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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this procurement.

1.2 Requirement

The requirement is detailed in Annex A - Line Item Details.

1.3 Comprehensive Land Claims Agreement(s)

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

- Labrador Inuit Land Claims Agreement (2005)
- Nunavut Land Claims Agreement (1993)
- Inuvialuit Final Agreement (1984)

1.4 Nunavut Directive

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

The Nunavut Directive has the following objectives:

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

1.5 Debriefings

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

1.6 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-United Kingdom Trade Continuity Agreement (TCA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

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 and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

2.2 Equivalent Products

Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a) designates the brand name, model and/or part number of the substitute product;

Products offered as equivalent in form, fit, function and quality will not be considered if:

- b) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- c) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within 20 calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

2.3 Equivalent Products and Replacement Part Number from OEM – Samples

If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 20 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.4 Electronic Submission of Bids

Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in the subparagraph below.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

2.6 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (soft copy)
- Section II: Financial Bid (soft copy)
- Section III: Certifications (soft copy)
- Section IV: Inuit Benefits Plan (soft copy)
- Section V: Additional Information (soft copy)

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at CFB North Bay, 22 Wing, Building 109, Hornell Heights, ON, Incoterms 2020, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

Pricing Schedule

Bidders may use Attachment 1 to Part 3 (attachment 1 to the Notice of Proposed Procurement) to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "B" 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

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

Section IV: Inuit Benefits Plan

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

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

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

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

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, financial, and IBP merit evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Bidders must provide the Part Number or equivalent as noted in Annex A - Line Item Details.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at CFB North Bay, 22 Wing, Building 109, Hornell Heights, ON, Incoterms 2020, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.1.3 Inuit Benefits Plan (IBP) Merit Evaluation

The IBP merit evaluation will be determined using the rating guide in Annex "D" Inuit Benefits Plan Evaluation.

4.2 Basis of Selection

- 4.2.1 A bid must comply with the requirements of the bid solicitation to be declared responsive.
- 4.2.2 To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation; and,
 - b. meet all mandatory criteria.
- 4.2.3 Bids not meeting the requirements specified in Section 4.2.2 will be declared non-responsive.
- 4.2.4 The selection will be based on the highest responsive combined rating of total IBP merit and price. The ratio will be 35% for the total IBP merit, and 65% for price.
- 4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 65% as follows: lowest evaluated price / bid price multiplied by the ratio of 65.
- 4.2.6 The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion multiplied by the percentage ratio applicable for that criterion.
- 4.2.7 The total IBP merit score is the combined sum total of all individual IBP merit scores.
- i. Inuit Employment 15 %
 - ii. Inuit Ownership (Contractor and subcontractors) 15 %
 - iii. Location in the Nunavut Settlement Area (NSA) 5 %
- 4.2.8 For each responsive bid, the total IBP merit score and the pricing score will be added to determine its combined rating.
- 4.2.9 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 total IBP merit score and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.
- 4.2.10 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 35/65 ratio of total IBP merit score and pricing score, respectively. In the example below, Inuit employment is weighted at 15%, Inuit Ownership (Contractor and subcontractors) is weighted at 15%, and Location in the Nunavut Settlement Area (NSA) is 5%.

Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (35%) and Price (65%).

	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		Responsive	Responsive	Responsive
Bid Evaluated Price		\$16,000	\$17,000	\$20,000
Inuit Benefits Plan	Inuit Employment Score	31.75/40	32.75/40	33.75/40
	Inuit Ownership Score	15/40	35/40	25/40
	Location in NSA Score	20/20	20/20	20/20
Calculations: Price	Pricing Score	$16/16 \times 65 = 65$	$16/17 \times 65 = 61.18$	$16/20 \times 65 = 52$
Calculations: Total IBP Merit Score	Inuit Employment Merit Score	$31.75/40 \times 15 = 11.91$	$32.75/40 \times 15 = 12.28$	$33.75/40 \times 15 = 12.66$
	Inuit Ownership Merit Score	$15/40 \times 15 = 15$	$35/40 \times 15 = 13.13$	$25/40 \times 15 = 9.38$
	Location in NSA Merit Score	$20/20 \times 5 = 5$	$20/20 \times 5 = 5$	$20/20 \times 5 = 5$
Combined Rating		96.91	91.59	79.04
Overall Rating		1st	2nd	3rd

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 otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

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 *Ineligibility and Suspension Policy* (<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 website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.3 Reporting Inuit and Nunavut Benefits

Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:

1. Total hours and total dollars spent on Inuit Employment
2. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
3. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area

As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.

Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "D" (IBP Progress Report) of the Contract.

If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail" and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

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, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 31 March 2023.

6.4.2 Comprehensive Land Claims Agreement(s)

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

- Labrador Inuit Land Claims Agreement (2005)
- James Bay and Northern Quebec Agreement (JBNQA) (1975)
- Nunavik Inuit Land Claims Agreement (2008)
- Nunavut Land Claims Agreement (1993)
- Inuvialuit Final Agreement (1984)

6.4.3 Shipping Instructions

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

1. Incoterms 2020 "DDP Delivered Duty Paid" CFB North Bay, 22 Wing, Building 109, Hornell Heights, ON P0H 1P0

6.5 Authorities

6.5.1 Contracting Authority

To be completed at contract award

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

6.5.2 Technical Authority

To be completed at contract award

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

6.5.3 Canada's Inuit Benefits Plan Authority

To be completed at contract award

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

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

6.5.4 Contractor's Representative

To be completed at contract award

6.5.5 Contractor's Inuit Benefits Plan Authority

To be completed at contract award

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

6.6 Payment

6.6.1 Basis of Payment

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

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

6.6.2 Limitation of Price

SACC *Manual clause* C6000C (2017-08-17) Limitation of Price

6.6.3 Terms of Payment

SACC *Manual clause* H1001C (2008-05-12) Multiple Payments

6.6.4 Inuit Benefits Plan Achievement Holdback

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

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 10% of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:

-
- a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

6.6.5 Invoice Submission

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 the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report;
- c. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "D" (IBP Progress Reporting) of the Contract.

Invoices must be distributed as follows:

- d. 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 Certifications and Additional Information

6.7.1 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.

6.7.2 Nunavut Directive: Disclosure of Information

The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information

The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions

6.7.3 Nunavut Directive: Inuit Benefits Plan Progress Report

The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:

1. Total hours and total dollars spent on Inuit Employment
2. Total hours and total dollars spent on Inuit Training
3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area

As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.

The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "D" (IBP Progress Report) of the contract.

If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

6.7.4 Nunavut Directive: Third party independent professional

If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.

If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.

The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.

If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.

If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:

- a. Canada will not reimburse the Contractor any cost of the third party independent professional;
- b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
- c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.

Nothing in this section limits any other remedy or action available to Canada under this contract.

6.7.5 Nunavut Directive: Inuit Benefits Plan deviations

If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.

If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.

If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.

Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.

Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

6.8 Applicable Laws

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

6.9 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) General Conditions 2010A (2020-05-28) - Goods (Medium Complexity);
- (c) Annex A - Line Item Details;
- (d) Annex B – Electronic Payment Instruments;
- (d) Annex C – Inuit Benefits Plan;
- (e) Annex D – Inuit Benefits Plan Evaluation;
- (f) Annex E – Inuit Benefits Plan (IBP) Progress Report; and,
- (g) the Contractor's bid dated _____ (insert date of bid)

6.10 Defence Contract

SACC Manual clause A9006C (2021-07-16) Defence Contract

6.11 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

6.12 Packaging Requirement

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of 1 by package.

6.13 Quality Assurance

SACC Manual clause D5545C (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

6.14 Other

SACC Manual clause D2025C (2017-08-07), Wood Packing Materials
SACC Manual clause D2000C (2007-11-30), Marking
SACC Manual clause D2001C (2007-11-30), Labelling
SACC Manual clause D6010C (2007-11-30), Palletization
SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies

6.15 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable.

6.16 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.

