



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

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
Victory Building/Édifice Victory
Room 310/pièce 310
269 Main Street/269 rue Main
Winnipeg
Manitoba
R3C 1B3

Title - Sujet CAT Generator Parts	
Solicitation No. - N° de l'invitation W3999-19V035/A	Date 2020-06-15
Client Reference No. - N° de référence du client W3999-19V035	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-010-11043
File No. - N° de dossier WPG-9-42197 (010)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-28	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Maki, Christie	Buyer Id - Id de l'acheteur wpg010
Telephone No. - N° de téléphone (204)891-6126 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 86 ASU EGS Section 7 Goose Bay Rd Astra Ontario K0K 3W0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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Solicitation No. - N° de l'invitation
W3999-19V035/A
Client Ref. No. - N° de réf. du client
W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

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

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

1.2.1 The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply, repair, refurbishing and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert, Nunavut. Delivery is to Astra Ontario.

The Contractor must be able to provide emergency parts to DND, Astra, Ontario, within three (3) hours from receipt of an emergency call-up or have a facility within 300 km radius of DND, Astra, Ontario, for emergency pick-ups.

Offeror must be an authorized distributor of Caterpillar Diesel Generator parts and must be able to supply parts for the following specific engine models of four (4) primary and two (2) standby Caterpillar Power Plants.

The Standing Offer will be for one year, with the option of 4 additional 1 year periods.

1.2.2 Nunavut Agreement (NA)

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

By submitting an offer, the Offeror certifies that they are on the Inuit Firm Registry (IFR) at offer closing and maintain good standing for the duration of the solicitation offer period up to and including issuance of a Standing Offer. Canada retains the right to confirm the offeror's standing on the IFR at its discretion.

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

Canada's free trade agreements pose no impediment to the inclusion of measures including but not limited to set asides, for the benefit of Indigenous Peoples and businesses in a procurement.

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.2.4 The Phased Bid Compliance Process applies to this requirement.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 **SACC Manual Clauses**

[M0019T](#) (2007-05-25) Firm Price and/or Rates

[M1004T](#) (2016-01-28) Condition of Material

2.2 **Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:
PWGSC Western Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbridreceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 **Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex E 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,

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have

the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

-
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional

changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

1. Offeror must be an Authorized Distributor of Caterpillar Generator parts and must be able to supply parts for engine models 3512, 3516.
2. Offerors must provide a copy of Certificate and/or letter confirming Authorized Distributor of Caterpillar Generator parts.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.2.2 Inuit Benefits Plan (IBP)

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

4.1.3 Financial Evaluation

4.1.3.1 Evaluation of Price-Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price.

4.2 Basis of Selection

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

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the 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. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IBP merit and price. The ratio will be 30% for the technical merit and 70% 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 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
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 Standing Offer.

Basis of Selection - Highest Combined Rating of IBP Merit (30%), & Price (70%)

		Offeror 1	Offeror 2	Offeror 3
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Inuit Benefit Plan Merit	Location of business in the NSA	7/10	3/10	4/10
	Inuit training and skills development	4/10	10/10	6/10
	Inuit labour	15/40	10/40	40/40
	Inuit Ownership	22/40	30/40	40/40
Calculations Pricing	Pricing Score	45/55 x 70 = 57.27	45/50 x 70=63	45/45 x 70=70
Calculations IBP Commitment	Location of business in the NSA	7/10 x10 = 7	3/10 x10 =3	4/10 x10 =4
	Inuit training and skills development	4/10 x 5=2	10/10 x 5=5	6/10 x 5=3
	Inuit labour	15/40 x 5=1.875	10/40 x 5=1.25	40/40 x 5=5
	Inuit Ownership	26/40 x 10=6.5	30/40 x 10=7.5	40/40 x 10=10
Combined Rating		74.645	79.75	92
Overall Rating		3	2	1

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 property 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is one year from date of issuance.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 4 additional 1 year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christie Maki
Title: Procurement Specialist

Solicitation No. - N° de l'invitation
W3999-19V035/A
Client Ref. No. - N° de réf. du client
W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

Public Works and Government Services Canada
Acquisitions Branch
Address: 310-269 Main Street MB R3C 1B3

Telephone: 204-891-6126
E-mail address: christie.maki@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is: TO BE DETERMINED

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
86 Airfield System and Utilities Flight (86 ASU)
PO Box 17000 STN FORCES
Astra, ON. K0K 3W0

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included). PWGSC may issue call-ups above \$400,000.00.

