780) 497-3510

**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  
ATB Place North Tower

10025 Jasper Ave./10025 ave. Jaspe

5th floor/5e étage

Edmonton

Alberta

T5J 1S6

<b>Title - Sujet</b> Construct Oil Tank Base, Iqaluit NU	
<b>Solicitation No. - N° de l'invitation</b> ET025-162075/A	<b>Date</b> 2016-01-28
<b>Client Reference No. - N° de référence du client</b> PWGSC ET025-162075	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWU-909-10685
<b>File No. - N° de dossier</b> PWU-5-38300 (909)	<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 2016-02-19</b>	
<b>Time Zone</b> Fuseau horaire Mountain Standard Time MST	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mayhew (RPC), Sylvia	<b>Buyer Id - Id de l'acheteur</b> pwu909
<b>Telephone No. - N° de téléphone</b> (780) 497-3645 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of Public Works and Government Services Canada Iqaluit Government of Canada Building Iqaluit, NU X0A 0H0	

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

## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

#### **INTEGRITY PROVISIONS - BID**

Important changes have been made to the Integrity Provisions - Bid as of July 3<sup>rd</sup> 2015. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Integrity Provisions – Declaration of Convicted Offences
SI02	Bid Documents
SI03	Enquiries during the Solicitation Period
SI04	Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	WCB and Safety Program
SI11	Public Works and Government Services Canada, Apprentice Procurement Initiative
SI12	Web Sites

### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-07-03)

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	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance With Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage

### SUPPLEMENTARY CONDITIONS (SC)

SC01	Insurance Terms
SC02	Workplace Safety and Health
SC03	Nunavut Land Claims Agreement

### CONTRACT DOCUMENTS (CD)

#### BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period
BA05	Acceptance and Contract
BA06	Construction Time
BA07	Bid Security
BA08	Signature

#### APPENDIX 1 - INTEGRITY PROVISIONS – LIST OF NAMES

#### APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

#### APPENDIX 3 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

#### ANNEX A - CERTIFICATE OF INSURANCE

#### ANNEX B - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

#### ANNEX C – INUIT BENEFITS PLAN

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

### **SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES**

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

*Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.*

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-07-03)
- 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 - Construction Services - Bid Security Requirements R2710T 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/5/R>

### **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 GI15 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 SITE VISIT**

There will not be a site visit.

### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (780) 497-3510.

## **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 number. (780) 497-3645.

## **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 [GI11 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. Obtaining more copies shall be the responsibility of the Contractor including costs.

## **SI10 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.

## **SI11 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](http://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.*

## SI12 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 PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 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.



## SC02 WORKPLACE SAFETY AND HEALTH

### 1. EMPLOYER/PRINCIPAL CONTRACTOR

1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, 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.

#### **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

## DECLARATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

## SC03 NUNAVUT LAND CLAIMS AGREEMENT

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal. The requirements of the **Nunavut Land Claims Agreement** (NLCA) apply to this procurement. Bidders are 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 NLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles, and subject to Canada's international trade agreement obligations. These socio-economic bid criteria are often referred to as an Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

### EVALUATION CRITERIA

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of Nunavut Land Claim Agreements. <http://nlca.tunngavik.com/>

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.

### INUIT FIRM

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"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 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

For more information, please contact:

### **Nunavut Tunngavik Incorporated**

Rankin Inlet	
P.O. Box 280	888-236-5400 (toll free)
Rankin Inlet, NU	867-645-5400 (local phone)
X0C 0G0	867-645-3451 (local fax)

## 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 – Construction Services	R2810D	(2015-07-09);
GC2 Administration of the Contract	R2820D	(2015-02-25);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2015-02-25);
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	(2015-04-01);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);

Supplementary Conditions
  - d. 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. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Title: Iqaluit GOCB Oil Tank Upgrade, Iqaluit, NU  
Project No.: R.075595.001

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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 thirty (30) 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 - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - INTEGRITY PROVISIONS – LIST OF NAMES

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex B*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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**ANNEX A - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)  
Refer to attached document.

## **ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

<b>Number of apprentices hired</b>	<b>Trade</b>

(Add rows as needed)

## ANNEX C – INUIT BENEFITS PLAN

### Evaluation and Assessment of Benefits Plan Guarantee

For a bid to be assigned points for representations made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Reporting Tables to supplement their Benefits Plan submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered, material and/or documents outside the proposal will not be considered. URL links to website will not be considered. No prior knowledge or experience will be taken into consideration.

