# **Return Bids to:**

#### Retourner Les Soumissions à:

Natural Resources Canada / Ressources naturelles Canada

Bid Receiving/ Réception des soumissions See herein for bid submission instructions/ Voir ici pour les instructions de soumission des offres

# Request for Proposal (RFP) Demande de proposition (DDP)

#### Proposal To: Natural Resources Canada

We hereby offer to sell to His Majesty the King 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 à: Ressources Naturelles Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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**

# Issuing Office - Bureau de distribution

Natural Resources Canada / Ressources naturelles Canada

Finance and Procurement Management Branch 580 Booth Street Ottawa, ON K1A 0E4

#### Title - Sujet

Helicopter Charter Services for the Polar Continental Shelf Program (PCSP)

Solicitation No. - No de l'invitation

Date

April 9, 2024 NRCan- 5000078171-01

Requisition Reference No. - Nº de la demande 180694-01

Solicitation Closes - L'invitation prend fin at - à 2 p.m. Eastern Standard Time (EST) on - le May 1, 2024

Address Enquiries to: - Adresse toutes questions à:

Brenda.Harlow@NRCan-RNCan.gc.ca

Telephone No. - No de telephone

Destination – of Goods and Services: Destination - des biens et services:

Natural Resources Canada 2464 Sheffield Road 1-75 Ottawa, ON K1B 4E5

# Security - Sécurité

THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.

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

Telephone No.:- No. de téléphone:

Email - Courriel:

Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation:
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Inuit Benefit Plan, the Inuit Benefit Plan Progress Report, the Insurance Requirements, and the Task Authorization Form.

#### 1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to provide the services of single engine light helicopter, including pilot(s), engineer(s), and maintenance services supporting the PCSP's operations.

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

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

## 1.2.2 Nunavut Directive

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

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. 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.

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 "D" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

- a. 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 to firms on the Inuit Firm Registry
  - 3. Location of Contractor/suppliers in the Nunavut Settlement Area
- b. 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.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "D" (IBP Progress Report) of the Contract.
- d. 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.
- e. In addition to c., IBP Progress Reports, in accordance with Annex "D" (IBP Progress Report) of the contract, may also be requested by the Contracting Authority for submission no later than 15 calendar days after completion of task authorization.
- 1.2.3 This bid solicitation allows bidders to use the CPC 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.

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.

#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- In the complete text content (except Section 1 and 3)

Delete: Public Works and Government Services Canada" and "PWGSC"

Insert: "Natural Resources Canada." and "NRCan"

- At 02 Procurement Business Number:

**Delete:** "Suppliers are required to" **Insert:** "It is suggested that suppliers"

- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service,

article 1:

**Delete:** in its entirety

 At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:

**Delete**: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: <a href="mailto:tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca">tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca</a>. or, if applicable, the email address identified in the bid solicitation.

**Insert:** The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: <a href="mailto:procurement-approvisionnement@NRCan-RNCan.gc.ca">procurement-approvisionnement@NRCan-RNCan.gc.ca</a>

- At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service,

article 2b:

**Delete**: "six business days" **Insert**: "five business days"

- At 20, Further information, article 2b:

Delete: in its entirety

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

Delete: 60 days Insert: 180 days

## 2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

**Note 1:** Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions <u>2003 (article 08, paragraph 2)</u>, or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

**Note 2:** Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

**IMPORTANT:** It is requested that you write the bid solicitation number in "Subject" of the email:

#### NRCan-5000078171 - Helicopter Charter Services for the Polar Continental Shelf Program

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

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

#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation

Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits

Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian

Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D
3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian

Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances

Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C
8

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes**  $\square$  **No**  $\square$ 

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2019-01 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

#### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** □ **No** □

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

# 2.4 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.

## 2.5 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

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

Canada requests that the Bidder submits its bid in separately saved documents as follows:

Section I: Technical Bid Section II: Inuit Benefits Plan Section III: Financial Bid Section IV: Certifications

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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

# Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the Work.

#### Section III: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the "Financial Bid Presentation Sheet " (in Appendix "B").

#### 3.1.2 Exchange Rate Fluctuation

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

# Section IV: Certifications

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

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

Mandatory evaluation criteria are included in Appendix "A" – Evaluation Criteria.

#### 4.1.2 Inuit Benefits Plan Evaluation

The IBP evaluation criteria are included in Appendix "C" (INUIT BENEFITS PLAN EVALUATION).

#### 4.2 Basis of Selection

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria.
- 2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
- 3. 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. 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.
- 5. 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.
- 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%
- 7. For each responsive bid, the total IBP merit score, and the pricing score will be added to determine its combined rating.
- 8. 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.

