



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Arctic Naval distillate fuel Arctic Naval distillate fuel	
<b>Solicitation No. - N° de l'invitation</b> E60HL-210015/A	<b>Date</b> 2021-06-15
<b>Client Reference No. - N° de référence du client</b> E60HL-210015	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-670-80122	
<b>File No. - N° de dossier</b> hl670.E60HL-210015	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-28</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Weatherbee, Lynn	<b>Buyer Id - Id de l'acheteur</b> hl670
<b>Telephone No. - N° de téléphone</b> (873) 353-1813 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Specified Herein - Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	AS INDICATED ON CLIENT DEPARTMENT REQUISITIONS	I - 1	AS INDICATED ON CLIENT DEPARTMENT REQUISITIONS



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Naval distillate fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Goodwill and Pierre Radisson at Iqaluit, Nunavut.	D - 1	I - 1	2500000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
2	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Terry Fox at Iqaluit, Nunavut.	D - 1	I - 1	600000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
3	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Des Groseilliers at Resolute Bay, Nunavut.	D - 1	I - 1	500000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
4	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Des Groseilliers at Resolute Bay, Nunavut.	D - 1	I - 1	1000000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
5	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Amundsen at Resolute Bay, Nunavut.	D - 1	I - 1	700000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
6	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Louis S. St. Laurent at Kugluktuk, Nunavut.	D - 1	I - 1	300000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
7	Naval Distillate Fuel Naval Distillate fuel to be	D - 1	I - 1	500000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	delivered via ship-to-ship into Canadian Coast Guard vessels Louis S. St. Laurent at Kugluktuk, Nunavut.								
8	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Harry Dewolf at Arctic Bay, Nunavut.	D - 1	I - 1	100000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
9	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Harry Dewolf at Kugluktuk, Nunavut.	D - 1	I - 1	150000	litres	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

### 1.2 Requirement – Bid

The requirement is detailed under the "Line Item Detail".

### 1.3 Comprehensive Land Claims Agreement(s)

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

Nunavut Land Claim Agreement (NLCA) for deliveries to \*Iqaluit, Resolute Bay, Arctic Bay and Kugluktuk (Nunavut).

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

### 1.4 Debriefings

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

### 1.5 Epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

Given that many employees are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### 2.2 Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation are available and may be obtained from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

### 2.3 Submission of Bids

Bids must either be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation or using epost Connect.

Note: For bidders choosing to submit using epost Connect the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids 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 Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as



"proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

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

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

## **2.6 Bid Challenge and Recourse Mechanisms**

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and be in separated documents as follows:

- Section I: Technical Bid
- Section II: Inuit and Nunavut Plan
- Section III: Financial Bid
- Section IV: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)
- Section II: Inuit and Nunavut Plan (1 hard copy)
- Section III: Financial Bid (1 hard copy)
- Section IV: Certifications (1 hard copy)

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### 3.1.1 Section I: Technical Bid

In their technical bid, Bidders must Complete Annex A and indicate:

##### 3.1.1.1 Delivery Lead Time (*Bidder to complete*)

The delivery lead time offered is \_\_\_\_\_ working days.

### **3.1.2 Section II: Inuit and Nunavut Bid Plan (IBP/NBP)**

#### **3.1.2.3 For the Inuit and Nunavut Plan, Bidders must complete Annex "B" Inuit and Nunavut Bid Criteria**

For a bid to be assigned points in Annex B for commitments made in respect to any IBC and NBC bid criteria, the Bidder must also clearly and concretely demonstrate how they meet the Annex B criteria by providing a detailed explanation.

As such, in addition to completing Annex B, Bidders must also provide a separate detailed explanation of engagements, measures and proposed procedures to be taken to deliver on the Inuit Benefit Criteria (IBC) and Nunavut Benefit Criteria (NBC) identified at Annex "B" Inuit and Nunavut Bid Criteria.

Failure to provide such separate written detailed explanation will result in Annex B receiving a score of zero for every criteria even if Annex B contained information.

