

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet CHARS - Household Appliances	
Solicitation No. - N° de l'invitation A7122-145701/A	Date 2015-05-19
Client Reference No. - N° de référence du client A7122-145701	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-015-9467	
File No. - N° de dossier WPG-4-37311 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-29	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Klassen, Chaz	Buyer Id - Id de l'acheteur wpg015
Telephone No. - N° de téléphone (204) 228-6756 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA 14TH FLOOR, ROOM 1402H 15 EDDY ST GATINEAU Quebec K1A0H4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

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

Solicitation No. - N° de l'invitation

A7122-145701/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg015

Client Ref. No. - N° de réf. du client

A7122-145701

File No. - N° du dossier

WPG-4-37311

CCC No./N° CCC - FMS No/ N° VME

Please see attached.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 SET-ASIDE FOR COMPREHENSIVE LAND CLAIMS AGREEMENT(S) BENEFICIARIES.....	2
1.4 DEBRIEFINGS	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.5 APPLICABLE LAWS.....	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES.....	5
PART 5 - CERTIFICATIONS.....	6
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	8
6.2 REQUIREMENT	8
6.2.1 OPTIONAL GOODS AND/OR SERVICES.....	8
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF CONTRACT	8
6.5 AUTHORITIES	8
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	10
6.8 CERTIFICATIONS	10
6.9 APPLICABLE LAWS.....	10
6.10 PRIORITY OF DOCUMENTS	10
6.11 SACC <i>MANUAL</i> CLAUSES	11
6.13 LIQUIDATED DAMAGES	11
ANNEX "A"	14
REQUIREMENT	14
ANNEX "B"	17
BASIS OF PAYMENT	17
ANNEX C	20
POINT RATED EVALATION CRITERIA.....	20
ANNEX D	23
INUIT OPPORTUNITIES CONSIDERATIONS	23

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries

This procurement is reserved for beneficiaries of the following Comprehensive Land Claims Agreement(s) (CLCAs):

Nunavut Land Claims Agreement (NLCA)

The benefits that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Land Claims Agreement (NCLA).

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003(2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies) (and 1 soft copies on CD,DVD, or USB)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures.

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Ability to perform the full scope of work as described in Annex "A"- Requirement,
- (b) Ability to provide a range of standard color finishes for the items described at Annex "A"- Requirement,
- (c) Provision of Point Rated Technical Criteria requirements, as described in Annex C – Point Rated Evaluation Criteria.
- (d) Provision of pricing as detailed in Annex B, Basis of Payment.

4.1.1.2 Inuit Opportunity Considerations

In this requirement "Inuit Opportunity Considerations" will form part of a bidder's technical bid, in accordance with the criteria listed in Annex C and Annex D.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection –Highest combined rating of technical merit and price

- 4.2.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria Mandatory Technical Criteria 1 (MTC1); and
 - c. obtain the required minimum of 60% (24 points) points for the MTC1 only, which are subject to point rating. The rating is performed on a scale of 40 points.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4.2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

- 4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, Technical Criteria 2 (see Annex C) and price will be recommended for award of a contract. Where two or more proposals achieve the identical highest combined technical and financial score, the proposal with the lowest total price will be recommended for contract award.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Example: Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide household appliances and televisions, in accordance with the Requirement at Annex "A".

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Requirement, and at Annex B – Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor, within 3 months of the desired delivery date.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A](#) (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of Contract

The term of contract will be from contract award to October 15, 2015.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

Solicitation No. - N° de l'invitation
A7122-145701/A
Client Ref. No. - N° de réf. du client
A7122-145701

Amd. No. - N° de la modif.
File No. - N° du dossier
A7122-145701/

Buyer ID - Id de l'acheteur
wpg015
CCC No./N° CCC - FMS No./N° VME

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chaz Klassen
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Ave. Winnipeg MB
Telephone: 204-228-6756
Facsimile: 204-983-7796
E-mail address: chaz.klassen@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: *to be identified at contract award*

