



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

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
Canada Place / Place du Canada
10th Floor / 10e étage
9700 Jasper Ave / 9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Demolish Staff House Building / Res Demolish Staff House Building / Resolute Bay House Demolition	
Solicitation No. - N° de l'invitation EW038-230491/A	Date 2022-08-11
Client Reference No. - N° de référence du client RCMP EW038-230491	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-005-12298
File No. - N° de dossier PWU-2-45013 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Daylight Saving Time MDT on - le 2022-08-30 Heure Avancée des Rocheuses HAR	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Virakorn, Matthew	Buyer Id - Id de l'acheteur pwu005
Telephone No. - N° de téléphone (780) 278-6153 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Jasper Ave NW EDMONTON Alberta T5J 4C3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

**This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada
(The Nunavut Agreement)**

INVITATION TO TENDER

Demolish Staff House Building / Resolute Bay House Demolition
Resolute Bay, NU

IMPORTANT NOTICE TO BIDDERS

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.

SC04 Compliance with on-site measures, standing orders, policies, and rules has been added

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI10 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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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 (2022-01-28)
- 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 matthew.virakorn@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI15 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 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 REVISION OF BID

A bid may be revised by letter, epost Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 413-566-6167.

SI04 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:

- a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada 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.

- b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
- c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
- d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
- e. Submitting copies (**non-original, non-verifiable or scanned copy**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.

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

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

SI05 SUBMISSION OF BID

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [CPC Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC is:

Keep the correct address for your region

Western: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an CPC Connect conversation, as detailed in c., or to send proposals through a CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.

- g. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.
- h. For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the CPC Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.

SI06 BID RESULTS

- 1. There will be no Public Opening for the purposes of this solicitation.
- 2. The responsive bid carrying the highest responsive combined rating of total Inuit Benefits Plan (IBP) merit and price will be recommended for contract award.
- 3. Following solicitation closing, bid results may be obtained by e-mail a request to matthew.virakorn@tpsgc-pwgsc.gc.ca

SI07 INSUFFICIENT FUNDING

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI08 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders 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

SI09 RIGHTS OF CANADA

1. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Enter into negotiations with bidders on any or all aspects of their bids;
- c. Accept any bid in whole or in part without negotiations;
- d. Cancel the bid solicitation at any time;
- e. Reissue the bid solicitation;
- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI10 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

SI11 BID CHALLENGE AND RECOURSE MECHANISMS

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

SI12 CONSTRUCTION DOCUMENTS

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

SI13 NUNAVUT DIRECTIVE

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

Inuit Benefits Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "C" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

1. Inuit employment (either directly or through subcontractors);
2. Inuit ownership (Contractor and subcontractors); and
3. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "F" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 3. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "F" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Limited to Firms on the Inuit Firm Registry (IFR)

This solicitation is limited for bidding among firms registered on the Inuit Firm Registry (IFR).

Registration on the Inuit Firm Registry (IFR)

- a. Only Bidders registered on the [Inuit Firm Registry \(IFR\)](#) may qualify for contract award.
- b. Bidders must be registered on the IFR *by 5 business days after bid closing*. If a bidder is not registered on the IFR by that time, their bid will be declared non responsive and given no further consideration.
- c. Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.

SI15 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, Contract Security Program
<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>

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)

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/R2710T/23>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws

- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

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	(2022-01-28);
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	R2860D	(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);
	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 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.
2. The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
 3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
 4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
 5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:

- 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

SC06 NUNAVUT DIRECTIVE

This contract is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Good Standing on the Inuit Firm Registry (IFR)

The contractor/supplier must be in good standing on the Inuit Firm Registry (IFR) for the duration of the contract in its entirety until final completion is achieved. Canada retains the right to confirm the contractor/supplier standing on the IFR at its discretion. Failure to maintain this standing may result in measures that could include Termination of contract for default.

Registered on the Inuit Firm Registry (IFR)

- a) The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.

Disclosure of Information

1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the Privacy Act (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 3. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area

- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "F" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Third Party Independent Professional

- 1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the IBP under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- 2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
- 3. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- 4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- 5. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
- 6. Nothing in this section limits any other remedy or action available to Canada under this contract.

IBP Deviations

- 1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- 2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- 3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.