The Annex B Inuit and Nunavut Bid Criteria and the detailed explanation submitted by the Bidder will jointly form the Inuit and Nunavut Benefits Plan (IBP/NBP) commitment by the Bidder and be incorporated as a contractual obligation in the case of the winning bid.

### **3.1.3 Section III: Financial Bid**

In their financial bid, Bidders must complete Annex D and submit their financial bid in accordance with the Basis of Payment.

#### **a. Unit Price**

The firm unit price per litre quoted must be in Canadian dollars per litre and must not exceed four decimal places.

All applicable delivery charges must be included in the firm unit prices per litre.

#### **b. Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **c. Unit Price Adjustments**

At delivery, the unit prices effective will be the firm unit prices quoted in the successful bidder's proposal subject to adjustment, upward or downward, in accordance with the Basis of Payment.

#### **d. Reference Marker Price**

In their bid, the Bidder must quote their unit price per litre using the following Reference Marker price for June 4, 2021 expressed in Canadian dollars per litre:

"A" date values, Weekday Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd (<https://charting.kentgroupltd.com/>):

**Line Items 1-9 DESIGNATED CENTRE: Montreal, Quebec**

<b>PRODUCT</b>	<b>VALUE</b>
ULS (Diesel)	\$0.7664

**e. Electronic Payment of Invoices – Bid**

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

If Annex "A" 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.

**3.1.4 Section IV: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 4.1.1.1 Mandatory Technical Criteria

The Mandatory technical criterion for the evaluation of each bid is:

- (a) Bidders must offer the requested product for which they provide a price at Line Item Details.

Bids not meeting this mandatory technical criterion will be declared non-responsive.

#### 4.1.2 Inuit and Nunavut Rated Criteria (35%)

The Inuit and Nunavut bid Criteria are indicated in Annex "B" Inuit and Nunavut Bid Criteria.

The Bidder must clearly and concretely demonstrate how they meet each criterion by providing detailed explanation as per Part 3, 3.1.2.3 Inuit and Nunavut Bid Criteria.

Point Rated Criteria not addressed in Annex B will be given a score of zero.

There is no minimum passing score for the Inuit and Nunavut Bid Criteria.

The Inuit Bid Criteria (IBC) and Nunavut Bid Criteria (NBC) are point rated criteria the details of which are indicated in Annex "B" Inuit and Nunavut Bid Criteria.

Failure to provide such separate written detailed explanation will result in Annex B receiving a score of zero for every criteria even if Annex B contained information.

#### 4.1.3 Financial Evaluation (65%)

##### 4.1.3.1 Mandatory Financial Criteria

- (i) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- (ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

Bids not meeting these mandatory financial criteria will be declared non-responsive.

##### 4.1.3.2 Evaluated Price

The evaluated price will be determined by the unit price per litre for each Line Item. For further clarity, DDP incoterms 2000 includes among other elements that delivery charges must be included.

## 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive.

The selection will be based on the highest responsive combined rating of the overall Inuit and Nunavut bid criteria merit score and pricing score. The ratio will be 35 % for the Inuit and Nunavut bid criteria score and 65% for the prorated evaluated price.

To establish the Inuit and Nunavut bid criteria merit score, the overall Inuit and Nunavut bid criteria 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 35 % .

To establish the pricing score, the evaluated price of each responsive bid will be prorated against the lowest evaluated price and the ratio of 65 % using the following formula:

$$\frac{\text{Lowest evaluated price}}{\text{Evaluated price of bid A}} \times 65 = \text{pricing score of bid A}$$

For each responsive bid, the Inuit and Nunavut bid criteria merit score and the pricing score will be added to determine its combined rating. The responsive bid with the highest combined rating on an item by item basis will be recommended for award of a contract.

More than one contract may be awarded as a result of this solicitation. Each Line Item will be issued to one supplier only.

Neither the responsive bid obtaining the highest Inuit and Nunavut bid criteria merit score nor the one with the lowest evaluated price will necessarily be accepted as the winning bid. The responsive bid with the highest combined rating of Inuit and Nunavut bid criteria merit score and pricing score will be recommended for contract award.

