Pêches et Océans Canada

RETURN BIDS VIA E-MAIL to: RETOURNER LES SOUMISSIONS à :

Name: Ginette Aliaga

Email Address:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Cc: Ginette.AliagaGallo@dfo-mpo.gc.ca

Bid documents and bid security received by fax will not be accepted.

INVITATION TO TENDER APPEL D'OFFRES

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans 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 appendices ci-jointes, les biens, les services, et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

		_	
Title	o /	11	tr۵

Igaluit Building Demolition, Coast Guard Igaluit MCTS RX Site, Igaluit, NU

Solicitation No. / Nº de l'invitation
FP802-200012

Date
June 2, 2020

Client Reference No. / No. de référence du client(e)

F2563-200001

Solicitation Closes / L'invitation prend fin

At /a: 2:00 PM EDT (Eastern Daylight Time)

On / le: Friday, June 19, 2020

F.O.B. / F.A.B.

Destination

Address Inquiries to: / Adresser toute demande de renseignements à :

Ginette Aliaga

Telephone No. – No. De téléphone : 343-540-9331

Email / Courriel: Ginette.AliagaGallo@dfo-mpo.gc.ca

Destination of Goods, Services, and Construction / Destination des biens, services, et construction

See specifications for details

TO BE COMPLETED BY THE BIDDER (type or print)

A ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (taper ou écrire en caractères d'imprimerie)

Vendor Name, Address and Repre adresse et représentant du fournis	· · · · · · · · · · · · · · · · · · ·		
Telephone No. / No. de téléphone			
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)			
Signature	Date		

INVITATION TO TENDER

Iqaluit Building Demolition Coast Guard Iqaluit MCTS RX Site, Iqaluit, NU

IMPORTANT NOTICES TO BIDDERS

Please be advised that due to COVID-19, the Fisheries and Oceans Canada (DFO) will no longer accept Paper Bid Bonds. Bid Bonds will only be accepted in Digital Bid Bond Format.

These Digital Bid Bonds will need to be in an electronically verifiable/enforceable format. All instruction details for accessing authentication should be included with the submitted Digital Bid Bond. It is important to note that a scanned and uploaded copy of a paper Bid Bond is not a Digital Bid Bond.

All bid bonds must be irrevocable and open for bid acceptance for the time period outlined in the Bid Document.

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) are to be replaced with Fisheries and Oceans Canada (DFO).

LISTING OF SUBCONTRACTORS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI13 of the Special Instructions

BID SUBMITTAL

The maximum email file size that DFO is capable of receiving is 10 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size. Emails with links to bid documents will not be accepted.

COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement:
 This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement).
- The requirement is limited to Inuit businesses on the Inuit Firm Registry (IFR).

Bids submitted by businesses not on the IFR will render the bid non-responsive and no further consideration will be accorded to the bid.

INUIT BENEFITS PLAN (IBP)

The Bidder must include an Inuit Benefit Plan (IBP) as part of their proposal. The IBP must demonstrate the suppliers' use of the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms, in carrying out the Work outlined in this request for proposals.

NOTE: Bid Security must be submitted as per GI08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.

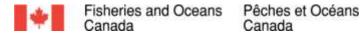


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GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - R2710T (2019-05-30)

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-conditionsmanual/5/R/R2710T/21

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GI08	Bid Security Requirements
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ANNEX C - DRAWINGS, PLANS, PHOTOS, OTHERS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. Fisheries and Oceans Canada (DFO) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. Bidders responding to this ITT are requested to submit a full and complete quotation. Refer to Gl09 'Submission of Bid'. In addition to an Inuit Benefits Plan (IBP), Refer to Appendix 3.

The Bidder must include an Inuit Benefit Plan (IBP) as part of their proposal. The IBP must demonstrate the suppliers' use of the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms, in carrying out the Work outlined in this request for proposals.

- 3. Point 1 of Article GI09 of R2710T (2019-05-30) is replaced by the following:
 - 1.The Bid and Acceptance Form, duly completed, and the bid security shall be submitted to the email address(es) designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

SI02 LIMITED BIDDING

1. The requirement is limited to Inuit businesses on the Inuit Firm Registry (IFR).

By submitting a bid, the Bidder certifies that they are on the Inuit Firm Registry (IFR) at bid closing and maintain good standing for the duration of the solicitation bid period up to and including award of a contract. Canada retains the right to confirm the contractor/supplier standing on the IFR at its discretion.

Failure to maintain good standing for the duration of the contract will render the bid non-responsive and no further consideration will be accorded to the bid.