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

### Contractor Selection

The selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 5% for the Inuit Benefits Plan and 95% For the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 5\%$$

$$\text{Cost Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Cost}} \times 95\%$$

**IBP Bid Criteria:**

BID CRITERIA	TOTAL AVAILAB LE POINTS								
1. <b>HEAD OFFICE:</b> The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	5 Points								
2. <b>TRAINING:</b> Bidder will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the area of the contract at no additional cost under this project.	5 points								
<p>3. <b>LABOR:</b> The employment of Inuit labor that are Inuit in carrying out the work of the contracts.</p> <p>Bidder included a firm guarantee to use Inuit employment from the area of the contract 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 Sub-contractor staff. Percentages should be supported by list of specific positions that may or will be staffed by Inuit.</p> <table border="0"> <tr> <td>0 - 25% - of total labour hours</td><td>0 - 5 points</td></tr> <tr> <td>26 - 50% - of total labour hours</td><td>6- 10 points</td></tr> <tr> <td>51 - 75% - of total labour hours</td><td>11 – 15 points</td></tr> <tr> <td>76 - 100% - of total labour hours</td><td>16 – 20 points</td></tr> </table> <p><u>Guarantee of Inuit Employee Content:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Estimated Person Hours For This Contract: _____</p> <p>Total Estimated Inuit Person Hours For This Contract: _____</p> <p>Total No. Of Inuit Person Hours For This Contract: (A)      A/B = _____%</p> <p>Total No. Of Person Hours For This Contract: (B)</p>	0 - 25% - of total labour hours	0 - 5 points	26 - 50% - of total labour hours	6- 10 points	51 - 75% - of total labour hours	11 – 15 points	76 - 100% - of total labour hours	16 – 20 points	20 Points
0 - 25% - of total labour hours	0 - 5 points								
26 - 50% - of total labour hours	6- 10 points								
51 - 75% - of total labour hours	11 – 15 points								
76 - 100% - of total labour hours	16 – 20 points								

<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b> The use of suppliers that are Inuit, or Inuit firms, in carrying out the contract.</p> <p>Sub-contractors/Suppliers: Bidder Included a firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a <b>percentage of the total estimated cost for the contract</b> not the number of businesses used.</p> <table border="0"> <tr> <td>0 - 25% - of total labour hours</td> <td>0 - 5 points</td> </tr> <tr> <td>26 - 50% - of total labour hours</td> <td>6- 10 points</td> </tr> <tr> <td>51 - 75% - of total labour hours</td> <td>11 – 15 points</td> </tr> <tr> <td>76 - 100% - of total labour hours</td> <td>16 – 20 points</td> </tr> </table> <p>Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract</p> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Estimated Value of Procured Goods or Services For This Project: _____</p> <p>Total Estimated Value of <u>Inuit</u> Procured Goods or Services For This Project: _____</p> <p>Total Est. Cost for Supplies/Materials/Equipment/Services from Inuit companies For This Project _____ (A)      A/B = _____ %</p> <p>Total Value of Contract _____ (B)</p>	0 - 25% - of total labour hours	0 - 5 points	26 - 50% - of total labour hours	6- 10 points	51 - 75% - of total labour hours	11 – 15 points	76 - 100% - of total labour hours	16 – 20 points	<p>20 Points</p>
0 - 25% - of total labour hours	0 - 5 points								
26 - 50% - of total labour hours	6- 10 points								
51 - 75% - of total labour hours	11 – 15 points								
76 - 100% - of total labour hours	16 – 20 points								
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p>50 Points</p>								

## **Reporting**

If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the Inuit Benefit Plan portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a quarterly basis.

Return Reports to:

Contracting Authority Name: Sylvia Mayhew  
[Sylvia.mayhew@pwgsc-tpsgc.gc.ca](mailto:Sylvia.mayhew@pwgsc-tpsgc.gc.ca)

TABLE 1 – Head Office or other Facilities

Provide Current Business address

TABLE 2 - Certification of Inuit Training

Name & Position Title (Provide name(s) where possible)	<u>Inuit</u> Employee	Non <u>Inuit</u> Employee
(Bidders to include type of training, hours, and % complete)		

TABLE 3 - Certification of Inuit Labour Content

Name & Position Title (Provide name(s) where possible)	Inuit Employee	Non Inuit Employee
(Bidders to include the # of hours worked)		



TABLE 4 - Certification of Inuit Content for Sub-Contracting/Business Content:

Name of Contractor and Location (If Available)	Inuit Company	Non- Inuit Company
(Bidder to include the Value of Sub-contracted work)		

### **Certification**

The Bidder should submit the following certification if a guarantee of Inuit Benefit Plan is being provided at time of bid submission.