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ to be determined (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21) General conditions: Goods (medium complexity) ;

-
- e) Annex A, Requirement;
 - f) Annex B, Basis of Payment;
 - g) Annex C, Usage Report;
 - h) Annex D, Nunavut Agreement (if applicable);
 - i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____"*) and *insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.11.2 SACC Manual Clauses

[M3800C](#) (2006-08-15) Estimates

[M3000C](#) (2006-08-15) Price Lists

6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Nunavut Agreement:

- 6.2.1 The resulting contracts are subject to the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)*.
- 6.2.2 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 and set-aside of the Standing Offer.

6.3 Standard Clauses and Conditions

6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3.2 SACC Manual Clauses

6.3.2.1 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for items in Annex A must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.3.2.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- a. Free on Board (Destination) common carrier DND, 86 ASU, 291 St Jean Ave, Astra ON, K0K 3W0, CFB Trenton for shipments from the United States government; or
- b. Delivered Duty Paid (DDP) DND, 86 ASU, 291 St Jean Ave, Astra ON, K0K 3W0, CFB Trenton. Incoterms 2000 for shipments from a commercial contractor.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (**fill in end date of the period**).

6.4.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

6.5 Payment

6.5.1 Basis of Payment- Firm Unit Prices

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 determined**. 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.

6.5.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

6.5.3 SACC Manual Clauses

6.5.4 T1204- Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204- Direct Request by Customer Department

6.5.5 Discretionary Audit

SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

6.5.6 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

6.5.7 Electronic Payment of Invoices – Call-up

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

To be determined

6.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
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.

6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.8 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

[C5201C](#) (2008-05-12) Prepaid Transportation Costs

[D2000C](#) (30/11/2007) Marking

[D2001C](#) (30/11/2007) Labelling

[D5540C](#) (16/08/2010) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

[D5606C](#) (28/11/2017) Release documents (Department of National Defence): Canadian-based contractor

6.9 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX A

REQUIREMENT

The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply, repair, refurbishing and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert, Nunavut. Delivery is to Astra Ontario.

The Contractor must be able to provide emergency parts to DND, Astra, Ontario, within three (3) hours from receipt of an emergency call-up or have a facility within 300 km radius of DND, Astra, Ontario, for emergency pick-ups.

Offeror must be an authorized distributor of Caterpillar Diesel Generator parts and must be able to supply parts for the following specific engine models of four (4) primary and two (2) standby Caterpillar Power Plants.

The Standing Offer will be for one year, with the option of 4 additional 1 year periods.

Supply, Repair, Refurbishing, & Delivery of Caterpillar Parts

- 1.0 Title
 - 1.1 "Supply, Repair, Refurbishing, & Delivery of Caterpillar Parts".
- 2.0 Introduction & Summary
 - 2.1 This Statement of Work (SOW) outlines the requirement of the Department of National Defence (DND) for a Regional Individual Standing Offer (RISO) that supports Electrical Generating Systems (EGS) operations for the Caterpillar primary & standby power plants located at Canadian Forces Station (CFS) Alert.
 - 2.2 Specific EGS equipment to be identified in Para 3.0.
 - 2.3 Support required for ongoing EGS operations to be identified in Para 5.0.
 - 2.4 DND is seeking an agreement for a period of at least one (1) year with the option to extend for at least four (4) additional one (1) year periods.
- 3.0 Objectives
 - 3.1 The support required is specifically for EGS equipment powering the CFS Alert Main Power Plant (MPP) and Standby Power Plant (SBPP), which are respectively:
 - 3.1.1 Four (4) Diesel 3512 Caterpillar generator sets, and;
 - 3.1.2 Two (2) Diesel 3516 Caterpillar generator sets.
- 4.0 Background
 - 4.1 CFS Alert is a joint operation between DND & Environment and Climate Change Canada (ECCC). It's located on Elsmere Island, Nunavut, and is the most northerly settlement on Earth that is inhabited year-round.
- 5.0 Description of Requirement
 - 5.1 The DND requires the following in support of EGS equipment detailed in Para 3.0;
 - 5.1.1 The supply & delivery of Caterpillar or authorized third party replacement parts, which shall either be:
 - 5.1.1.1 New Caterpillar parts;
 - 5.1.1.2 Caterpillar remanufactured (REMAN) parts; or
 - 5.1.1.3 Certified as meeting Caterpillar standards under their Reuse & Salvage guidelines, approved for use in equipment detailed in Para 3.0