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 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 5%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

Table 2:Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (35%) and Price (65%).

|                               |                                 | Bidder 1             | Bidder 2                | Bidder 3                |
|-------------------------------|---------------------------------|----------------------|-------------------------|-------------------------|
| Overall Technical Score       |                                 | 90/100               | 85/100                  | 95/100                  |
| Bid Evaluate                  | ed Price                        | \$16,000             | \$17,000                | \$20,000                |
|                               | Inuit Employment Score          | 31.75/40             | 32.75/40                | 33.75/40                |
| Inuit Benefits Plan           | Inuit Training Score            | 5/15                 | 10/15                   | 15/15                   |
| muit Benefits Plan            | Inuit Ownership Score           | 15/40                | 35/40                   | 25/40                   |
|                               | Location in NSA Score           | 10/10                | 10/10                   | 10/10                   |
| Calculations: Price           | Pricing Score                   | 16/16 x 65 =65       | 16/17 x 65 =<br>61.18   | 16/20 x 65 = 52         |
|                               | Inuit Employment Merit<br>Score | 31.75/40 x 10 = 7.94 | 32.75/40 x 10 =<br>8.19 | 33.75/40 x 10 =<br>8.44 |
| Calculations: Total IBP Merit | Inuit Training Merit<br>Score   | 5/15 x 10 = 3.33     | 10/15 x 10 =<br>6.67    | 15/15 x 10 = 10         |
| Score                         | Inuit Ownership Merit<br>Score  | 15/40 x 10 =<br>3.75 | 35/40 x 10 =<br>8.75    | 25/40 x 10 =<br>6.25    |
|                               | Location in NSA Merit<br>Score  | 10/10 x 5 = 5        | 10/10 x 5 = 5           | 10/10 x 5 = 5           |
| Combined Rating               |                                 | 85.02                | 89.79                   | 81.69                   |
| Overall Rating                |                                 | 2nd                  | 1st                     | 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 specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

# 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> 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 specified 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 In accordance with the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, the Contractor must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a
  complete list of the names of all current directors or, for a privately owned corporation, the names of
  the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

| Supplier's Legal Name:                    |               |  |
|---|---------------|--|
| OR  |               |  |
| Name of each member of the joint venture: |               |  |
| Member 1:                                 |               |  |
| Member 2:                                 |               |  |
|   | Page 15 of 62 |  |

| Member 3:   |                     |                                       |                                    |
|---|---------------------|---------------------------------------|------------------------------------|
| Member 4:   |                     | <del> </del>                          |                                    |
| Organizational Structure:   |                     |                                       |                                    |
| $\square$ corporate entity (shareholders) - pr  | rovide the names o  | of the current Bo                     | pard of directors                  |
| ☐ privately owned corporation - provi   |                     |                                       |                                    |
| $\square$ sole proprietor - provide a list of the   | e owner's names     |                                       |                                    |
|   |                     |                                       |                                    |
| LIST OF NAMES   |                     |                                       |                                    |
| SURNAME   | NAM                 | E                                     | TITLE                              |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
|   |                     |                                       |                                    |
| .2.2 Federal Contractors Program  | m for Employmer     | nt Equity - Bid (                     | Certification                      |
| By submitting a bid, the Bidder certifie<br>oint Venture, is not named on the Fe<br>Eligibility to Bid" list available at the bo<br>ESDC) - Labour's website. | deral Contractors I | Program (FCP)                         | for employment equity "FCP Limited |
| anada will have the right to declare a  |                     |                                       |                                    |
| .2.3 Additional Certifications Pre  | ecedent to Contra   | ect Award                             |                                    |
| .2.3.1 Status and Availability of Re  | esources            |                                       |                                    |
| ACC Manual clause A3005T (2010-0  |                     | Availability of Re                    | esources                           |
| .2.3.2 Education and Experience   | -,                  | ,                                     |                                    |
| ·   | 20.40\ = : ::       |                                       |                                    |
| SACC Manual clause <u>A3010T</u> (2010-0  | J8-16) Education a  | ind Experience                        |                                    |
| 5.2.3.3 Former Public servant Former Public Servants  |                     | Is the Ridder a                       | FPS in receipt of a pension as     |
| See the Article in Part 2 of the bid so   | licitation entitled |                                       | oid solicitation?                  |
| Former Public Servant for a definition Public Servant".   |                     | Yes No required by the Public Servant | Article in Part 2 entitled "Former |

|  | Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? |
|--|---|
|  | Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"   |
|  |   |
| SIGNATURE for CERTIFICATION  The Contractor certifies having read and understoon acknowledges receipt. | od the information included in the present document and   |
| Name   | Date  |
| Signature of Authorized Representative   |   |

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 6.1 Security Requirements

There are no security requirements associated with this procurement.