The table below illustrates an example where all three bids are responsive and where the selection of the contractor is determined by a 35/65 ratio of Inuit and Nunavut bid criteria merit and price, in accordance with section B.2.14 of the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area given the competition is limited among IFR firms. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Inuit and Nunavut bid criteria Merit (35%) and Price (65%)

		Bidder 1	Bidder 2	Bidder 3
Overall Inuit and Nunavut bid criteria Score		115/135	89/135	92/135
Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Inuit and Nunavut bid criteria Merit Score	$\frac{115}{135} \times 35 = 29.81$	$\frac{89}{135} \times 35 = 23.07$	$\frac{92}{135} \times 35 = 23.85$
	Pricing Score	$\frac{45}{55} \times 65 = 53.18$	$\frac{45}{50} \times 65 = 58.50$	$\frac{45}{45} \times 65 = 65.00$
Combined Rating		82.99	81.57	88.85
Overall Rating		2nd	3rd	1st

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly during the bid evaluation period or during the contract period.

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the

Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### a. General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures, and/or programs.	
All documents are printed double-sided and in black and white for day-to-day business activity unless otherwise specified by your client.	
Paper used for day-to-day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally-preferable inks and purchases remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day-to-day business activity.	
Recycling bins for paper, newsprint, plastic, and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

#### b. Certificate of Conformance *(Bidder to complete)*

By submitting a bid, the Bidder certifies that all products proposed conform and will continue to conform to the specifications in the Line Item Detail during the period of the Contract.



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items as detailed under the "Line Item Detail".

#### 6.2.1 Quantity Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity for each item identified at line item detail is acceptable to satisfy this requirement.

#### 6.2.2 Optional Quantity

The Contractor grants to Canada the irrevocable options to acquire the optional quantities described below under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the optional quantities in whole or in part at time of ordering the firm quantity or in time for the delivery by sending a written notice to the Contractor:

- i) Up to 100,000 litres CCG vessel Des Groseilliers (Line item 3)
- ii) Up to 300,000 litres CCG vessel Sir Wilfrid Laurier (Line Item 6)
- iii) Up to 100,000 litres vessel Harry Dewolf (Line Item 8)
- iv) Up to 100,000 litres vessel Harry Dewolf (Line Item 9)

Canada is not obligated to order any of the optional quantities

#### 6.2.3 Product Specifications

**6.2.3.1** The Naval Distillate Fuel delivered by the Contractor must conform to the Canadian General Standards Board (CGSB) Standard CGSB-3.11-2017 (latest issue), Type 15, except Pour point max. -15°C, Cloud point max. -9°C, and Kinematic Viscosity at -40°C, min. 2.5 mm<sup>2</sup>/s and max. 4.2 mm<sup>2</sup>/s.

#### 6.2.3.2 Sulphur in Diesel Fuel Regulations

The maximum limit on sulphur in naval distillate fuel (for non-large vessels) is specified as 15 mg/kg, in accordance with the sulphur in Diesel Regulations.

#### 6.2.3.3 Lubricity Requirement

Fuel must have a wear scar diameter of less than or equal to 460 µm at 60°C. If any additives are included in the supplied fuel, the Contracting Authority must be advised.

Contractor must make available full documentation of all CGSB specified parameters well in advance of fuel delivery.

#### 6.2.4 Volume Corrected to 15°C

When Naval Distillate fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date, and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 SACC Manual Clauses

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28
G1005C	Insurance – No Specific Requirement	2016-01-28

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The Work is to be performed during the period of June 1st, 2021 to May 31, 2022.

#### 6.4.2 Delivery Date

All the deliverables must be received as follows:

**Line Item 1:** Estimated delivery period is August 26 to August 28, 2021 for CCG Jean Goodwill and Pierre Radisson at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours. Contractor should allow at minimum 5 consecutive days to finalize fuel transfer.