-
- (Contractor will be required to provide documentation for each item provided under 5.1.1.3).
- 5.1.2 Repair services for alternating current (AC) alternators, including pickup & delivery. Services must include:
- 5.1.2.1 Option for DND to request only the assessment of AC alternators, for which the Contractor must:
- 5.1.2.1.1 Pick up the AC alternator;
- 5.1.2.1.2 Test all physical and electrical components with measureable tolerances listed in the Caterpillar specifications for that equipment (E.g Winding insulation resistance, diode serviceability, bearing housing measurements);
- 5.1.2.1.3 Delivery of the AC alternator (fully assembled); and
- 5.1.2.1.4 Submit a report of all findings, detailing work to be completed to return the AC alternator to serviceability.
- 5.1.2.2 Option for DND to request repair work of AC alternators, whether based on results of Para 5.1.2.1 or not, for which the Contractor must:
- 5.1.2.2.1 Pick up the AC alternator;
- 5.1.2.2.2 Return the AC alternator to serviceable status (dictated by Caterpillar specifications) by repairing or replacing worn or defective components (E.g. re-wrap windings, repair insulation, replace electronic components);
- 5.1.2.2.3 Delivery of the AC alternator (fully assembled); and
- 5.1.2.2.4 Submit a report of all repair work completed to return the AC alternator to serviceability.
- 5.1.3 Refurbishing of critical components such as crankshafts, camshafts, engine blocks, and housings (E.g. for bearings), meeting Caterpillar standards under their Reuse & Salvage guidelines (Contractor to prove this), including pickup & delivery.
- 5.2 All tasks defined in Para 5.1 shall be referred to from now on as the Work.
- 6.0 Other Requirements
- 6.1 Contractor must provide their own tools, facility, consumables, labour and equipment to complete the work in this contract; and
- 6.2 Any specialty tooling, or equipment required to complete contract will be at the expense of the Contractor.
- 6.3 Assessment & repair reports must be submitted electronically, in the English language, either in Microsoft Word DOC or Adobe PDF.
- 7.0 Special Requirements
- 7.1 Delivery must be made within two (2) weeks from receipt of a call-up against the Standing Offer for off-the-shelf parts; and
- 7.2 The Contractor must be able to provide emergency parts within three (3) hours from receipt of an emergency call-up or have a facility within 300 km radius of DND, Astra, Ontario, for emergency pick-ups.
- 8.0 Customer Location
- 8.1 Address information as follows:
- 8.1.1 Mailing address as follows:
86 Airfield Systems & Utilities
PO Box 1000 Station Forces
8 St Jean Ave.
Astra, ON, K0K 3W0

8.1.2 Shipping address as follows:
86 ASU EGS Section
7 Goose Bay Rd.
Astra, ON, K0K 3W0

9.0 Provided

9.1 DND will be responsible for providing all parts and assemblies being sent out for assessment, repair, or refurbishment as detailed in Para 5.1.2 & 5.1.3.

10.0 Deliverables

10.1 When DND has requested work as detailed in Para 5.1.2 & 5.1.3:

- 10.1.1 Within 5 (five) working days of receiving parts and/or assemblies, the Contractor must provide DND with an estimated completion & delivery date of the required work;
- 10.1.2 The Contractor must provide updates to DND if estimated delivery dates change;
- 10.1.3 The Contractor must provide to DND all materials submitted for assessment in the same condition or better;
- 10.1.4 The Contractor must provide to DND all materials submitted for repair or refurbishment in serviceable condition as per Caterpillar specifications; and
- 10.1.5 If the cost of repairs/refurbishment exceeds the replacement cost of the part/equipment, work must stop and DND shall be informed accordingly. DND may then choose between replacing the part/equipment, or proceeding with the work.

