



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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet In-Situ Observational Systems	
Solicitation No. - N° de l'invitation A7100-174040/A	Date 2018-04-18
Client Reference No. - N° de référence du client A7100-174040	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-113-10526	
File No. - N° de dossier WPG-7-40242 (113)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-29	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: Chubey, Karen	Buyer Id - Id de l'acheteur wpg113
Telephone No. - N° de téléphone (204) 291-5928 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Institute of Ocean Sciences Mike Dempsey/Bill Williams 9860 West Saanich Rd. Sidney BC V8L 4B2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

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

1.2 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s): Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada

1.3 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

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](#) (2017-04-27) 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: 90 days

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of Material – Bid

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 ten (10) calendar 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.

2.4 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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Technical Bid (2 hard copies)

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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information 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

Bidder must complete the Compliance Matrix detailed in Annex A, Requirement. Completion is defined as indication of compliance and cross-reference to each mandatory criterion as outlined in Annex A, Requirement.

4.1.1.2 Inuit Benefits Plan (IBP)

In this requirement, the Inuit Benefits Plan will form part of a bidder's technical bid, in accordance with the criteria listed in Annex D.

In this requirement, it is not mandatory for Offerors to include the Inuit Benefit Plan (IBP) as part of their proposal.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical IBP Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of "0" points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.
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 10%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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 and price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 the Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

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](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ (To be inserted at Contract Award)

6.4.2 Delivery Date

While delivery is requested by June 29, 2018, the best delivery that could be offered is _____

6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

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

6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Karen Chubey
Procurement Specialist
Public Works and Government Services Canada
Acquisitions and Compensation Branch
100 - 167 Lombard Avenue
Winnipeg, MB. R3B 0T6

Telephone: 204 291-5928
Fax: 204 983-7796
Email: karen.chubey@pwgsc-tpsgc.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 Technical Authority

The Technical Authority for the Contract is: **(To be inserted at Contract award)**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

The Technical 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 Technical Authority, however the Technical 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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

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 firm unit prices, as specified in Annex "B" for a cost of \$ _____ **(To be inserted at Contract award)**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Single Payment

H1000C (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): **(To be inserted at Contract award)**

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 following address for certification and payment.

(To be inserted at Contract Award)

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) Annex D, Nunavut Agreement;
- (f) the Contractor's bid dated _____ **(To be inserted at contract award)**

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6.11 **SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods
C5201C (2008-05-12) Prepaid Transportation Costs
D5328C (2014-06-26) Inspection and Acceptance
G1005C (2016-01-28) Insurance - No Specific Requirement

ANNEX "A"

STATEMENT OF REQUIREMENT

The Canadian High Arctic Research Station (CHARS) has a requirement for the supply and delivery of four (4) in-situ observational systems to be deployed within Arctic rivers. These in-situ observational systems (herein referred to as "River Moorings") are to be comprised of internally-logging, standalone sensors, procured through this RFP, which will be delivered to the Institute of Ocean Sciences, Sidney, BC. The river moorings must include all Instrumentation components necessary to assemble four (4) independent mooring systems to deploy for shallow water data collection within Arctic rivers at their outlet to the ocean (a mix of fresh and brackish waters).

The River Moorings are required to measure key physical and biogeochemical parameters of Arctic riverine systems through the open water period. The river moorings are crucial to capture the peak river discharge in early spring, when the ocean is still ice covered and inaccessible without an ice-breaker.

COMPLIANCE MATRIX – Minimum Mandatory Performance Specifications

It is mandatory that Bidders demonstrate compliance with the mandatory performance specifications outlined below in the Compliance Matrix.