- 2. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal people or for set-aside's for small and minority businesses.
- 3. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
- 4. This procurement is subject to The Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement).

SI03 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)

This procurement is subject to the following Comprehensive Land Claims Agreement:

Nunavut Land Claim Agreement (NLCA)

SI04 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 (2019-05-30);
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendices; 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 (2019-05-30) are 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
- 3. Bid documents and bid security must be submitted by email to the address(es) and by the time indicated on the cover page. Documents received by fax will not be accepted. Bid Security must be submitted as per GI08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.
- 4. A bid bond may be submitted in a digital format if it meets the following criteria:
 - 4.1. The version submitted by the Bidder must be verifiable by DFO with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 4.2. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to DFO, and in a single file. Allowable formats include pdf.
 - 4.3. The verification may be conducted by DFO immediately or at any time during the life of the bond and at the discretion of DFO with no requirement for passwords or fees.
 - 4.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 4.1.

Bonds failing the verification process will NOT be considered to be valid.

Bonds passing the verification process will be treated as original and authentic.

SI05 ENQUIRIES DURING THE SOLICITATION PERIOD

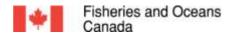
- 1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 Approval of alternative materials of R2710T (2019-05-30), General Instructions Construction Services Bid Security Requirements, enquiries should be received no later than (5) five business 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 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 Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI06 NO SITE VISIT

No site visit is required for this project.

SI07 REVISION OF BID

1. Article GI10 of R2710T (2019-05-30) is replaced by the following;



- 2. A bid submitted in accordance with these instructions may be revised by letter provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be attached to an email as a new PDF document with the following information clearly indicated:
 - a. REVISED "BID AND ACCEPTANCE FORM" DATED ______(insert date of original bid submitted to DFO);
 - b. Solicitation Number;
 - c. Be on the Bidder's letterhead or bear a signature that identifies the Bidder;
 - For the lump sum portion of a bid, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
 - e. For the Price Per Unit portion of a bid, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.
 - A letter submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
 - 4. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

SI08 OPENING OF BIDS

There will be no public opening of bids.

SI09 BID RESULTS

Bid received will be registered on DFO "Bid Register" form and the Unofficial Bid Result will be emailed to all bidders that were listed on the Bid Register. The Bid Register will provide the following information:

- a. Name of the Bidder
- b. Date and time bid was received from the Bidder
- c. Bidder bid amount

SI10 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;
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; 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).

SI11 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 Rejection of Bid of R2710T (2019-05-30).

SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer by Canada.

SI13 INDUSTRIAL SECURITY REQUIREMENT / SECURITY CLEARANCE

There is no security requirement for this project.

SI14 INTEGRITY PROVISIONS BID REQUIREMENTS

In accordance with the <u>Ineligibility and Suspension Policy</u>, section 17 requires suppliers, regardless of their status under the policy provide the following information when bidding, contracting or entering into a real property agreement. Bidders must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- 1. All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
 - suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete
 list of the names of all current directors or, for a privately owned corporation, the names of the owners of
 the corporation;
 - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - o suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details. To submit required information, Bidders may use the form titled Integrity Regime Verification, found in Appendix 1.

- 2. The bidder must submit with its bid an Integrity Declaration Form Only when the following is applicable.
 - a) The supplier must submit a completed <u>Integrity Declaration Form</u> to disclose any information pertaining to any criminal charge or conviction in the past three years of a Canadian offence listed in section 6 of the <u>Ineligibility and Suspension Policy</u> (the "policy") or similar foreign offence listed in section 7 of the Policy.
 - b) The supplier must submit a completed <u>Integrity Declaration Form</u> if the supplier <u>cannot</u> provide certification to all of the <u>Integrity provisions</u> requirements listed below. By submitting a bid or offer in response to a bid solicitation or real property transaction, the supplier is certifying the following:
 - 1. It has read and understands the *Ineligibility and Suspension Policy*;

- It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- 3. It is aware that Canada may request additional information, certifications, and validations from the [Offeror] or a third party for purposes of making a determination of ineligibility or suspension;
- 4. It has provided with its [bid/offer] a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first-tier subcontractors; and
- 6. It is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

The completed <u>Integrity Declaration Form</u> must be submitted with its bid/offer. The completed form must be placed in a sealed envelope labeled "Protected B", and addressed to:

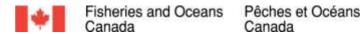
Integrity, Departmental Oversight Branch Public Services and Procurement Canada 11 Laurier Street Portage Phase III Tower A 10A1 – room 105 Gatineau QC K1A 0S5 Canada

SI15 LISTING OF SUBCONTRACTORS

R2710T, GI07 has been amended to the following:

GI07 (2015-02-25) Listing of Subcontractors

The Bidder must submit the names of Subcontractors for the part or parts of the Work listed. See <u>APPENDIX 2</u>. Failure to do so will result in the disqualification of its bid.