11.0 Warranty and Rectification of Defects in Work

11.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor must, at the Contractor's expense:

- 11.1.1 Rectify and make good any defect or fault that appears in the Work upon delivery to customer, pending visual inspection by 86 ASU EGS Technicians. Contractor will be notified of the result of the inspection and this shall constitute an acceptance date;
- 11.1.2 Provide any materials and guidance required to make repairs on location due to fault or defect in the Work within 12 months from the date of acceptance described in Para 11.1.1, or 1000 hours of generator set operation, whichever is sooner;
- 11.1.3 Transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months or 1000 operating hours stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada; and
- 11.1.4 Provide to Canada, prior to the issuance of the inspection and acceptance, a list of all extended warranties and guarantees referred to in paragraph 11.1.3 above.
- 11.1.5 Canada may direct the Contractor in writing to rectify and make good any defect or fault referred to in Para 11.1 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.

Solicitation No. - N° de l'invitation
W3999-19V035/A
Client Ref. No. - N° de réf. du client
W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm prices/rates for the period of the proposed Standing Offer for all services listed hereafter. **This section, when completed, will be considered as the Offeror's financial proposal.**

Offerors must provide bids as per unit of issued requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested.

Should there be an error in the extended pricing it shall be corrected in the evaluation. Any errors in the quantities of the Offeror's proposal will be changed to reflect the quantities stated in the Request for Standing Offer.

Prices quoted will remain firm for the period of the Standing Offer. Prices **MUST** include ALL costs, including all labour, tools, supplies and equipment customs duties, excise taxes, delivery, and offloading. Goods/Services are to be Delivered Duty Paid (DDP), FOB destination.

GST, if applicable, is to be shown as a separate item on any resulting invoice. Pricing must be in Canadian funds.

Price List:

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

Specials:

In addition to the above pricing, special offering due to year end, or surplus manufacturing runs, special job lots, sales, clearance or promotions are to be made available as they occur if of lessor cost than the above pricing agreement.

Payment will be made in accordance with the following pricing.

Table 1. Firm Fixed Rates First year of Standing Offer. FOB destination				
Item #	Description	Estimated Qty in hours (a)	Firm, Hourly rate (\$CAD) (b)	Extended total (a)x(b)
1	For Labour related to Assessment, Refurbishment, Repair and required Reporting, of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A	150	\$_____	\$_____
		Percentage discount offered (a)	Estimated Qty (subtotal from Annex B1, excel spreadsheet) (b)	Extended total (b)-(a)
2	For the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A All parts available in the current published price list in effect on date of call-up, less a discount of _____%	%_____	\$_____	\$_____
Subtotal A				\$_____

Table 2. Firm Fixed Rates First Option Year of Standing Offer FOB destination				
Item #	Description	Estimated Qty in hours (a)	Firm, Hourly rate (\$CAD) (b)	Extended total (a)x(b)
1	For Labour related to Assessment, Refurbishment, Repair and required Reporting, of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A	150	\$_____	\$_____
		Percentage discount offered (a)	Estimated Qty (b)	Extended total (b)-(a)
2	For the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A All parts available in the current published price list in effect on date of call-up, less a discount of _____%	%_____	\$250,000	\$_____
Subtotal B				\$_____

Table 3. Firm Fixed Rates Second Option Year of Standing Offer FOB destination				
Item #	Description	Estimated Qty in hours (a)	Firm, Hourly rate (\$CAD) (b)	Extended total (a)x(b)
1	For Labour related to Assessment, Refurbishment, Repair and required Reporting, of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A	150	\$ _____	\$ _____
		Percentage discount offered (a)	Estimated Qty (b)	Extended total (b)-(a)
2	For the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A All parts available in the current published price list in effect on date of call-up, less a discount of _____%	% _____	\$250,000	\$ _____
Subtotal C				\$ _____

Table 4. Firm Fixed Rates Third Option Year of Standing Offer FOB destination				
Item #	Description	Estimated Qty in hours (a)	Firm, Hourly rate (\$CAD) (b)	Extended total (a)x(b)
1	For Labour related to Assessment, Refurbishment, Repair and required Reporting, of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A	150	\$ _____	\$ _____
		Percentage discount offered (a)	Estimated Qty (b)	Extended total (b)-(a)
2	For the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A All parts available in the current published price list in effect on date of call-up, less a discount of _____%	% _____	\$250,000	\$ _____
Subtotal D				\$ _____