**Line Item 2:** Estimated delivery period is on or around July 16, 2021 for CCG Terry Fox at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 3:** Estimated delivery period is on or around August 12, 2021 for CCG Des Groseilliers at Resolute Bay, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 4:** Estimated delivery period is on or around August 28, 2021 for CCG Des Groseilliers at Resolute Bay, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 5:** Estimated delivery period is on or around September 10, 2021 for CCG Amundsen at Resolute Bay, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 6:** Estimated delivery period is on or around September 5, 2021 for CCG Sir Wilfred Laurier at Kugluktuk, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 7:** Estimated delivery period is on or around September 18, 2021 for CCG Louis S. St. Laurent at Kugluktuk, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 8:** Estimated delivery period is on or around August 25, 2021 for Ship Harry Dewolf at Arctic Bay, Nunavut.

Contractor to contact CCF personnel: [Adam.Pelham@forces.gc.ca](mailto:Adam.Pelham@forces.gc.ca) - (LCdr Pelham); [Blake.McClelland@forces.gc.ca](mailto:Blake.McClelland@forces.gc.ca) - Lt(N) McClelland; and [Claude.Harper@forces.gc.ca](mailto:Claude.Harper@forces.gc.ca) - Lt(N) Harper to confirm rendezvous date and location at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 9:** Estimated delivery period is on or around September 7, 2021 for Ship Harry Dewolf at Kugluktuk, Nunavut.

Contractor to contact CCF personnel: [Adam.Pelham@forces.gc.ca](mailto:Adam.Pelham@forces.gc.ca) - (LCdr Pelham); [Blake.McClelland@forces.gc.ca](mailto:Blake.McClelland@forces.gc.ca) - Lt(N) McClelland; and [Claude.Harper@forces.gc.ca](mailto:Claude.Harper@forces.gc.ca) - Lt(N) Harper to confirm rendezvous date and location at least 2 weeks in advance, then 1 week, then 24 hours.

Delivery dates for all items are to be confirmed by the Canadian Coast Guard or Department of National Defence, as applicable.

#### **6.4.3 Delivery Verification**

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

#### **6.4.4 Inspection**

Inspection of petroleum products supplied to the Canadian Coast Guard and Department of National Defence must be conducted by the consignee at destination.

#### **6.4.5 Acceptance**

The goods provided must be subject to acceptance by the Canadian Coast Guard or Department of National Defence consignee at destination.

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

- Nunavut Land Claim Agreement (NLCA) for deliveries to\* Iqaluit, Resolute Bay, Arctic Bay and Kugluktuk, Nunavut.

\*where "deliveries to" means goods delivered to, and services performed in

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lynn Weatherbee  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial & Alternative Acquisitions Management Sector  
Industrial Products and Vehicles Procurement Directorate  
Fuel & Construction Products Division (HL)  
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower  
Ottawa, ON K1A 0R5  
Telephone: (873) 353-1813  
E-mail address: [lynn.weatherbee@tpsgc-pwgsc.gc.ca](mailto:lynn.weatherbee@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(To be completed at contract award.)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *Bidder to complete*

	General Enquiries	Delivery/Follow-up
Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

## 6.6 Arctic Waters Pollution Prevention

1. The Contractor must ensure that all vessels used for the performance of Work under this Contract comply with the all applicable Canadian laws and International Conventions. The Contractor must further ensure that all tank vessels and crew entering Arctic waters, where a zero-discharge regime is in effect, observe the Arctic Waters Pollution Prevention Act, Regulations, standards and guidelines, including the Arctic Oil Transfer Guidelines TP10783 and the Guidelines for the Operation of Tankers and Barges TP11663. For greater certainty, the Contractor acknowledges to have read Guidelines TP10783 and TP11663 and that such Guidelines form part of this Contract.