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

ANNEX A – LINE ITEM DETAILS

(to be amended on contract award to include pricing)

ITEM	DESCRIPTION	UNIT OF ISSUE	QUANTITY	DESTINATION ADDRESS	INVOICE ADDRESS	FIRM UNIT PRICE (TAXES EXCLUDED)	EXTENDED PRICE (TAXES EXCLUDED)	TOTAL PRICE (TAXES INCLUDED)
1	NSN: 4520-20-006-5102 HEATER,DUCT TYPE,PORTABLE PART NUMBER: BT400- NEX-D NCAGE: 38529 OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	Department of National Defence 101 Colonel by Drive Ottawa, Ontario K1A 0K2 Canada Attn: Fawaz Awan, DAP 7-2-2 Fawaz.awan@forces.gc.ca			
2	12x15',VINYL HITEX DUCT w/6 PITCH (-30°F TO +350°F) PART NUMBER: TD012HT OR EQUIVALENT	EA	40	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	Department of National Defence 101 Colonel by Drive Ottawa, Ontario K1A 0K2 Canada Attn: Fawaz Awan, DAP 7-2-2 Fawaz.awan@forces.gc.ca			
3	NSN: 4520-00-675-5331 ADAPTER,AIR DUCT PART NUMBER: FT921 NCAGE: 83144 OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	Department of National Defence 101 Colonel by Drive Ottawa, Ontario K1A 0K2 Canada Attn: Fawaz Awan, DAP 7-2-2 Fawaz.awan@forces.gc.ca			
4	DUCT ADAPTER PLUG PART NUMBER: FT921P OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	Department of National Defence 101 Colonel by Drive Ottawa, Ontario K1A 0K2 Canada Attn: Fawaz Awan, DAP 7-2-2 Fawaz.awan@forces.gc.ca			

5	6x15', VINYL HITEX DUCT w/1.5-3 PITCH (300°F) PART NUMBER: TD006HT OR EQUIVALENT	EA	60	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	Department of National Defence 101 Colonel by Drive Ottawa, Ontario K1A 0K2 Canada Attn: Fawaz Awan, DAP 7-2-2 Fawaz.awan@forces.gc.ca			
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ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION

Pricing Schedule

ITEM	DESCRIPTION	UNIT OF ISSUE	QUANTITY	DESTINATION ADDRESS	QUALITY ASSURANCE CODE (QAC)	CONTROLLED GOODS (CTAT OR ITAR)	FIRM UNIT PRICE (TAXES EXCLUDED)	EXTENDED PRICE (TAXES EXCLUDED)	TOTAL PRICE (TAXES INCLUDED)
1	NSN: 4520-20-006-5102 HEATER,DUCT TYPE,PORTABLE PART NUMBER: BT400- NEX-D NCAGE: 38529 OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	C	NO			
2	12x15',VINYL HITEX DUCT w/6 PITCH (-30°F TO +350°F) PART NUMBER: TD012HT OR EQUIVALENT	EA	40	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	C	NO			
3	NSN: 4520-00-675-5331 ADAPTER,AIR DUCT PART NUMBER: FT921 NCAGE: 83144 OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	C	NO			
4	DUCT ADAPTER PLUG PART NUMBER: FT921P OR EQUIVALENT	EA	20	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	C	NO			

5	6x15', VINYL HITEX DUCT w/1.5-3 PITCH (300°F) PART NUMBER: TD006HT OR EQUIVALENT	EA	60	CFB North Bay 22 Wing Building 109 Hornell Heights ON, Canada P0H 1P0	C	NO			
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ANNEX B - ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

ANNEX C – INUIT BENEFITS PLAN

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

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

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

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

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

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

Key Terms

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

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

Additional information on the Inuit Enrolment List is available at:

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

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

INUIT EMPLOYMENT

Commitment Table 1 – EIE Commitment

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

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

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

Bidders are required to detail commitments for the entire contract term.

1-A Total EIE

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

Total for all contract term	Total EIE Staff (Contractor and subcontractor)	Total Dollar Value (Contractor and subcontractor)	
	(S1)	\$	(S2)

IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in Annex D (INUIT BENEFITS PLAN EVALUATION).</p> <p style="text-align: center;">Bidders must clearly indicate where in their proposal this information has been provided.</p>

INUIT OWNERSHIP

Commitment Table 2 – Inuit Ownership Commitment

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

Bidders are required to detail commitments for the entire contract term.

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

Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this contract term	\$
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Total Dollar Value of IFR (Contractor/Subcontractor/Supplier) for all contract term	\$	(F)
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IBP Commitment Implementation
<p>Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation in Annex D (<u>INUIT BENEFITS PLAN EVALUATION</u>).</p> <p>Bidders must clearly indicate where in their proposal this information has been provided.</p>

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Commitment Table 3 – NSA Location Commitment

Bidders are required to detail commitments for the entire contract term.