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (*Bidder to Complete*)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price in Annex B, Basis of Payment, for a cost of \$ _____ *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A – Medium Complexity – Goods(2014-11-27);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;

- (e) Annex C, Point Rated Evaluation Criteria
- (f) Annex D, Inuit Opportunities Considerations
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods
C5201C	(2008-05-12)	Prepaid Transportation Costs
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor
D5328C	(2007-11-30)	Inspection and Acceptance
G1005C	(2008-05-12)	Insurance

6.12 Nunavut Land Claims Agreement - Evaluation Criteria

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

6.12.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

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

6.13 Liquidated Damages

1. The contractor acknowledges that:

1.1 the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and

1.2 pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the ITT or RFP and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1 The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;

1.2.2 The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.

1.2.3 The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

COMMITMENT – Related to Point Rated Technical Criteria 2 ONLY	ASSIGNED POINTS
1. a) The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area.	
2. The employment of Inuit labor in: (a) carrying out the delivery and/or; (b) the maintenance of appliances and electronics and/or; Points will be assigned based on the following (1 points for each item)	
3. Use of suppliers that are Inuit or Inuit firms in carrying out the contract. (a) provision of the goods, as described in Annex A – Requirement (1 point), and/or; (b) carrying out the delivery and/or (2 points); (c) the maintenance of appliances and electronics (2 points)	
4. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit. (a) carrying out the delivery and/or; (b) the maintenance of appliances and electronics Points will be assigned based on the following (1 points for each item)	
TOTAL POSSIBLE POINTS	

3. The contractor acknowledges that the "Benefits Plan":

3.1 are covenants under this contract; and

3.2 each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the " Benefits Plan ", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each " Benefits Plan " in paragraph 3.2.

5. The Contractor further acknowledges that:

Solicitation No. - N° de l'invitation
A7122-145701/A
Client Ref. No. - N° de réf. du client
A7122-145701

Amd. No. - N° de la modif.
File No. - N° du dossier
A7122-145701/

Buyer ID - Id de l'acheteur
wpg015
CCC No./N° CCC - FMS No./N° VME

5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

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

ANNEX "A"

REQUIREMENT

This requirement is for the supply, delivery, and installation of various household electronics and appliances, for destination to the Canadian High Arctic Research Station in Cambridge Bay, Nunavut. Contract must provide the items described in the table detailed below. Additional specifications are provided in Annex A1 – CHARS Triplex Appliance Schedule.

In addition to the specifications described there, Contractor must provide:

1. Standard limited one year after sales service on parts and labour.
2. Standard One-year Product Warranty
3. Inuit Opportunity Considerations– Report:

The Contractor must submit a detailed and verifiable report on the implementation of the Inuit Opportunity Considerations Plan accomplished in the contract with final progress payment/ or invoice. It shall provide for each transaction listed in the Inuit Opportunity Considerations Plan and what was actually accomplished and the dollar value of the benefit(s). The final verification report must also provide or include details on the specific transactions that the Contractor proposed to accomplish in the optional contract years for additional appliances/electronic purchases. The final verification report must provide concrete details on how each transaction was carried out, the proposed objectives and schedule, the required resources, and what benefits (for example, employment or skills development, or other) was provided. Further details to address:

- i. Use of suppliers that are Inuit or Inuit firms
- ii. specifying the percentage of the overall labour force that was Inuit labour,
- iii. Number of hours of Inuit labour used,
- iv. dollar value of benefits to the Inuit community

Bidders must note that the resulting contract may be used to provide additional appliances and electronics to additional locations, related to the CHARS program delivery.