2. In addition to the obligations and requirements stipulated in the Arctic Water Pollution Prevention Act, Regulations, standards and guidelines, the Contractor must provide written notice of the details of proposed voyages into Arctic waters, well in advance of intended operations, to:

Canadian Coast Guard - Fleet, Regional Operations Centre  
Central & Arctic Region  
105, McGill Street  
Montréal, Québec  
H2Y 2E7  
Attn: Superintendent, Operations Centre  
Facsimile: 514-283-1753  
Email: [XCA-MontrealOpsSupt@DFO-MPO.GC.CA](mailto:XCA-MontrealOpsSupt@DFO-MPO.GC.CA)

3. If the Contractor fails to comply with any of the requirements or obligations set out in this Article, then the Contractor must be considered to be in default in carrying out its obligations under this Article. Any delay in the Contractor's performance of work under this Contract which is related to or arising from the requirements set out in this Article or under such Act, Regulations, standards or Guidelines will not be interpreted or construed as a force majeure event or as a circumstance allowing excusable delay.

## 6.7 Payment

### 6.7.1 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 a firm unit price, as shown at Line Item Detail, subject to adjustment, as specified below. 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.

### BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Unit prices as shown at Line Item Detail will be subject to weekly upward or downward adjustment using the Reference Marker price gathered by Kent Group Ltd (<https://charting.kentgroupltd.com>) for wholesale by marketer rack price. The reference marker price will be the Monday to Friday average of all wholesale rack prices for the product at the designated centre. The Reference Marker price used is (ULS) Diesel.

Designated Centre - This is the city from which the Reference Marker Prices will be selected.

a) For Naval Distillate Fuel (Line Items 1-9), the Designated Centre is: Montreal.

#### 6.7.1.1 Unit Prices/Taxes

The firm unit prices offered in the Line Item Detail, exclude all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, taxes or levies, as a result of the sale of the product to Canada, except as otherwise provided in the Contract, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

#### 6.7.1.2 Method of Calculating Unit Price Adjustments for all Requirements

An adjustment to the firm unit prices per litre in the Line Item Detail will be calculated as indicated hereunder.

The adjustment to the unit price will be equal to the applicable Kent Group Ltd Reference Marker price for the week ending on **the Friday just prior to the vessel loading date** at origin ("B" week value) minus the applicable Reference Marker price for the week ending June 4, 2021 ("A" week value), plus the bid price.

The contractor shall provide a copy of the ship manifest, or another document acceptable to PWGSC, as proof of the vessel loading date.

#### 6.7.1.3 Revision of Reference Marker

In the event that:

A) the applicable Reference Marker is discontinued; or

B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;

the parties shall mutually agree upon an appropriate and comparable substitute and the Contract be modified to reflect such substitute on a mutually agreed upon date.

#### 6.7.2 Terms of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

#### 6.7.3 Electronic Payment of Invoices - Contract

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

- a. ☐ Visa Acquisition Card;
- b. ☐ MasterCard Acquisition Card;
- c. ☐ Direct Deposit (Domestic and International);
- d. ☐ Electronic Data Interchange (EDI);
- e. ☐ Wire Transfer (International Only).

#### 6.8 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.

All invoices must contain the following information:

- a. Contract Serial Number;
- b. Name of Client Department;
- c. Delivery Destination (including building numbers where applicable);
- d. Product Identification, quantity, and price per litre;
- e. Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f. The address where payment is to be sent.
- g. Name of the vessel and the purchase order number/requisition number if applicable.

2. Invoices must be distributed as follows:

- a) The original and one (1) copy of each invoice must be made out to the Project Authority and forwarded to the invoicing address as set out on Page 2 - Destination Detail for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

### 6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2020-05-28) Goods (Medium Complexity);



- (c) ANNEX "C", Report  
(d) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on \_\_\_\_\_ *" or "*, as amended on \_\_\_\_\_ *" and insert date(s) of clarification(s) or amendment(s)*

#### 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Incoterms 2000 to the locations in Line Item Detail.

The Contractor is responsible for all delivery charges, administration costs, and risks of transport and customs clearance, including the payment of customs duties and taxes.

The point of custody transfer shall be at the CCG vessel manifold, where inspection samples may be taken.