SI16 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

Buy and Sell

https://buyandsell.gc.ca/for-businesses

Canadian economic sanctions

https://www.international.gc.ca/world-monde/international_relationsrelations internationales/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form FP-5135)

http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5135_E.pdf

Bid Bond (form FP-5132)

http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5132_E.pdf

Performance Bond (form FP-5134)

http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5134_E.pdf

Labor and Material Payment Bond (form FP-5133)

http://www.dfo-mpo.gc.ca/contract-contrat/forms-formulaires/FP_5133_E.pdf

Standard Acquisition Clauses and Conditions (SACC Manual)

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

PWGSC, Industrial Security Services

http://ssi-iss.tpsqc-pwqsc.qc.ca/index-eng.html

PWGSC, Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Integrity Verification Form:

https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html

Integrity Declaration Form

https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html

Trade agreements

https://buyandsell.gc.ca/policy-and-quidelines/Policy-and-Legal-Framework/Trade-Agreements

Surety Association of Canada

https://www.suretycanada.com/

CONTRACT DOCUMENTS (CD)

- 1. The following are the Contract Documents:
 - a. Acceptance By Fisheries and Oceans Canada (Contract) 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 (2019-11-28;
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2850D (2019-11-28);
GC6 Delays and Changes in the Work	R2865D (2019-05-30);
GC7 Default, Suspension or Termination of Contract	R2870D (2018-06-21);
GC8 Dispute Resolution	R2880D (2019-11-28);
GC9 Contract Security	R2890D (2018-06-21);
GC10 Insurance	R2900D (2008-05-12);
GC6.4.1 Allowable costs for Contract Changes	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;
- q. 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

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) are to be replaced with Fisheries and Oceans Canada (DFO).

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIALSECURITY 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.

Proof of Insurance

- 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 titled Certificate of Insurance, <u>Annex A.</u>
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

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

5. Deductible

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

SC03 Aboriginal Business Certification

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any

3. such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Iqaluit Building Demolition, Coast Guard Iqaluit MCTS RX Site, Iqaluit, NU

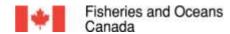
BA02	BUSINESS NAME AND ADDRESS OF BIDDER				
	Legal Name:				
	Operating Name (if any):				
	Address:				
	Telephone: Fax: PBN:				
	Email address:				
	Industrial Security Program Organisation Number (ISP ORG#):(when required)				
	Organizational Structure:				
	Corporate Entity Privately Owned Corporation Sole Proprietor Joint Venture				
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 must not be withdrawn for a period of thirty (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 all Work by <u>September 30, 2020</u>. See specifications for the project milestones.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T (2019-05-30), General Instructions – Construction Services – Bid Security Requirements.



BA08 ELECTRONIC PAYMENT OF INVOICES

Although electronic payment is the preferred method of payment, the Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

- a) Acquisition Card; or
- b) Direct Deposit (Domestic and International);

If you are the successful bidder on this or any other DFO requirement, you are encouraged to register with DFO for direct deposit. Contact DFO Corporate Accounting by e-mail: DFOAccountingHub@DFO-MPO.GC.CA to receive a form titled Recipient Electronic Payment Registration Request along with instructions for completion of the form.

Invoices submitted shall be paid in accordance with the General Conditions and <u>clause GC5, Terms of Payment</u>.

)	SIGNATURE	
	Name and title of person authorized to sign on b	pehalf of Bidder (type or print)
	Signature	Date



APPENDIX 1 – INTEGRITY REGIME VERIFICATION

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) require suppliers, regardless of their status under the Policy, to submit the following information when participating in a procurement process or real property transaction:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

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

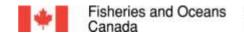
Bidders can print the Integrity Verification form and attach it as part of their bid

If bidder submitted an Integrity Declaration Form with the bid as detailed in sect	tion SI12 please complete the following:
Integrity Declaration Form was submitted with bid	_ (provide detail, such as email date, etc.)

APPENDIX 2 – LISTING OF SUBCONTRACTORS

- In accordance with section GCI07 Listing of Subcontractors and Suppliers of <u>R2710T</u> (2019-05-30) General Instructions -Construction Services – Bid Security Requirements the Bidder should provide a list of Subcontractors with their Bid.
- a) list the sub-contractors for specific divisions of work identified in the below chart and the estimated value of work.
- 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	Estimated Value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



APPENDIX 3- INUIT BENEFITS PLAN (IBP)

PART A - INUIT BENEFITS PLAN CRITERIA

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.