Item	Quantity Required By Oct. 15 2015	Quantity on Reserve	Quantity Total	Specifications
ELECTRONICS				
Television	6	1	7	EnerGuide rated. Minimum 42 inches or more. Flat-panel LED LCDs of either 720p or 1080p resolution, can display HD sources. with high-def. Accessories: Wall mounting kit and free standing mount support capabilities Power Source: Electric

APPLIANCES				The Large kitchen and laundry appliances are to be EnerGuide rated and are to include the following major appliances:
Refrigerator	6		6	Refrigerator (Single or double door) / Freezer Combination: min. 0.57 m3 max. 500 kWh per year Size: 33"W X 67"H maximum. Single Door Swings: 4 right and 2 left Exterior: Stainless Steel. Power Source: Electric
Oven/Cooktop	6		6	Max. 500 kWh per year. Smooth cooking surface preferred SIZE: 30" wide Exterior: Stainless Steel. Power Source: Electric
Microwave	6		6	<u>General Information</u> Installation - Standard countertop microwave Power - Power Source: 120 V / 60 Hz Output Power (Max):1000 W Power Consumption (Microwave): 1500 W Control Method: Electronic (Membrane) Cavity Interior: Epoxy Size: 22.5" W X 18" D X 17" high max Door Swing: Left or right Exterior: Stainless Steel. Power Source: Electric
Dishwasher	6		6	Max. 260 kWh per year Max. 11 L/cycles Maximum Water Factor. Max. 50 decibels Rating. Size: 24" W Exterior: Stainless Steel. Power Source: Electric
Clothes Washer	6		6	125 kWh/year , water consumption of 50 L/cycle and a tub capacity of at least 100 L. Style: Front Load Door Swing: 4 right and 2 left Size: 28" W max. Exterior: Stainless Steel. Power Source: Electric

Solicitation No. - N° de l'invitation
A7122-145701/A
Client Ref. No. - N° de réf. du client
A7122-145701

Amd. No. - N° de la modif.
File No. - N° du dossier
A7122-145701/

Buyer ID - Id de l'acheteur
wpg015
CCC No./N° CCC - FMS No./N° VME

Clothes Dryer	6		6	Clothes dryer with maximum electrical power consumption of less then 550 kWh per year. Style: Front load Door Swing: 2 right and 4 left Size: 28" W max. Exterior: Stainless Steel. Power Source: Electric
---------------	---	--	---	--

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

Pricing must be firm unit price including all costs associated with providing the electronics and appliances in accordance with requirement at Annex A, including all shipping and offloading charges, FOB destination.

FOB Destination: Aboriginal Affairs and Northern Development Canada
Cambridge Bay, Nunavut

Note: bids will be evaluated in CAD funds using the Bank of Canada conversion rate on bid closing date.

Pricing Schedule 1: Contract Award to October 31 2015

Item No.	Item Description	Unit of Measure	Quantity	Firm Unit Price	Extended Price
1	Television	Each	7	\$ _____	\$ _____
2	Refrigerator	Each	6	\$ _____	\$ _____
3	Oven/Cook top	Each	6	\$ _____	\$ _____
4	Microwave	Each	6	\$ _____	\$ _____
5	Dishwasher	Each	6	\$ _____	\$ _____
6	Clothes Washer	Each	6	\$ _____	\$ _____
7	Clothes Dryer	Each	6	\$ _____	\$ _____
Subtotal Pricing Schedule 1					\$ _____

Pricing Schedule 2: Option Year 1: November 1 2015 – October 31 2016

Item No.	Item Description	Unit of Measure	Quantity	Firm Unit Price	Extended Price
1	Television	Each	2	\$ _____	\$ _____
2	Refrigerator	Each	2	\$ _____	\$ _____
3	Oven/Cook top	Each	2	\$ _____	\$ _____
4	Microwave	Each	2	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
A7122-145701/A
Client Ref. No. - N° de réf. du client
A7122-145701