#### 6.13 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

#### 6.14 Reporting Requirements – Inuit Benefits and Nunavut Benefits

##### 6.14.1 General

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

##### 6.14.2 Reporting

The Contractor must provide a report in electronic format within 10 days of completion of delivery to the Contracting Authority detailing its progress on meeting its 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.

##### 6.14.3 Deviation(s)

- a. The Contractor must advise the Contracting Authority of any deviations from the Inuit benefits and/or Nunavut benefits portion of the Contract.
- b. Canada will provide comments within 10 business 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 Contracting 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.

#### **6.14.4 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.

b. 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.

## **ANNEX A – Electronic Payment Instruments**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX B – INUIT AND NUNAVUT BID CRITERIA

Rated Criteria	Evaluation Criteria	Evaluation Weight	Bid Page number	Points obtained				
R1 - Inuit Employment	<p>The employment of Inuit labour, in carrying out the contract where Inuit refers specifically to the Inuit who are beneficiaries of the Nunavut Land Claims Agreement.</p> <p>Keep list of names of all employees, especially Inuit employees, in the event of an audit.</p> <p>Bidder will be evaluated on their proposed use of Inuit employees in carrying out the work.</p> <p>The percentages identified below relate specifically to Inuit labour hours regardless of whether they are from the Prime Contractor staff, the Sub-contractor staff, or both, so long as they are hours performed for the purpose of performing the Work under the contract.</p> <p>Percentages must be supported by:</p> <ul style="list-style-type: none"><li>a list of specific positions and categories performing Work under the Contract;</li><li>overall percentage of labour participating in the Work procured as opposed to the percentage of Inuit labour;</li><li>total labour hours and the total project hours that may or will be staffed by Inuit employees performing Work under the Contract.</li></ul> <p>The total labour hours is to include all the labour hours of the prime contractor and all subcontractors,.</p> <p>0-100% of total labour hours = 0-50 points. Points will be assigned based on a percentage % of the total Points available.</p> <p>___ % x total points available = assigned points</p> <p>Example: Bidder guarantees 65% of labor hours will be Inuit labour hours= 65% of total points (50)</p> <p>65 % x 50 = 32.5 points.</p>	50 points						
R2 Inuit Training and Skills Development	<p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit Peoples at no additional cost under this Contract. Inuit here refers specifically to the Inuit who are beneficiaries of the Nunavut Land Claims Agreement.</p> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points;</p>	50 points						
	<table><tr><td></td><td>Bidder 1</td><td>Bidder 2</td><td>Bidder 3</td></tr></table>		Bidder 1	Bidder 2	Bidder 3			
	Bidder 1	Bidder 2	Bidder 3					

	<table><tr><td>Total number of Inuit training</td><td>20 hours</td><td>35 hours</td><td>60 hours</td><td></td><td></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><td></td><td></td></tr></table>	Total number of Inuit training	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					
Total number of Inuit training	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													
	<p>The following is information required to demonstrate Inuit labour commitment:</p> <ul style="list-style-type: none"><li>• details on the type of training being offered and how it is relevant to the procurement;</li><li>• total number of Inuit training hours proposed;</li><li>• the skills the training will develop;</li><li>• strategies for retaining Inuit who have completed training;</li><li>• the duration of training; and</li><li>• the number of Inuit to be trained.</li></ul>															
R3 Inuit Ownership (of Prime and Sub- contractors)	<p>The Bidder will be evaluated on its use Inuit Sub-Contractors for services or the procurement of supplies and equipment.</p> <p>Subcontractors/suppliers submitted as a firm on the IFR must be in good standing on the IFR for the duration of the work subcontracted for, in its entirety.</p> <p>Sub-contractors/suppliers must be the company to <u>perform the work/provide the goods</u>.</p> <p>Bidders must provide their commitment to sub-contractors/suppliers on the IFR in accordance with the following:</p> <p>Estimated value of Contract: \$ _____ (a) Value of Prime/Subcontractors/Suppliers <b>NOT</b> on the IFR: \$ _____ (b)</p> <p>Points will be assigned based on a percentage of the total points available: (b) / (a) x 100 = (c) 100 – (c) = % x available points = assigned points</p> <p><b>Example:</b> <i>Estimated value of Contract:</i> \$100,000 (a) <i>Value of prime/subcontractors/suppliers not on the IFR:</i> \$ 45,000 (b)</p> <p><math>\\$45,000 / \\$100,000 \times 100 = 45</math> <math>100 - 45 = 55\% \times 50 = 27.50</math> assigned points</p> <p><b>NOTE:</b> Percentages must be supported by a list of specific subcontractor/suppliers that can be confirmed to be on the IFR. Verification of Inuit businesses will be made through:</p> <p>The Inuit Firm Registry Database <a href="http://inuitfirm.tunnngavik.com/">http://inuitfirm.tunnngavik.com/</a></p> <p>The following are examples of what a bidder must provide to demonstrate their commitments:</p> <ul style="list-style-type: none"><li>• Demonstrable Inuit ownership of prime and/or subcontractor(s) through registration on the on the Inuit Firm Registry (IFR);</li><li>• list of specific Inuit businesses that will be subcontractors/suppliers;</li><li>• the type of work to be carried out by Inuit businesses on the IFR; and</li></ul>	50 points														

