



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
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
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Drainage Improvements Pangnirtung	
Solicitation No. - N° de l'invitation F2470-190001/A	Date 2019-03-19
Client Reference No. - N° de référence du client F2470-190001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-202-10795
File No. - N° de dossier PWZ-8-41211 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-11	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Thompson, Valerie	Buyer Id - Id de l'acheteur pwz202
Telephone No. - N° de téléphone (204) 509-0349 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Pangnirtung, NU	

Instructions: See Herein

Instructions: Voir aux présentes

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

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**INVITATION TO TENDER
DRAINAGE IMPROVEMENTS & SHORE PROTECTION
PANGNIRTUNG, NUNAVUT**

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

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
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APPENDIX "1" COMBINED PRICE FORM
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 (2018-06-21)
 - 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>

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address valerie.thompson@pwgsc-tpsgc.gc.ca except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 SITE VISIT – Not Applicable

SI04 REVISION OF BID

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

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by e-mail a request to PWGSC.WSTESATPA-OSTEASEAA.TPSGC@pwgsc-tpsgc.gc.ca.

SI06 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.

SI07 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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, 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.

SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided (**with 1 electronic copy**) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

SI09 WCB AND SAFETY PROGRAM

MANDATORY HEALTH AND SAFETY - for Work in the Northwest Territories & Nunavut

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.

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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§ion=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_eng.pdf

Labour and Material Payment Bond (form PWGWSC-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>

Trade Agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

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	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
- e. Supplementary Conditions
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document 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 contract award, 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.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

DRAINAGE IMPROVEMENTS & SHORE PROTECTION
PANGNIRTUNG, NUNAVUT

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) ____ n/a ____
(if required)

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 INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work **within (18) weeks** from the date of notification of acceptance of the offer..

BA07 BID SECURITY

The Bidder must enclose 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

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APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(s)	
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	31 23 33	50 mm Granular Fill - Supply and Install	cubic metre	900.0		
2	31 32 19	Geotextile - Supply and Install	square metre	730.0		
3	33 42 13	900mm Dia. Pipe Culverts - Supply	linear metre	54.0		
4	33 42 13	900mm Dia. Pipe Culverts - Install	linear metre	54.0		
5	33 42 13	Culvert Granular - Supply and Install	cubic metre	135.0		
6	35 31 22	Rip Rap - Supply and Install	cubic metre	200.0		
7	35 31 23.13	Armour Stone - Supply and Install	cubic metre	135.0		
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)						

TOTAL BID AMOUNT (LSA + TEA) Excluding applicable tax(s)	
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APPENDIX 3 - LISTING OF SUBCONTRACTORS

1. In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
2. The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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. 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. 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 on page 2 of 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

** The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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.*

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Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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: _____

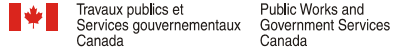
Trades of those apprentices:

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ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing) CERTIFICATE OF INSURANCE



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Description and Location of Work DRAINAGE IMPROVEMENTS & SHORE PROTECTION, PANGNIRTUNG, NUNAVUT	Contract No. F2470-190001/001/PWZ
	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 <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations 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

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) **\$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.

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DFO-SCH 190001

Amd. No. - N° de la modif.

File No. - N° du dossier
PWZ-8-41211

Buyer ID - Id de l'acheteur
PWZ202

CCC No./N° CCC - FMS No./N° VME

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 to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade

ANNEX C

Nunavut Agreement

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal. This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada

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

The Nunavut Agreement 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 Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <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 Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Basis of Selection - Highest Combined Rating of IBP Score and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of "0" points overall for the IBP evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The selection will be based on the highest responsive combined rating of IBP score and price. The ratio will be 10% for the IBP, and 90% for the price.
 4. To establish the IBP score, the overall IBP score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
 6. For each responsive bid, the IBP score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest IBP score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IBP and price will be recommended for award of a contract.

$$\text{IBP Score} = \frac{\text{Bidder' Points} \times 10\%}{\text{Maximum Points}}$$

$$\text{Price Score} = \frac{\text{Lowest Price} \times 90\%}{\text{Bidder' Price}}$$