Instructions:

1. Bidders are to provide supporting performance documentation for the specifications detailed in the Compliance Matrix. Bidders are to cross-reference where the supporting documentation is found within the proposal to demonstrate compliance. Bidders are to clearly demonstrate compliance with the specifications.
2. Supporting technical documentation, such as specification sheets, performance brochures, and photographs or illustrations should provide adequate detail to substantiate that the goods offered meet the technical requirements. It is the Bidders responsibility to ensure that the submitted technical documentation provides adequate detail to prove that the proposed product(s) meet the requirements of the technical specification. If specific published technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the complete specification and/or literature is not submitted at bid closing, the Contracting Authority will notify the Bidder that they have 2 business days to provide the requested documents. Failure to do so, and the Bidder will be deemed non-responsive and given no further consideration.
4. Canada will not evaluate information such as references to Web site addresses where additional information can be found.

5. Bidders must address any concerns with the Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

6. Failure to meet the minimum mandatory specifications will result in your proposal being deemed non-responsive, and be given no further consideration in the evaluation process.

Compliance Matrix: In-situ Sensor and Data Logger requirements for River Moorings

<u>Completion and submission of Mandatory Performance Specification is required to be considered responsive and for your offer to be given further consideration.</u>		
<p>a. Bidder must cross reference where in their technical offer, the performance specification is located.</p> <p>b. Provide the specification being offered which meets or exceeds <u>and cross-reference as to where the supporting documentation is found within your proposal</u>. If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your offer. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., prepare a written narrative complete with a detailed explanation of how its offer demonstrates compliance.</p>		
<u>All work and materials herein specified must meet and maintain minimum Canadian and Provincial certification(s) and approval(s) as applicable by Industry Standards.</u>		
Item	Specifications	Bidder Response: indicate how they meet the specifications addressed below/ cross-reference where this technical specification is indicated in their bid documentation
1.	River Moorings - Instrumentation components necessary to assemble four (4) independent mooring systems to deploy for Arctic shallow water data collection. <u>Each of the 4 sensor packages:</u>	
1.1	Must include standalone data loggers with sensors configured to record measurements of water level, conductivity, temperature, and dissolved oxygen in fresh (0 µS/cm) and brackish estuarine waters (up to 10,000 µS/cm) experienced within a tidal river mouth. With Temperature measurement precision to at least +/-0.1C.	
1.2	Must be operable in depth range of 0-30m; in temperature range of 10 to -2 degrees Celsius; operable continuously for minimum 1 year period.	

1.3	Must be able to operate on internal battery power, with data loggers able to record at minimum hourly measurements for minimum 1 year period.	
1.4	Must include all relevant communication cables, benchtop connection tools, power cables, attachments, brackets, protective enclosures, anti-fouling guards, wipers, logger computer interface for both Mac and PC, replacement dissolved oxygen sensor cap, as required for operation, data transfer, and data interpretation.	
1.5	Must include relevant materials for calibration of all sensors, including sodium sulfite calibration solution for dissolved oxygen sensor, as well as turbidity calibration solutions across a range of NTU, and solid secondary standard for CDOM/FDOM (as required for optical sensors in 1.6).	
1.6	In addition to the above (1.1-1.5), 2 of the 4 sensor packages: a. Must include standalone data loggers with interchangeable optical sensors for CDOM/FDOM. and 2 of the 4 sensor packages: b. Must include standalone data loggers with interchangeable optical sensors for Turbidity.	

ANNEX "B"

BASIS OF PAYMENT

It is MANDATORY that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. **This section, when completed will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issued requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Prices quoted must remain firm for the period of the Contract. Prices MUST include ALL costs associated with providing the work in accordance with the Requirement, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Firm Unit Pricing - Canadian Funds – all-inclusive pricing FOB Destination including freight and offloading charges.