	<ul style="list-style-type: none"> <li>the total contract value of the work to be performed by Inuit businesses on the IFR.</li> </ul>			
R4 Location in the Nunavut Settlement Area (NSA).	<p>Bidders will be evaluated on the location of their head offices, administrative offices or other facilities in the Nunavut Settlement Area in performing work under the government contract.</p> <p>Points will be assigned as follows.</p> <p>Bidder (Points double if no subcontractors/suppliers /under the contract)</p> <ol style="list-style-type: none"> <li>Head office – 7.5 points</li> <li>Administrative Office(s) – 3 points</li> <li>Other Facility(ies) - 2 points</li> </ol> <p>Subcontractors and/or Suppliers (12.5 points available)</p> <ol style="list-style-type: none"> <li>Head office – 7.5 points</li> <li>Administrative Office(s) – 3 points</li> <li>Other Facility(ies) - 2 points</li> </ol> <p>Supporting Documentation</p> <p>Bidders must provide details regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>a description of the locations, including addresses;</li> <li>proof of Inuit Ownership, if applicable;</li> <li>describe the nature of the firm's presence in the NSA; and</li> <li>number of years the firm has been in the identified locations in the NSA.</li> </ul>	<b>25 points</b>		
<i>Total of rated criteria</i>		<b>175 points</b>		

## ANNEX C - Report

1. The Contractor must provide the Contracting Authority with a summary of activities undertaken to meet the commitments made as part of the IBP/NBP contractual obligation. The Certification and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor upon final delivery.
2. This will include at a minimum a list of the achieved versus committed for the following:
  - a. **Inuit employment:**
    - a. Name of Inuit employee
    - b. Inuit employee beneficiary number
    - c. Employment type
    - d. Hours of work
    - e. Dollar value paid
  - b. **Inuit training and skills development**
    - a. Name of Inuit employee
    - b. Inuit employee beneficiary number
    - c. Employment type
    - d. Hours of work
    - e. Dollar value paid
  - c. **Inuit subcontracting**
    - a. Name of Inuit firm on IFR
    - b. Inuit firm ID on IFR
    - c. Dollar value
    - d. Inuit employee beneficiary number
    - e. Employment type
    - f. Hours of work
  - d. **Nunavut Benefits Criteria**
    - a. Vendor or subcontractor name
    - b. Vendor address in the NSA
    - c. Nature of presence in the NSA
3. The Contractor must indicate if any objectives were not met, identify why they were not.
4. Canada reserves the right to verify any information provided in the IBP.
5. When requested by Canada, an independent professional engaged by the Contractor will monitor and confirm that the Contractor has met their objectives. Refer to Article 6.14.4 - *Third Party Independent Professional* of the Contract Clauses.
6. For follow-up purposes, the communities may receive copies of the contractors Inuit and Nunavut Benefits Plan, reports and periodically receive performance monitoring results.