PART A - INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for guarantees 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 GUARANTEE TABLES to supplement the IBP 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 WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

INUIT BENEFIT PLAN CRITERIA

BID CRITERIA				TOTAL AVAIL. POINTS
The requirements of the Nunavut apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.				
1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area. - Head Offices = 3 points - Staffed Administration Offices = 2 points				5 Points
2. TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.				15 points
	Bidder 1	Bidder 2	Bidder 3	
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	

3. LABOUR: The employment of onsite Inuit in carrying out the work of the contracts.

Bidder will be evaluated on their firm guarantee to use onsite Inuit from the Nunavut Settlement Area 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 a list of specific positions, categories, over all percentage of labor, labour hours and the total project hours that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.

0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.

___ % x total points available = assigned points

Example:

Bidder guarantees 65% of labor hours will be Inuit = 65% of total points (40)

65 % x 40 = 26 points

NOTE:

Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.

*** Penalties Conditions will apply to this criterion.

40
Points

4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Inuit in carrying out the contract.

Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract.

Note: If the Prime Contractor is an Inuit owned business, the estimated value of the Contract less Non-Inuit Sub-contracting costs, qualify as Inuit Sub-Contracting/Supplier Costs.

Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:

Estimated value of Contract:	\$ _____
- <u>Less Non-Inuit subcontracting:</u>	\$ _____ =
Total guaranteed for Inuit Subcontractors/Suppliers:	\$ _____

Points will be assigned to bidder as follows:

Total guaranteed / Estimated value of contracting = ____a____ %

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

$\frac{\text{a}}{100} \% \times \text{total points} = \text{assigned points}$

Example:

Estimated value of Contract:	\$100,000
- <u>Less Non-Inuit subcontracting:</u>	\$ 45,000 =
Total guaranteed for Inuit Subcontractors/Suppliers:	\$ 55,000

$\$55,000 / \$100,000 = 0.55 \times 100 = 55\%$

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

NOTE:

Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through:

- The Inuit Firm Registry Database <http://inuitfirm.tunngavik.com/>

*** Penalty Conditions will apply to this criterion.

40
Points

TOTAL POSSIBLE POINTS

**100
Points**

PART B - BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results

TABLE 1 – Head Office

Provide Current Business address
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

TABLE 2 – Guarantee of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

TABLE 3 – Guarantee of Onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Contract = _____ %
Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		

TABLE 4 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Contract

Total Bid Price

= _____ %

Company Name	Inuit Company	Inuit Company
Bidder to include the value of work to be Sub-Contracted.		
NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with 4 Subcontractors / Suppliers.		

Bidder Certification

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.

For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - 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 IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.
6. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results

Return Reports to:

Contracting Authority Name: Valerie Thompson

Email: valerie.thompson@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

TABLE 2 – Achievement of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

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F2470-190001

File No. - N° du dossier
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TABLE 3 – Achievement of onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Contract = _____ %
Total Employee Hour for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Total Employee Hours
Contractor must include the # of hours worked		

TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Contract
Final Contract Value
= _____ %

Company Name	Inuit Company	Non- Inuit Company
Contractor must include the value of Sub-Contracted work		

CONTRACTOR CERTIFICATION

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

INUIT BENEFITS PLAN PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees 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 onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to .5 % of the final contract value may be deducted from the final payment or hold back provisions. (Table 1A)
3. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit sub-contractors/suppliers guarantees, an amount of up to .5 % of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
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 penalties 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.
6. 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.

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

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} \times 60$</p> <p>Notes: percentage of 50% or less receives zero 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 Onsite Inuit employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP employment guarantee.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY:</p> <p>$(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times \underline{\hspace{1cm}} \%$</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

TABLE 1B - ASSESSMENT OF INUIT <i>SUB-CONTRACTING/SUPPLIER PENALTY</i>			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60$</p> <p>Note: Guarantee percentage of 50% or less receives zero 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 Inuit sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x _____ %</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (if applicable): _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		