3-A Location of Business in the NSA

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

ANNEX D – INUIT BENEFITS PLAN EVALUATION

Commitment Tables

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

Evaluation of IBP Commitments

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

Score Calculations for IBP Commitments

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

EXAMPLE

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.2	EIE Dollar Value Commitment	\$5000	\$5500	\$6000
	Total points available = 40	$\$5000 / \$6000 \times 40 =$ 33.33	$\$5500 / \$6000 \times 40 =$ 36.67	$\$6000 / \$6000 \times 40 =$ 40
Inuit Employment Score (40 Points available) :		33.33/40	36.67/40	40/40

Evaluation of IBP Commitment Implementation

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

Score Calculations for IBP Commitment Implementation

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

INUIT EMPLOYMENT

<p>EIE Commitment This criterion is worth 40% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 1-A at Annex "C" (INUIT BENEFITS PLAN).</p>		
1.1	<p>EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIEs, in carrying out the work. The commitments identified below relate specifically to the total dollar value to be paid to EIEs regardless of whether employed by the Contractor or subcontractor staff.</p> <p>Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIEs (Contractor and subcontractor): \$ _____ (S2)</p>	/40
Total Points Available for EIE Staffing		/40

INUIT OWNERSHIP

<p>This criterion is worth 40% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 2-A at Annex "C" (INUIT BENEFITS PLAN).</p>		
2.1	<p>Inuit Ownership – Dollar value Commitment</p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>	/40
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)		

LOCATION IN THE NUNAVUT SETTLEMENT AREA

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 20% of the bid evaluation points available IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 3-A at Annex XX (INUIT BENEFITS PLAN).	
3.1	<p>NSA Location – Commitment</p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 10 points will be assigned for this criterion. 5 for the Contractor and 5 for the sub-contractors and suppliers. If the Contractor is not utilizing any subcontractors and/or suppliers, the Contractor points are worth double, up to a maximum of 10 points.</p> <p>Points will be assigned as follows:</p> <p>Contractor (20 points [if Contractor only] / 10 points [Contractor and subcontractors/suppliers]):</p> <ol style="list-style-type: none"> 1. Head Offices (4 points) 2. Administrative Offices (4 points) 3. Other Staffed Facilities (2 points) <p>Subcontractors and/or Suppliers (10 points):</p> <ol style="list-style-type: none"> 1. Head Offices (4 points) 2. Administrative Offices (4 points) 3. Other Staffed Facilities (2 points) <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> • a description of the locations, including addresses; • describe the nature of the firm's presence in the NSA; and • number of years the firm has been in the identified locations in the NSA.
Total Points Available for Inuit Location	
/20	

ANNEX E – INUIT BENEFITS PLAN PROGRESS REPORT

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

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements during and at the end of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

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

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

Disclosure of Information

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

Deviations

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

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

Key Terms

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

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

Additional information on the Inuit Enrolment List is available at:

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

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

INUIT EMPLOYMENT

Table 1 – EIE Progress Report.

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

Period/Year/Phase/Other: **Invoice Submission**

1-A Total EIE

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

1-B EIE Cumulative

		Total Dollar Value committed for EIE in the IBP (A2)	\$	Total EIE Staff committed in the IBP (S1)	
Total of EIE Hours for all Invoice Submissions, up to now and including this one		Total Dollar Value paid to EIE for all Invoice Submissions, up to now and including this one.		Number of EIE staffed for all Invoice Submissions, up to now and including this one	
		Total Dollar Value remaining to meet commitment	\$	Total EIE to be staffed to meet staffing commitment	

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

IBP Deviation Explanations (Use additional pages if necessary)

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

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Comments (Use additional pages if necessary)

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INUIT OWNERSHIP

Table 2 – Inuit Ownership Progress Report

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

Period/Year/Phase/Other: Invoice Submission

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

2-B Cumulative

<p style="text-align: center;">Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Invoice Submissions, including this one.</p>	\$
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Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
Total Dollar Value remaining	\$

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

IBP Deviation Explanations (Use additional pages if necessary)

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

Comments (Use additional pages if necessary)

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 3 – NSA Location Commitment Progress Report

3-A Location of Business in the NSA

Period/Year/Phase/Other: Invoice Submission

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