Amd. No. - N° de la modif.
File No. - N° du dossier
A7122-145701/

Buyer ID - Id de l'acheteur
wpg015
CCC No./N° CCC - FMS No./N° VME

5	Dishwasher	Each	2	\$	\$
6	Clothes Washer	Each	2	\$	\$
7	Clothes Dryer	Each	2	\$	\$
Subtotal Pricing Schedule 2					\$

Pricing Schedule 3: Option Year 2: November 1 2016 – October 31 2017

Item No.	Item Description	Unit of Measure	Quantity	Firm Unit Price	Extended Price
1	Television	Each	2	\$	\$
2	Refrigerator	Each	2	\$	\$
3	Oven/Cook top	Each	2	\$	\$
4	Microwave	Each	2	\$	\$
5	Dishwasher	Each	2	\$	\$
6	Clothes Washer	Each	2	\$	\$
7	Clothes Dryer	Each	2	\$	\$
Subtotal Pricing Schedule 3					\$

Pricing Schedule 4: Option Year 3: November 1 2017 – October 31 2018

Item No.	Item Description	Unit of Measure	Quantity	Firm Unit Price	Extended Price
1	Television	Each	2	\$	\$
2	Refrigerator	Each	2	\$	\$
3	Oven/Cook top	Each	2	\$	\$
4	Microwave	Each	2	\$	\$
5	Dishwasher	Each	2	\$	\$
6	Clothes Washer	Each	2	\$	\$
7	Clothes Dryer	Each	2	\$	\$
Subtotal Pricing Schedule 4					\$

Solicitation No. - N° de l'invitation
A7122-145701/A
Client Ref. No. - N° de réf. du client
A7122-145701

Amd. No. - N° de la modif.
File No. - N° du dossier
A7122-145701/

Buyer ID - Id de l'acheteur
wpg015
CCC No./N° CCC - FMS No./N° VME

Pricing Schedule 5: Option Year 4: November 1 2018 – October 31 2019

Item No.	Item Description	Unit of Measure	Quantity	Firm Unit Price	Extended Price
1	Television	Each	2	\$ _____	\$ _____
2	Refrigerator	Each	2	\$ _____	\$ _____
3	Oven/Cook top	Each	2	\$ _____	\$ _____
4	Microwave	Each	2	\$ _____	\$ _____
5	Dishwasher	Each	2	\$ _____	\$ _____
6	Clothes Washer	Each	2	\$ _____	\$ _____
7	Clothes Dryer	Each	2	\$ _____	\$ _____
Subtotal Pricing Schedule 5					\$ _____

Pricing Schedule Summary

Item No.	Item Description	Extended Price
1	Pricing Schedule 1	\$ _____
2	Pricing Schedule 2	\$ _____
3	Pricing Schedule 3	\$ _____
4	Pricing Schedule 4	\$ _____
5	Pricing Schedule 5	\$ _____
Total Evaluated Price		\$ _____

ANNEX C

POINT RATED EVALATION CRITERIA

Part A:

1. Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document, and should submit an Inuit Opportunity Considerations Plan (IOCP) for the Nunavut Land Claim Agreement (see Part B:below).

Point Rated Technical Criteria 1 – Delivery Plan	AVAILABLE POINTS
1. Bidder must clearly demonstrate in their bid a Delivery plan that details how they will:	
a. Deliver of appliances/electronics on or before October 8, 2015, including coordination plan for receipt of goods once in Cambridge Bay, Nunavut, and coordination for removal from sea-cans to site.	12 Points
b. Describe a contingency plan that addresses possible issues with delivery to Cambridge Bay, Nunavut.	12 Points
c. Describe your plan to provide delivery to Cambridge Bay, Nunavut, detailing the transportation methods you will employ (i.e.: truck, and/or sea-lift and/or air-lift transport)	16 Points
TOTAL POSSIBLE POINTS	40 Points
(Minimum Pass Mark)	(24 Points)

Part B:

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

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

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

1. Opportunities and Considerations

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria. The Bidder should reasonably demonstrate how it will comply with the following conditions (as defined in the Nunavut Land Claims Agreement), as it related to the provision, delivery, and installation of goods related to the CHARS program.

Bidders should refer to Annex D – Inuit Opportunity Considerations for Nunavut Land Claim Agreement for more information.