4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

Canada's Inuit Benefits Plan Authority for the Contract is:

Name: Matthew Virakorn
Title: Procurement Officer
Department: Public Works and Government Services Canada
Telephone: 780-278-6153
E-mail: matthew.virakorn@pwgsc-tpsgc.gc.ca

The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority.

However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.

The Contractor's Inuit Benefits Plan Authority for the Contract is:

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

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

The Contractor's Inuit Benefits Plan Authority is the representative of the Contractor who is responsible for matters concerning Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the Inuit Benefits Plan may be discussed with the Contractor's Inuit Benefits Plan Authority.

IBP Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or

- c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 5% of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

Invoicing instructions - Progress payment claim - Supporting documentation required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:
 - a. all information required on form PWGSC-TPSGC 1111;
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. a copy of the monthly progress report;
 - b. a copy of a completed and up-to-date IBP Progress Report as described in Annex "E" (IBP Progress Report) of the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied, including any IBP Holdbacks. At the time the holdback is claimed, or if Canada determines that it is appropriate to release any portion of the IBP Holdbacks, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Demolish Staff House Building / Resolute Bay House Demolition
Resolute Bay, NU

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (when 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 of

\$ _____ excluding Applicable Taxe(s).
(amount in numbers)

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 (10) 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

APPENDIX 1 - MANDATORY HEALTH AND SAFETY – FOR WORK IN THE NORTHWEST TERRITORIES & NUNAVUT

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

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

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

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

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

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

2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
 - 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
 - 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

- 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
- 2.1.2.2 a site specific Health and Safety Plan as requested.

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

3. LABOUR AUTHORITY CONTACT:

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

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

NUNAVUT

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

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

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

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

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

APPENDIX 2 – INTEGRITY PROVISIONS

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

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

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

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		

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

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 C*

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:

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

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Demolish Staff House Building / Resolute Bay House Demolition Resolute Bay, NU	Contract No.
	Project No. EW038-230491

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.

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

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.

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 – QUALIFICATION FORM

EVALUATION AND RATING

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial and Inuit Benefits Plan evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the bids.

Highest combined rating of Inuit Benefits Plan commitment and price – Limited to Inuit Firm Registry

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria, including being registered on the [Inuit Firm Registry \(IFR\)](#);
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, and price. The ratio will be 30% for the total IBP merit and 70% for price.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70% as follows: lowest evaluated price / bid price, multiplied by the ratio of 70% .
5. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
6. The total IBP merit score is the combined sum total of all individual IBP merit scores.
 - i. Inuit Employment 10%
 - ii. Inuit Ownership (Contractor and subcontractors) 10%
 - iii. Location in the Nunavut Settlement Area (NSA) 10%
7. For each responsive bid, the total IBP merit score for each criterion and the pricing score will be added to determine its combined rating.
8. The responsive bid with the lowest evaluated price will not necessarily be accepted. The responsive bid with the highest combined rating of total IBP merit score and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of total IBP merit score and pricing score, respectively. In this example, Inuit employment is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 10%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

EXAMPLE: Basis of Selection - Highest Combined Rating of Total IBP Merit (30%) and Price (70%).

		Bidder 1	Bidder 2	Bidder 3
	Bid Evaluated Price	\$16,000	\$17,000	\$20,000
Inuit Benefits Plan	Inuit Employment Score	31.75/40	32.75/40	33.75/40
	Inuit Ownership Score	15/40	35/40	25/40
	Location in NSA Score	10/10	10/10	10/10
Calculations: Price	Pricing Score	16/16 x 70 = 70	16/17 x 70 = 65.90	16/20 x 70 = 56

Calculations: Total IBP Merit Score	Inuit Employment Merit Score	31.75/40 x 10 = 7.94	32.75/40 x 10 = 8.19	33.75/40 x 10 = 8.4375
	Inuit Ownership Merit Score	15/40 x 10 = 3.75	35/40 x 10 = 8.75	25/40 x 10 = 6.25
	Location in NSA Merit Score	10/10 x 10 = 10.0	10/10 x 10 = 10.0	10/10 x 10 = 10.0
Combined Rating		91.69	92.82	80.69
Overall Rating		2nd	1st	3rd

ANNEX D – INUIT BENEFITS PLAN (IBP) NUNAVUT DIRECTIVE

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex E (INUIT BENEFITS PLAN EVALUATION).