Contractor Selection:

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 30% Inuit Benefits Plan and 70% for the price.

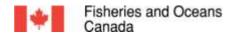
IBP Score = Bidder. Points x 30% Maximum Points Cost Score = Lowest Bid x 70% Bidder. Price

INUIT BENEFIT PLAN CRITERIA

BID CRITERIA The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.	TOTAL AVAIL. POINTS
1. HEAD OFFICE: Whether the Offeror, and/or the subcontractor(s), have to demonstrate the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area. Provide Street Address, contact name, telephone number and fax number. Yes = 5 points	5 Points
No = 0 points	

2. TRAINING:				15 Points	
Bidders will be evaluated on their undertaking of delivery of on-the-job training and apprenticeship					
Nunavut Settlement Area at no additional cost ui					
Apprenticeship is considered delivered when the	receiving individua	als have			
acquired certifiable work skills. This is typically a third party certification process.	chieved through ar	nindependent			
To establish the training score, each responsive	bid will be prorated	d against the			
bidder proposing the highest number of total Inui					
committing to the highest number of training hou	is receiving full po	mis.			
	T 5:	Terri e	Terri o		
	Bidder 1	Bidder 2	Bidder 3		
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours		
Calculation of points	20/60 =	35/60 =	60/60 =		
	33% of	58% of	100 % of		
	total points	total points available	total points		
	available	avanabio	available		
*** Penalty Conditions will apply to this criterion		·			
3. LABOUR:					
The employment of onsite Inuit in carrying out th	e work of the contr	acts. Bidder will			
be evaluated on their firm guarantee to use Inuit	from the Nunavut	Settlement Area			
in carrying out the work. The percentages identif labour hours regardless of whether they are Prin					
staff.	ie Contractor Stair	and/or Subcontr	actor		
Percentages should be supported by a list of spe					
staffed by onsite Inuit. Onsite Inuit employment wased on supporting documentation provided by				40 Points	
Representative if applicable.	the Contractor and	и Бераніпенка		Foilits	
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					
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.					

4. SUB-CONTRACTORS / SUPPLIERS:	40 Points
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 total dollar value of the Inuit contracting shall also include the contractor's share of the contract. Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:	
Estimated value of Contract: \$ Less Non-Inuit subcontracting: \$ = 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: _a % x total points = assigned points	
Example:	
Estimated value of Contract: $$100,000$ - Less Non-Inuit subcontracting: $$45,000$ = Total guaranteed for Inuit Subcontractors/Suppliers: $$55,000$ $$55,000 / $100,000 = 0.55 \times 100 = 55\%$ $$5 \% \times 40 = 22 \text{ points}$	
NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal businesses will be made through:	
The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/	
*** Penalty Conditions will apply to this criterion.	
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.

TABLE 1 - Head Office

Provide Current Business address in the Nunavut Settlement Area
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

TABLE 2- Guarantee of Inuit Training

Name and Position Title	Type of Training	Inuit Training Hours
(Provide name (s) where possible)		
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 No. Of onsite Person Hours for This Contract

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

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

Total Est. Cost for Supplies/Materials, Equipment and Services Procured from Inuit Companies for this Contract Total Bid Price =______%

Company Name	Inuit Company	Non Inuit Company
Bidder to include the value of work to		
be Subcontracted.		
Note: only auboentractors and		
Note: only subcontractors and suppliers that can be confirmed as		
Aboriginal businesses will be included		
in the calculations. Verification of		
Aboriginal businesses will be made in		
accordance with : 4 Subcontractors/		
Suppliers.		

Bidder Certification			
The Bidder must submit th submission, or prior to cor	· ·	antee is being provided, either at time of I	bid
INNUIT BENEFITS PLAN	NNUIT BENEFITS PLAN CERTIFICATION:		
PRINT NAME	SIGNATURE	DATE	
The bidder certifies its IE	BP guarantee for contracting subm	itted with its bid is accurate and compl	ete.



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 on at end of contract / 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.