Point Rated Technical Criteria 2 – Inuit Opportunity Considerations Plan	AVAILABLE POINTS
1. a) The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area.	1 Point
2. The employment of Inuit labor in: (a) carrying out the delivery and/or; (b) the maintenance of appliances and electronics and/or; Points will be assigned based on the following (1 points for each item)	2 Points
3. Use of suppliers that are Inuit or Inuit firms in carrying out the contract. (a) provision of the goods, as described in Annex A – Requirement (1 point), and/or; (b) carrying out the delivery and/or (2 points); (c) the maintenance of appliances and electronics (2 points)	5 Points
4. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit. (a) carrying out the delivery and/or; (b) the maintenance of appliances and electronics Points will be assigned based on the following (1 points for each item)	2 Points
TOTAL POSSIBLE POINTS	10 Points

Collectively hereinafter referred to as a "Inuit Opportunity Considerations Plan".

The Bidder should include a preliminary Inuit Opportunity Considerations Plan with their bid. Within 10 working days of contract award, the Contractor must submit to the Project Authority and Contracting Authority a finalized Inuit Opportunity Considerations Plan, based on the preliminary plan submitted as part of their bid.

For purposes of interpretation:

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

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

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

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

3. Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for its Inuit Opportunity Considerations Plan appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

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

4. Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Benefits Plan" to evaluate bids; and
- b) the Inuit Opportunity Considerations Plan shall become covenants under any contract(s) resulting from this solicitation.

Appendix A: Evaluation and Rating Grid Guidelines

	Maximum Score	1 Point	2 Points	5 Points	12 Points	16 Points
Categories of Responses						
Excellent	Exceptional. Should ensure extremely effective performance.	1	2	5	9-12	12-16
Very Good	Above Average. More than adequate for effective performance	1	2	3	6-9	8-12
Good	Average. Should be adequate for effective performance	1	1	2	3-6	4-8
Unsatisfactory	Unacceptable. Insufficient detail for performance requirements	0	0	0	0-3	0-4

ANNEX D

INUIT OPPORTUNITIES CONSIDERATIONS

The Inuit Opportunity Considerations Plan and any relevant associated plans thereof as described in Annex C – Point Rated Criteria, should be in sufficient detail to allow the Contracting Authority and Project Authority to assess the quality, value and the probability of meeting the objectives therein.

The Inuit Opportunity Considerations Plan may include the following:

(a) a clear statement of the Nunavut Land Claims Agreement content that the Contractor proposes to provide. This could be expressed in dollars and as a percentage of the total contract value.

(b) an Human Resources Plan that details how (if any) the Contractor and/or its contractor(s) and/or sub-contractor(s) intends to maximize the use of Inuit employment. The Human Resources Plan should address how the employment of Inuit people (if any) would be managed and should address:

- (i) details on the work to be carried out for each position to be filled by an Inuit person;
- (ii) strategies for recruitment of Inuit persons, which could include engagement with the Canadian High Arctic Research Station (CHARS) - Cambridge Bay Steering Committee and reference to the Nunavut Tungavik Inc Inuit Firm Registry Data Base at <http://inuitfirm.tunngavik.com/>;
- (iii) strategies for retention of Inuit persons;

(c) a Supply and Services Plan that details how (if any) the Contractor and/or its contractor(s) and/or its subcontractor(s) intend to maximize the Inuit provision of goods or services. The Supply and Services Plan should break out and separately account for the details on the supplies, equipment and services (if any) procured from Inuit Suppliers or Inuit Firms.

(d) a Skills Development Plan that details how (if any) the Contractor and/or its contractor(s) and/or its subcontractor(s) intends to maximize the training and skills development of Inuit persons. The Skills Development Plan should address how training of Inuit people will be managed, considering the cultural cycles of Inuit life, the capacity of the Offeror's/Lessor's staff and / or its contractor's staff and / or its sub-contractors staff to supervise, monitor, support and coordinate trainees as well as the availability of training facilities in the North. The Skills Development Plan should address the use of:

- (i) Apprenticeship programs;
- (ii) On the job training and
- (iii) In-house training programs.