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at: https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR).
(<https://inuitfirm.tunngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

Commitment Table 1 – EIE Commitment

Dollar value must be the gross dollar value that will be paid (in CAD) to the EIEs for work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

1-A Total EIE

Period: _____

ITEM	Position	EIE Staff (S)	Dollar Value
EIE - 1			\$
EIE - 2			\$
EIE - 3			\$
EIE - 4			\$
Total			\$

Total	Total EIE Staff (Contractor and subcontractor)	Total Dollar Value (Contractor and subcontractor)
	(S1)	\$ (A2)

IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in Annex E (INUIT BENEFITS PLAN EVALUATION).

Bidders must clearly indicate where in their proposal this information has been provided.

INUIT OWNERSHIP

Commitment Table 2 – Inuit Ownership Commitment

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

2-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Period: _____

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
IFR-4				\$
IFR-5				\$
IFR-6				\$
Total				

Total IFR (Contractor/Subcontractor/Supplier)	Total Dollar Value (Contractor and subcontractor)	
	\$	(F)

IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation in Annex E (INUIT BENEFITS PLAN EVALUATION).</p> <p>Bidders must clearly indicate where in their proposal this information has been provided.</p>

Commitment Table 3 – NSA Location Commitment

3-A Location of Business in the NSA

Period: _____

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

ANNEX E – INUIT BENEFITS PLAN EVALUATION

Commitment Tables

Bidders should fill out the commitment tables for each criteria at Annex “D” (INUIT BENEFITS PLAN) to be awarded points, adding lines to such tables as need be.

Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled “Basis of selection”.

Score Calculations for IBP Commitments

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

EXAMPLE

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment Total points available = 10	45	60	35
		$45/60 \times 10 = 7.5$	$60/60 \times 10 = 10$	$35/60 \times 10 = 5.8$
1.2	EIE Dollar Value Commitment Total points available = 10	\$5000	\$5500	\$6000
		$\$5000/\$6000 \times 10 = 8.3$	$\$5500/\$6000 \times 10 = 9.2$	$\$6000/\$6000 \times 10 = 10$
1.3	EIE IBP Commitment Implementation Total points available = 10	See “Score Calculations for IBP Commitment Implementation”		
		8	4	10
Inuit Employment Score (30 Points available) :		23.8/30	23.2/30	25.8/30

Evaluation of IBP Commitment Implementation

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the “IBP Commitment Implementation” section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

Score Calculations for IBP Commitment Implementation

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

INUIT BENEFITS PLAN CRITERIA

INUIT EMPLOYMENT

EIE Commitment This criterion is worth 10% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A at Annex D (INUIT BENEFITS PLAN).		
1.1	EIE – Staffing Commitment Bidders will be evaluated on their commitment to employ EIEs, in carrying out the work. The commitments below relate specifically to EIEs regardless of whether employed by the Contractor or subcontractor. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total EIEs – Quality Factor (Contractor and subcontractor): _____ (SR1)	/3
1.2	EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIEs, in carrying out the work. The commitments identified below relate specifically to the total dollar value to be paid to EIEs regardless of whether employed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total dollar value of EIEs (Contractor and subcontractor): \$ _____ (S2)	/4
1.3	EIE – IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments. The following is information required, at a minimum, to demonstrate Inuit labour commitment: <ul style="list-style-type: none"> • experience to be gained; • the sustainability of the jobs; • human resource strategies for Inuit recruitment, • human resource strategy for retention, succession planning and staff management • To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship, trade and occupations certification Unit (https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification). • Timelines e.g. Phases/ramp up/tear down. E.g. Engagement with potential subcontractors has taken place, establishment of relationships with business development corps, staffing operations are being planned or are ongoing, identifies potential risks/barriers and details risk mitigation strategies with respect to IBP delivery.	/3
<div>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria. Receives 0% of the points assigned to the criteria.</div> <div>Proposed approach has significant weaknesses and is not likely to meet the requirements. Receives 20% of the points assigned to a criterion.</div> <div>Proposed approach has weaknesses and is not likely to meet all of the requirements. Receives 40% of the points assigned to a criterion.</div> <div>Proposed approach has minor weaknesses and is likely to meet most of the requirements. Receives 60% of the points assigned to a criterion.</div> <div>Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. Receives 80% of the points assigned to a criterion.</div>		

	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. Receives 100% of the points assigned to a criterion.	
Total Points Available for EIE Staffing		/10