Table 5. Firm Fixed Rates Fourth Option Year of Standing Offer FOB destination				
Item #	Description	Estimated Qty in hours (a)	Firm, Hourly rate (\$CAD) (b)	Extended total (a)x(b)
1	For Labour related to Assessment, Refurbishment, Repair and required Reporting, of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A	150	\$ _____	\$ _____
		Percentage discount offered (a)	Estimated Qty (b)	Extended total (b)-(a)
2	For the supply and delivery of Caterpillar Diesel Generator spare parts, or equivalent products, in support of Electrical Generating systems operations for the Canadian Forces Base (CFB) Caterpillar primary and standby power plants located at CFB, Alert as per Annex A All parts available in the current published price list in effect on date of call-up, less a discount of _____%	% _____	\$250,000	\$ _____
Subtotal E				\$ _____

Subtotal A+B+C+D+E= \$ _____

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Client Ref. No. - N° de réf. du client
W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

Annex B1 Financial Evaluation.

Complete Attached Excel Spreadsheet.

It is mandatory for Offerors to provide pricing for a minimum of 90% or 175 of the 194 part number products (or equivalent) listed in the attached Excel Spreadsheet.

The prices that are indicated herein must be prices from the Offeror's current published price list with no discount applied. The discount quoted in Annex B will be applied during the evaluation of the offer.

The evaluation will be based on like items.

The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each part number by the associated quantity listed and summing the values.

The Standing Offer Authority may request a copy of the Offeror's current published price list for verification of unit pricing offered.

The items and quantities specified in Excel Spreadsheet are provided for evaluation purposes only.

Annex D

Nunavut Agreement

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

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

The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are referred to as Nunavut Benefits Criteria (NBC) and Inuit Benefits Criteria (IBC), and Offerors propose Inuit benefits in their bid submission via an Inuit Benefits Plan (IBP).

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

"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.

IFR Firm

An IFR 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. <https://inuitfirm.tunnngavik.com/>

INFORMATION:

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated
P.O. Box 280
Rankin Inlet, Nunavut
X0C 0G0
Telephone: 867-645-3199
Facsimile: 867-645-3452
<http://www.tunnngavik.com>

PART A – INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Commitment

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

Proof of efforts and/or commitments made by Offerors 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. It is the Offerors' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. OFFERORS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Offerors 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 and that untrue statements may result in the tender being declared non-responsive.

SUPPORTING DOCUMENTATION

Offerors should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, training, and subcontracting/supplier commitments.

The following are examples of what a Offeror may provide to demonstrate their commitments. Note this is not an exhaustive list and Offerors are responsible for providing sufficient proof to support the plan outlined and commitments made.

Head Office

- Offerors to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the Offeror's IBP.

Training

- details on the type of training being offered and how it is relevant to the procurement;
- the skills the training will develop;
- the duration of training;
- the number of Inuit to be trained;
- what type and level of accreditation is being targeted? Certification, diploma, apprenticeship, designation, etc.;
- what will the "on-the-job-training" consist of?
- progression of training (ex. Start/end apprenticeship level); and

Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects;

Subcontracting/suppliers

- list of specific Inuit businesses that will be subcontractors/suppliers;

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W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

- the type of work to be carried out by Inuit businesses; and

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through the Inuit Firm Registry Database <http://inuitfirm.tunnngavik.com>;

INUIT BENEFIT PLAN CRITERIA

ITEM	BID CRITERIA	Available Points												
3.0	<p>This procurement is subject to the <i>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)</i>.</p> <p>Canada reserves the right to confirm validity of all declarations / commitments.</p>													
NUNAVUT BENEFITS CRITERIA (NBC)														
3.1	<p>LOCATION OF BUSINESS IN THE NSA: Offerors are requested to demonstrate the existence of the vendor or subcontractors performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Points will be assigned as follows:</p> <ol style="list-style-type: none"> 1. Head Offices (3 pts) 2. Staffed Administrative Offices (4 pts) 3. Other Staffed Facilities (3 pts) <p>*This criterion is worth 10% of the Offer evaluation points available.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	/10												
INUIT BENEFITS CRITERIA (IBC)														
3.2	<p>INUIT TRAINING AND SKILLS DEVELOPMENT</p> <p>Offerors will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area as defined in Annex D at no additional cost under this Standing Offer.</p> <ul style="list-style-type: none"> • “Training and Apprenticeship” is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. • Inuit Participation in training programs that are included in the scope of the Standing Offer are not eligible for consideration. <p>To establish the training score, each responsive Offer will be prorated against the Offeror proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table border="1" data-bbox="220 1560 1320 1696"> <thead> <tr> <th></th> <th>Offeror 1</th> <th>Offeror 2</th> <th>Offeror 3</th> </tr> </thead> <tbody> <tr> <td>Total number of Inuit training hours proposed</td> <td>20 hours</td> <td>35 hours</td> <td>60 hours</td> </tr> <tr> <td>Calculation of points</td> <td>20/60 = 33% of total points available</td> <td>35/60 = 58% of total points available</td> <td>60/60 = 100 % of total points available</td> </tr> </tbody> </table> <p>*This criterion is worth 5% of the Offer evaluation points available.</p> <p>*** Deduction Conditions will apply to this criterion.</p>		Offeror 1	Offeror 2	Offeror 3	Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	/10
	Offeror 1	Offeror 2	Offeror 3											
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours											
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available											