Return Reports to:

Contracting Authority Name: tba

Email: tba

TABLE 1. Head Office

L	1 Tovide Outlett Basiliess address in the Nahavat Octionent Alea
ı	Contractor MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
п	

Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

TABLE 2- Guarantee of Inuit Training

Name and Position Title (Provide name (s) where possible)	Type of Training	Inuit Training Hours
Contractor 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 No. Of onsite Person Hours for This Contract

Provide Current Rusiness address in the Nunavut Settlement Area

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

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

Total Est. Cost for Supplies/Materials, Equipment and Services Procured from Inuit Companies for this Contract Total Bid Price =_____%

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

Contractor Certification	Y		
INNUIT BENEFITS PLAI	N ACHIEVEMENT CERTIFICATION:		
PRINT NAME	SIGNATURE	DATE	
The Contractor certifies complete.	s the information contained in the AC	HIEVEMENT TABLES is accura	ate and

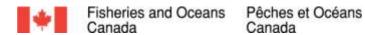
PART D - INUIT BENEFITS PLAN PENALTY/HOLDBACK CONDITIONS

- 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 fails to fulfill their certified training guarantee, an amount of up to 0.20% of the final contract value may be deducted from the hold back provisions or final payment. The Contractor will not be evaluated on their training achievements. (Table 1A)
- 3. 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 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
- 4. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit subcontractors/ suppliers guarantees, an amount of up to 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1C)
- 5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
- 6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- 7. Canada reserves the right, at their sole discretion, to reduce or eliminate 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.

TABLE 1A - ASSESSMENT OF INUIT TRAINING PENALTY			
ITEM #1	REQUIREMENT	WEIGHT	SCORE
1	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve their Inuit Training guarantees. 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 training guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP training guarantee. 28-40 points - Contractor demonstrated outstanding effort while	40	
2	attempting to meet the IBP training guarantee. TOTAL ASSESSED SCORE	40	
3	TOTAL CALCULATED PENALTY: (40 - total assessed score)% x (Final contract value) x 0.20%	\$	
4	COMMENTS/JUSTIFICATIONS:		
5	SIGNATURE OF EVALUATION PANEL: Departmental Representative: Technical Authority: Contracting Officer (PCA):		

TABLE 1B -	ASSESSMENT OF ONSITE INUIT LABOUR PENALTY	1	l
ITEM	REQUIREMENT	WEIGHT	SCORE
1	Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:	60	
	Guarantee percentage = Achieved =% * 60% Proposed %		
	Notes: percentage of 50% or less receives zero points		
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Inuit employment guarantees. 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 employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee	40	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.40%		
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: Technical Authority: Contracting Officer (PCA):		

TABLE 1C - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY					
ITEM	REQUIREMENT	WEIGHT	SCORE		
1	Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = Achieved =% * 60 % Proposed % Note: Guarantee percentage of 50% or less receives zero points.	60			
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees. 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.	40			
3	TOTAL ASSESSED SCORE	100			
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.40% \$				
5	COMMENTS/JUSTIFICATIONS:				
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: Technical Authority: Contracting Officer (PCA):				



ANNEX A- CERTIFICATE OF INSURANCE

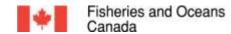
(Not required when submitting a bid)

484	Fisheries and Oceans
7	Canada

Pêches et Océans Canada

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Wo	ork					Contract No.			
		FP806-200012							
Iqaluit Building Demolition, Co		Project No.							
Name of Insurer, Broker or Agent Address (I		ss (No., Street)		City F		Province Postal Code			
Name of Insured (Contractor)	Addres	ss (No., Street)		City Province		e Postal Code			
Additional Insured									
Her Majesty the Queen in Right	t of Canada as rep	resented by I	Fisheries and	d Ocean (DFC))				
Type of Insurance	Insurer Name	Inception	Expiry						
(Required when Checked)	and Policy Number	Date D / M / Y	Date D / M / Y		Limits of	Liability			
	Number	D/W//I	D/W//I	Per	Annual Gener				
				Occurrence	Aggregate	Operations Aggregate			
Commercial General Liability				\$	\$	\$			
Umbrella/Excess Liability				\$	\$	\$			
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently									
in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.									
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone I	Number				
. , , , ,									
Signature Date D/M/Y						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 coverages 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 Fisheries and Oceans Canada (DFO) as an additional insured.

The Policy shall be endorsed to provide the Owner with not less than thirty (30) days notice in writing in advance of a 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.

ANNEX B - SPECIFICATIONS

Refer to Buy and Sell Attachment titled:

FP802-200012- SPECS- Iqaluit Building Removal.pdf

ANNEX C - DRAWINGS, PLANS, PHOTOS, OTHERS

FP802-200012-Appendix A- Site Locations and photographs FP802-200012-Appendix B- Summary of Submittals FP802-200012-Appendix C- Site Plan FP802-200012-Appendix D- Drawings FP802-200012-Appendix E- Designated Substance Survey