Item	Description	Qty	Unit of Issue	Unit Price	Extended Total = Qty x Unit Price
1.	River Mooring Sensor Packages , in accordance with the mandatory performance specifications detailed in Annex A – Requirement and compliance matrix (1.1-1.5, 1.6a)	2	each	\$_____	\$_____
2.	River Mooring Sensor Packages , in accordance with the mandatory performance specifications detailed in Annex A – Requirement and compliance matrix (1.1-1.5, 1.6b)	2	each	\$_____	\$_____
3.	Shipping (Items 1 and 2) FOB Destination to: Institute of Ocean Sciences 9860 West Saanich Road Sidney, BC V8L 4B2 Phone: (250) 363-6452 / (250) 363-6343 c/o Mike Dempsey/Bill Williams				\$_____
Total Aggregate Evaluated Price = Line Items 01 + 02 + 03					\$_____

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File No. - N° du dossier
WPG-7-40242

Buyer ID - Id de l'acheteur
wpg113
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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);

ANNEX "D"

NUNAVUT AGREEMENT

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

Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit businesses, in carrying out the work under this project. The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

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

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

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

INUIT FIRM

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

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

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

**PART A –
INUIT BENEFITS PLAN (IBP)**

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

INUIT BENEFIT PLAN CRITERIA

BID CRITERIA The requirements of the Nunavut Agreement apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.	TOTAL AVAIL. POINTS
<p>1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Head Office = 4 points Administrative Offices = 3 points Other staffed facilities = 3 points</p>	<p>10 Points</p>
<p>2. LABOUR: The employment of Inuit in carrying out the work of the contracts.</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by Inuit. Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.</p> <p style="text-align: center;">___ % x total points available</p> <p>Example: Bidder guarantees 65% of labor hours will be Inuit = 65% of total points (45)</p> <p style="text-align: center;">65 % x 45 = 29.25 points</p> <p>NOTE: Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*** Penalties Conditions will apply to this criterion.</p>	<p>45 Points</p>

<p>3. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Inuit in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract.</p> <p>Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract.</p> <p><u>Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____ - Less Non-Inuit subcontracting: \$ _____ = Total guaranteed for Inuit Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = ___a___ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p><u>a</u> % x total points = assigned points 100 %</p> <p>Example: Estimated value of Contract: \$100,000 - Less Non-Inuit subcontracting: \$ 45,000 = Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%</p> <p><u>55 % x 45 = 24.75 points</u> 100 %</p> <p>NOTE: Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through:</p> <ul style="list-style-type: none"> The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/ <p>*** Penalty Conditions will apply to this criterion.</p>	<p>45 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>100 Points</p>

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A7100-174040/A
Client Ref. No. - N° de réf. du client
A7100-174040

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-7-40242

Buyer ID - Id de l'acheteur
wpg113
CCC No./N° CCC - FMS No./N° VME

PART B - BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – Head Office

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

TABLE 2 – Guarantee of Inuit Labour Content

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

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

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Buyer ID - Id de l'acheteur
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TABLE 3 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:

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

Total Bid Price

= _____ %

Company Name	Inuit Company	Non- Inuit Company
Bidder to include the value of work to be Sub-Contracted. NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with 3. Subcontractors / Suppliers.		

Bidder Certification

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

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

Return Reports to:

Contracting Authority Name: Karen Chubey
Email: karen.chubey@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

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

TABLE 2 – Achievement of Inuit Labour Content

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

Name & Position Title (Provide name(s) where possible)	<u>Inuit</u> Employee Hours	Non –<u>Inuit</u> Employee Hours

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Contractor must include the # of hours worked		
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TABLE 3 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:

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

Company Name	<u>Aboriginal/Inuit</u> Company	Non- <u>Aboriginal/Inuit</u> Company
Contractor must include the value of Sub-Contracted work		

CONTRACTOR CERTIFICATION

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:		
_____ PRINT NAME	_____ SIGNATURE	_____ DATE
The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.		

INUIT BENEFITS PLAN PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment. (Table 1A)
3. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit sub-contractors/suppliers guarantees, an amount of up to 0.5% of the final contract value may be deducted from the final payment. (Table 1B)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:</p> <p>Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60\%$</p> <p>Notes: percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Inuit employment guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP employment guarantee. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x 0.5%</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>		

TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where: Guarantee percentage = $\frac{\text{Achieved}}{\text{Proposed}} \times 60\%$</p> <p>Note: Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees.</p> <p>Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees. 14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees. 28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: $(100 - \text{total assessed score})\% \times (\text{Final contract value}) \times 0.5\%$</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>		