3.3	<p>LABOUR</p> <p>The employment of Inuit in carrying out the work of the contracts.</p> <p>Offeror will be evaluated on their firm commitment to use Inuit from the Nunavut Settlement Area, as defined in Annex D, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours 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>An eligible Inuit labourer must meet the following criteria:</p> <ol style="list-style-type: none">1. An individual who is working performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project; and2. An individual registered on the Nunavut Inuit Enrolment list <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total points available: ___ % (Labour Commitment) x total points available</p> <div data-bbox="224 993 1219 1073" style="border: 1px solid black; padding: 5px;"><p><i>Example:</i> Offeror commitments 65% of labour hours will be Inuit = 65% of total points (40) 65 % x 40 = 26 points</p></div> <p>NOTE: Offeror must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*This criterion is worth 5% of the Offer evaluation points available.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	/40
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INUIT OWNERSHIP (CONTRACTOR OR SUB-CONTRACTOR/SUPPLIERS)

The use of IFR contractor/subcontractors/suppliers in carrying out the Standing Offer.

Offerors will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses. Note: If the Prime Contractor is an IFR Firm, the total dollar value of the IFR contracting shall also include the contractor's share of the Standing Offer.

An IFR contractor/subcontractor/supplier must meet the following criteria:

An IFR 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.

Offerors should provide their commitment of IFR Subcontractors in accordance with the following:

Value of IFR Standing Offer (contractor/subcontractor or supplier): \$ _____ (a) +
Value of Non-IFR Standing Offer (contractor/subcontractor or supplier): \$ _____ (b) =
Estimated value of Standing Offer (Offer price): \$ _____ (c)

(a) / (c) = Inuit Ownership Commitment (%) (d)

3.4

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

/40

(d) x ____ (available points) = assigned points

Example:

Value of IFR contracting: \$ 55,000 (a)
Value of Non-IFR contracting: \$ 45,000 (b)
Estimated value of Standing Offer: \$ 100,000 (c)

$\$55,000 / \$100,000 = .55$
 $55 \% \times 40 = 22 \text{ assigned points}$

***This criterion is worth 10% of the Offer evaluation points available.**

*** Penalty Conditions will apply to this criterion.

PART B - OFFEROR COMMITMENT AND CERTIFICATION

1. At time of Offer submission - The tables below may be used by Offerors to submit their proposals and to supplement their response.
2. Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities may receive copies of the contractors Inuit Benefits plan and periodically receive performance monitoring results.

TABLE 1 – Head Office

Provide Current Business address			
Offerors to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.			
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the Offeror's IBP.			
	Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Head Office in NSA			
Staffed Administrative Office in NSA			
Other staffed facilities in NSA			
	Subcontractor Name	Subcontractor Address in the NSA	Nature of Presence in the NSA
Head Office in NSA			
Staffed Administrative Office in NSA			
Other staffed facilities in NSA			

TABLE 2 – Inuit Training Commitment

Position Title and # of people in that position (Provide name(s) of Inuit trainee where possible)	Beneficiary Number (if known)	Type of Training, Certification or Skills Development	Number of Inuit trained	Inuit Training Hours	Total Dollar Value Paid
TOTAL:					

TABLE 3 –Inuit Labour Content Commitment

Total No. Of Inuit Employee Hours for This Standing Offer = _____ %
Total Employee Hours for This Standing Offer

Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position.	Beneficiary Number (if an Inuit Employee)	Type of Employment	Total Hours Worked	Total Dollar Value Paid
Total Inuit <i>and</i> non-Inuit Employee Hours				

PART C - Reporting – Inuit Benefits and Nunavut Benefits

Return Reports to:

Standing Offer Authority Name: Christie Maki
Email: christie.maki@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address			
Offerors to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.			
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the Offeror's IBP.			
	Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Head Office in NSA			
Staffed Administrative Office in NSA			
Other staffed facilities in NSA			
	Subcontractor Name	Subcontractor Address in the NSA	Nature of Presence in the NSA
Head Office in NSA			
Staffed Administrative Office in NSA			
Other staffed facilities in NSA			

TABLE 2 – Achievement of Inuit Training

Position Title and # of people in that position (Provide name(s) of Inuit trainee where possible)	Beneficiary Number	Type of Training, Certification or Skills Development	Number of Inuit trained	Inuit Training Hours	Total Dollar Value Paid
TOTAL:					

TABLE 3 – Achievement of Inuit Labour Content

Total No. Of Inuit Employee Hours for This Standing Offer = _____ %
Total Employee Hours for This Standing Offer

Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position.	Beneficiary Number (if an Inuit Employee)	Type of Employment	Total Hours Worked	Total Dollar Value Paid
Total Inuit and non-Inuit Employee Hours				

OFFEROR ACHIEVEMENT REPORTING AND CERTIFICATION

1. General

The Contractor will be monitored by Canada to ensure the proposed Inuit benefits and Nunavut benefits are in accordance with the contractual requirements.

2. Periodic Reporting

- a. Canada reserves the right to ensure the proposed Inuit benefits and/or Nunavut benefits are in accordance with the contractual requirements.
- b. The Contractor must provide periodic reports in electronic format, to both the Standing Offer Authority and Project Authority, detailing their progress on meeting their contractual obligations in achieving Inuit benefits and/or Nunavut benefits. This will include a list of the achieved versus committed Inuit benefits and/or Nunavut benefits criteria from the Contractors proposal.
- c. The Contractor must provide periodic reporting information to the Standing Offer Authority on a quarterly basis.
- d. Failure to comply with the request to submit the certification and report within 15 business days after the date of request may result in action under 5.

3. Deviation(s)

- a. The Contractor must advise the Standing Offer Authority of any deviations from the Inuit benefits and/or Nunavut benefits portion of the Contract and provide a detailed corrective action plan to resolve the deviation(s).
- b. Canada will provide comments within 10 working days of submission of the corrective action plan. Canada is under no obligation to accept any such proposal regardless of its content or justification. Any reduction in Inuit benefits may be considered by Canada as any other failure to meet a contractual obligation.
- c. If it is determined that the contractual requirements are not met by the Contractor, the Standing Offer Authority will inform the Contractor in writing. Immediate action must be taken by the Contractor to resolve the situation as promptly as possible and subject to agreement by the Contracting Authority.

4. Third party Independent Professional

- a. When requested by Canada, a third party independent professional engaged by the Contractor will monitor and confirm whether the Contractor has met their obligations regarding the Inuit benefits and/or Nunavut benefits to be performed under the Contract.

The third party Independent Professional must have a recognized accreditation in accounting in Canada, and must be approved by the Contracting authority prior to hiring.

5. Holdback – for the non-performance of IBP

NOTE: "TOTAL CONTRACT VALUE" for the purposes of the incentive and penalty calculation, the total contract value includes all call-ups to the Standing Offer, and all amendments to the call-ups unless identified as being excluded from the IBP calculation at the time of amendment negotiation.