INUIT OWNERSHIP

This criterion is worth 10% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-A at Annex D (INUIT BENEFITS PLAN).		
2.1	Inuit Ownership – Dollar value Commitment The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract. Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses. 1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract. Eligible Inuit Ownership commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments. Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)	/8
2.2	Inuit Ownership - IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures for their deliver on the Inuit Ownership (of Contractor/sub-contractor/suppliers) criteria. The following is information required, at a minimum, to demonstrate Inuit ownership commitment: <ul style="list-style-type: none"> • Engagements with IFR contractors and subcontractors • Confirmation of availability for the envisaged contract period or have a pre-contract been signed. E.g. Engagement with potential subcontractors has taken place, establishment of relationships with business development corps, staffing operations are being planned or are ongoing, identifies potential risks/barriers and details risk mitigation strategies with respect to IBP delivery. <div>Information submitted was not relevant to the criterion or failed to submit any documentation related to this criteria.</div> <div>Receives 0% of the points assigned to the criteria.</div> <div>Proposed approach has significant weaknesses and is not likely to meet the requirements.</div> <div>Receives 20% of the points assigned to a criterion.</div> <div>Proposed approach has weaknesses and is not likely to meet all of the requirements.</div> <div>Receives 40% of the points assigned to a criterion.</div>	/2

	Proposed approach has minor weaknesses and is likely to meet most of the requirements. Receives 60% of the points assigned to a criterion.	
	Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. Receives 80% of the points assigned to a criterion.	
	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. Receives 100% of the points assigned to a criterion.	
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)		/10

LOCATION IN THE NUNAVUT SETTLEMENT AREA

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 10% of the bid evaluation points available IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 3-A at Annex D (INUIT BENEFITS PLAN).		
4.1	NSA Location – Commitment Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract. Contractor may have head offices, administrative offices, or other staffed facilities. A maximum of 10 points will be assigned for this criterion. Points will be assigned as follows: Location in the NSA (10 points) 1. Staffed Facilities (10 points) Bidders must provide supporting documentation regarding the locations submitted. Information to include: <ul style="list-style-type: none"> a description of the locations, including addresses; describe the nature of the firm's presence in the NSA; and number of years the firm has been in the identified locations in the NSA. 	/10
Total Points Available for Inuit Location		/10

ANNEX F – IBP PROGRESS REPORT & ASSESSMENT OF IBP HOLDBACK

IBP PROGRESS REPORT

The IBP Progress Report is comprised of 3 tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each period (per progress payment) of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g. name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform the Contracting Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

Key Terms

1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

INUIT EMPLOYMENT

Table 1 – EIE Progress Report.

"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE for that position for the work performed under the contract. Add as many lines as need be in the below table. Positions and type of work must also correspond with those committed to in the Contractor's IBP.

Period: _____

1-A Total EIE

ITEM	Hourly Rate	EIE Hours in this Period	Dollar Value paid to EIE in this Period		Number of EIE staffed in this Period	
		Achieved	Committed	Achieved	Committed	Current
EIE - 1	\$		\$	\$		
EIE - 2	\$		\$	\$		
EIE - 3	\$		\$	\$		
Total for this Period			\$	\$		

1-B EIE Cumulative

		Total Dollar Value committed for EIE in the IBP (A2)	\$	Total EIE Staff committed in the IBP (\$1)	
Total of EIE Hours for all Periods, up to now and including this one		Total Dollar Value paid to EIE for all Periods, up to now and including this one.		Number of EIE staffed for all Periods, up to now and including this one	
		Total Dollar Value remaining to meet commitment	\$	Total EIE to be staffed to meet staffing commitment	

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

INUIT OWNERSHIP

Table 2 – Inuit Ownership Progress Report

2-A Total Inuit Contractor/Sub-Contracting/Supplier

Period: _____

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Period for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Period				\$	\$

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Periods, including this one.	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
Total Dollar Value remaining	\$

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 3– NSA Location Commitment Progress Report

3-A Location of Business in the NSA

Period: _____

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

Contractor Certification

IBP PROGRESS CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

CONTRACT NUMBER: _____

The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.

The Contractor further certifies, and is prepared to provide support to demonstrate, that:

- 1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and**
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.**

ASSESSMENT OF IBP HOLDBACK

Holdback – for the non-performance of IBP commitments **For the successful Contractor only.**

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 5% of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.