The IBP Certification and IBP Achievement Reports must also be submitted prior to final payment with details how the Contractors met its' IBP guarantee.

Failure to comply with the request to submit the certification and report within a 15 day time period may result in a full 1 % penalty.

#### **INUIT BENEFIT PLAN CERTIFICATION:**

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

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

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

**The bidder certifies its Benefits Plan guarantee for contracting submitted with its bid is accurate and complete.**

**Guarantee of Benefits Plan**

1. The Contractor acknowledges and confirms it made the following Inuit Benefits Plan guarantee in its bid:  
(To be completed at time of Contract award)

COMMITMENT	ASSIGNED POINTS
.1	
.2	
.3	
.4	

2. If the Contractor fails to meet their IBP above, and fails to demonstrate they have made diligent efforts to fulfill their guarantee, an amount up to 1% of the Contract Value may be deducted from the final payment.
3. Canada and the Contractor agree that the amount stated determined in the table above is their best pre- estimate of the loss to Canada in the event of such a failure.
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

## **IBP Penalty Conditions**

- Under the provisions of the proposed contract, where the contractor meets their IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
- If the contractor does not meet their guarantees and fails to demonstrate they made diligent efforts to fulfill their guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment.
- The guarantees made by the contractor for items #3 and #4 which were allocated points in the evaluation stage (identified in Guarantee of Benefits Plan - #1.) will be reviewed and assessed using the table below to determine the Penalty. The table below will be used to calculate line 3 separately from line 4 and the scoring will be added together for a total out of 100.
- The table below must be used.
- Note: Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

<b>EVALUATION AND ASSESSMENT OF GUARANTEE <u>IBP</u></b>			
<b>ITEM#</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
<b>1</b>	<p><b>Calculate the Contractors achievements to their guarantee and determine weighting for each line item #, for a total combined of 60 points based on the following formula, where:</b></p> <p>Target percentage = <math>\frac{\text{Achieved}}{\text{Guarantee}} = \frac{\quad}{\quad} \%</math></p> <p>51% - 100% = receives 15 - 30 points</p> <p><b>Notes:</b> Target percentage of 50% or less receives zero points</p> <p>IBC line item #3 - The employment of Inuit labor – max 30 points IBC line item #4 - The use of suppliers or firms that are Inuit – max 30 points</p>	<b>Total /60</b>	<p><b>/ 30</b></p> <p><b>/30</b></p>
<b>2</b>	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve the above targets.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-6 points - Contractor demonstrated little to no effort to meet the IBP guarantee. 7-13 points - Contractor demonstrated moderate effort to meet the IBP guarantee. 14-20 points - Contractor demonstrated outstanding effort to meet the IBP guarantee.</p> <p>IBC line item #3 - The employment of Inuit labor – max 20 points IBC line item #4 - The use of suppliers or firms that are Inuit – max 20</p>	<p><b>Line 3 – max 20</b></p> <p><b>Line 4 – max 20</b></p> <p><b>Total /40</b></p>	<p><b>/20</b></p> <p><b>/20</b></p>
<b>3</b>	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
<b>4</b>	<p><b>TOTAL CALCULATED PENALTY:</b></p> <p><math>(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times (1\%)</math></p>	<b>\$</b>	
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		

**6**

**SIGNATURE OF EVALUATION PANEL:**

**Departmental Representative:**

\_\_\_\_\_

**Project Lead:**

\_\_\_\_\_

**Contracting Officer (PWGSC):**

\_\_\_\_\_



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

# CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work  Iqaluit Government of Canada Building (GOCB) Oil Tank Upgrade, Iqaluit, NU	Contract No.
	Project No. R.075595.001

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 <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Pollution Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$

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.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

**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 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.

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) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

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

**Builder's Risk / Installation Floater**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

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.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** 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.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

**Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.