- a. All Call ups to the standing offer are contracts and are subject to holdback.
- b. Holdback will be invoked at the discretion of the Standing Offer Authority upon confirmation that the Inuit benefits and / or Nunavut benefits required as part of the standing offer are not being met.
- c. If the contractor does not meet the certified percentage of employment of Inuit labour required by the standing offer and fails to fulfill their employment of Inuit labour guarantees, an amount of up to 0.25% may be deducted from each of the next period's call ups to the standing offer or set-aside of the Standing Offer.
- d. If the contractor does not meet the certified percentage of Inuit ownership (of prime or sub-contractor/suppliers), and fails to fulfill their Inuit ownership (of prime or sub-contractor/suppliers) guarantees, an amount of up to 0.25% may be deducted from each of the next period's call ups to the standing offer or set-aside of the Standing Offer.
- e. If the contractor does not meet the certified hours of Inuit training and skills development, and fails to fulfill their Inuit training and skills development guarantees, an amount of up to 0.25% may be deducted from each of the next period's call ups to the standing offer or set-aside of the Standing Offer.
- f. If the contractor does not meet the commitment for a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities) and fails to fulfill their commitment to provide a location in the NSA, an amount of up to 0.25% may be deducted from each of the next period's call ups to the standing offer or set-aside of the Standing Offer.
- g. Nothing in this section will be interpreted as limiting the rights and remedies which Canada may otherwise have under the total contract value.
- h. Canada reserves the right, at their sole discretion, to reduce, eliminate or return holdback deductions if it can be clearly demonstrated that reasonable efforts were made to meet the Inuit Benefits Plan guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

INUIT BENEFITS ACHEIVEMENT PENALTY CHECKLIST: IBP ASSESSMENT		
STEP#	CONTRACTOR: _____ Total Contract Value (no gst): _____	
1	Nunavut Benefits Criteria The contractor must achieve a total score equal or equivalent to the score received during their initial Offer evaluation, contractors receiving a score less than their initial score will be subject to a penalty.	
	Points received during evaluation: 1. Head Offices: _____ /3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Points assigned upon contract completion: 1. Head Offices: _____ /3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Met: No applicable penalty Not Met: Proceed to Table 1 to determine applicable penalty	Met / Not Met
2	Inuit Training Hours	
	Hours proposed	_____ hrs
	Hours achieved	_____ hrs
	Met: No applicable penalty Not Met: Proceed to Table 2 to determine applicable penalty	Met / Not Met
3	Percentage Inuit Labour Person Hours	
	Percentage proposed	_____ %
	Percentage achieved	_____ %
	Met: No applicable penalty Not Met: Proceed to Table 3 to determine applicable penalty	Met / Not Met
4	Percentage IFR Subcontracting / Suppliers	
	Percentage proposed	_____ %
	Percentage achieved	_____ %
	Met: No applicable penalty Not Met: Proceed to Table 4 to determine applicable penalty	Met / Not Met

	COMMENTS:
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TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA PENALTY			
ITEM#	REQUIREMENT	Weight	SCORE
1	<p>The contractor failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities)</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 100 Note: If (c) is ≤50%, Contractor will receive 0 points.</p>	100	
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Total contract value) x 0.25%	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative (if applicable): _____ Project Authority: _____ Contracting Officer (PWGSC): _____		

TABLE 2 - ASSESSMENT OF INUIT TRAINING PENALTY											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Inuit training based on the following formula, where:</p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 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 training commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td> <td>Demonstrated little to no effort to meet the IBP commitment</td> <td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (out of 100)										
4	TOTAL CALCULATED PENALTY		\$								
	$(100 - \text{total assessed score})\% \times (\text{total contract value}) \times 0.25\%$										
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 3 - ASSESSMENT OF INUIT LABOUR PENALTY												
ITEM	REQUIREMENT	WEIGHT	SCORE									
1	<p>Calculate the percentage of commitment achieved for Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 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 employment commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td> <td>Demonstrated little to no effort to meet the IBP commitment</td> <td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls	40		
0 points	2 points	6 points	10 points									
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3	TOTAL ASSESSED SCORE	100										
4	TOTAL CALCULATED PENALTY	\$										
5	COMMENTS/JUSTIFICATIONS:											
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>											

**TABLE 4 - ASSESSMENT OF INUIT
SUB-CONTRACTING/SUPPLIER PENALTY**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 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 commitment.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td> <td>Demonstrated little to no effort to meet the IBP commitment</td> <td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls	40	
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3	TOTAL ASSESSED SCORE	100									
4	TOTAL CALCULATED PENALTY	\$									
	(100 - total assessed score)% x (total contract value) x 0.25%										
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

Solicitation No. - N° de l'invitation
W3999-19V035/A
Client Ref. No. - N° de réf. du client
W3999-19V035

Amd. No. - N° de la modif.
File No. - N° du dossier
wpg-9-42197

Buyer ID - Id de l'acheteur
wpg010
CCC No./N° CCC - FMS No./N° VME

ANNEX E to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);