Return Reports to:  
Contracting Authority:  
Name: Lynn Weatherbee, Supply Specialist  
E-mail address: [lynn.weatherbee@pwgsc-tpsgc.gc.ca](mailto:lynn.weatherbee@pwgsc-tpsgc.gc.ca)

## Report

**TABLE 1 – Certification of Achievement of Inuit Labour Content**

Total No. of Inuit Employee Hours for This Contract = \_\_\_\_\_ %  
Total Employee Hours for This Contract.

Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees.	Inuit Beneficiary Number	Type of Employment	Total Hours Worked
Total Inuit Employee Hours			
Total Non-Inuit Employee			

**TABLE 2 – Inuit Training and Skills Development 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 ownership (of prime or sub-contractor/suppliers) Commitment**

Total Estimated Cost for Inuit Contractor/Subcontracting/Suppliers for This Contract = \_\_\_\_\_ % Total Bid Price  
Total Estimated Contract Value

NOTE: only contractor/subcontractors and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry with an administrative office or facility will be included in the calculations. Verification of Inuit businesses will be made in accordance with The Inuit Firm Registry Database

<http://inuitfirm.tunngavik.com/>.

Company Name	Description of Work	Value of Contract/Subcontract or Suppliers (\$)	Inuit Company	Non-Inuit Company
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes



**TABLE 4 – Location of business in the Nunavut Settlement Area**

Provide Current Business address		
Bidders 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 bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Subcontractor Name	Subcontractor Address in the NSA	Nature of Presence in the NSA

**TABLE 5 – IBP/NBP Financial Commitment**

IBP/NBP Financial Commitment	
5.1 Total dollar value of Inuit labour (Prime contractor and subcontractor) performing Work under the Contract	\$ _____
5.2 Total dollar value of Inuit Training and Skills Development 1. Labour rates for on-the-job or in-house training, apprenticeship, and/ or other training/ skill development that has already been captured in 5.1 Inuit Labour – Financial Commitment cannot be captured in this criteria again.	\$ _____
5.3 Value of IFR contracting (prime contractor/subcontractor/supplier) 1. If the Prime contractor is an IFR firm, the total dollar value of the IFR contracting will also include the prime contractor's portion of the contract. 2. The Value of IFR contracting must not include any amount that has already been captured in 5.1 Labour – Financial Commitment and 2.2 Inuit Training and Skills Development – Financial Commitment above.	\$ _____
<b>Total</b>	\$ _____

## ANNEX D – FINANCIAL BID FORM

Bidders who complete Annex B must also complete the Financial Bid Form (Annex D). Annex D is to be submitted as part of the Bid together with the Line Item Details under the Financial Bid section.

Applicable taxes are not included. Payments will be made in accordance with Article 6.3.1 General Conditions, 6.6 Payment and 6.8 Invoice.

**A)** Total cost of Insurance and bonding:

\$ \_\_\_\_\_

**B)** A breakdown of the value of Inuit benefits as follows:

	Description	Bid Amount
1.	Pricing for the employment of Inuit labour as certified in Annex C: The employment of Inuit in carrying out the work of the contract.	\$ _____
2.	Pricing for Inuit Training and Skills Development as certified in Annex C: The delivery of Inuit training and skills development	\$ _____
3.	Pricing for Inuit ownership (of prime and/or sub-contractor/suppliers) as certified in Annex C:  The use of prime and/or sub-contractors/suppliers that are on the Inuit Firm Registry (IFR) in carrying out the contract.	\$ _____
4.	<b>TOTAL VALUE OF INUIT BENEFITS</b>	\$ _____

**TOTAL OF 2A) + 2B) = \$ \_\_\_\_\_**

## ANNEX E to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
  - ☐ A2. The Bidder certifies being a public sector employer.
  - ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
  - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
  - ☐ A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
    - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.
- OR**
- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)