# 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "E".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_ (to be completed at contract award) and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

#### 7.1.1 Optional Services

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

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

#### 7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.1.2.1 Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

- 1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "F".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the **Contract Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

## 7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

- In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 5% of the Maximum Contract Value.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed

the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

# 7.1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain :

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

# For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

#### 7.2.2 Disclosure of Information

- i. 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
- ii. 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 <u>Privacy Act</u> (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

## 7.2.3 Implementation of the Inuit Benefits Plan

- a. 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 dollars spent on contracting to firms on the Inuit Firm Registry
  - 3. Location of Contractor/suppliers in the Nunavut Settlement Area
- b. 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.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "D" (IBP Progress Report) of the contract.
- d. 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.
- e. In addition to c., IBP Progress Report(s) in accordance with Annex "D" (IBP Progress Reporting) of the contract, may also be requested by the Contracting Authority for submission no later than 15 calendar days after each task authorization.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:
  - Canada will not reimburse the Contractor any cost of the third party independent professional:
  - 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.
- k. Nothing in this section limits any other remedy or action available to Canada under this contract.
- 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.
- m. 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.
- n. 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.
- o. 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.
- p. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

#### 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

#### 7.4 Term of Contract

# 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

#### 7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

# 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

- Nunavut Land Claims Agreement

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

#### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brenda Harlow

The Project Authority for the Contract is:

Title: Procurement Specialist

Natural Resources Canada Procurement Services Unit

Address: 580 Booth Street, Ottawa, ON K1A 0E4 E-mail address: Brenda.Harlow@NRCan-RNCan.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.

#### 7.5.2 Project Authority

| Name:           | (to be filled out at contract award |
|-----------------|-------------------------------------|
| Title:          | <del>-</del> '                      |
| Organization:   |                                     |
| Address:        |                                     |
| Telephone: _    | <del>-</del>                        |
| 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.

7.5.3 Contractor's Representative

| (to be filled out at contract award) |
|--------------------------------------|
|                                      |
|                                      |
| <u> </u>                             |
|                                      |
|                                      |

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

# 7.7 Payment

#### 7.7.1 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the *limitation of expenditure* specified in the authorized task authorization. Custom duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task
   Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$
   \_\_\_\_\_. (will be completed at contract award). Customs duties are included, and
   Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
    - whichever comes first.
- 4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.7.3 Method of Payment

#### **Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### 7.7.3.1 IBP Holdback

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

- 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;
- Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

#### 7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

Note: Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: \_\_\_\_\_ (will be completed at contract award)

#### **Invoicing Instructions to suppliers:**

- http://www.nrcan.gc.ca/procurement/3485, and;
- include 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.

### 7.9 Certifications and Additional Information

#### 7.9.1 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.

#### 7.9.2 SACC Manual Clauses

```
SACC Manual Clause A0038C (2006-06-16) – Air Transportation
SACC Manual Clause B4032C (2006-06-16) – Safety Briefing
SACC Manual Clause B4028C (2008-05-12) – Air Charter Conditions
SACC Manual Clause B4031C (2006-06-16) – Aircrew Requirements – Rotary Wing Aircraft
```

## 7.10 Applicable Laws

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

#### 7.11 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 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Inuit Benefits Plan;
- (f) Annex D, Inuit Benefits Plan Progress Report;
- (g) Annex E, Insurance Requirements;
- (h) Annex F, Task Authorization Form
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated , (date of bid), including the IBP. (if applicable).

## 7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

(will be completed at contract award)

SACC Manual clause A2000C (insert date) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (insert date) Foreign Nationals (Foreign Contractor)

# 7.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.14 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" STATEMENT OF WORK

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <a href="https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html">https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html</a>

#### 1. Title

Helicopter Charter Services for the Polar Continental Shelf Program (PCSP).

# 2. Requirement

To provide the Charterer with the services of single engine light helicopter, including pilot(s), engineer(s), and maintenance services supporting the PCSP's operations.

| Table 1                         |                         |                              |   |   |  |
|---------------------------------|-------------------------|------------------------------|---|---|--|
| Helicopter Type                 | Location<br>of Service  | Estimated Period<br>in Field | Utilization<br>Time                         | Estimated Minimum<br>Flying Hours<br>Per Year | Estimated<br>Maximum<br>Flying Hours<br>Per Year |
| Bell 206 LR<br>(or equivalent)  | / I (approximately 16 I |                              | 40  | 60  |  |
| Bell 206 L-3<br>(or equivalent) | Churchill,<br>Manitoba  | 1 July to 30 August          | Exclusive use<br>(approximately 40<br>days) | 80  | 110  |

#### 3. Base of Operations

The point of hire and the point of release shall be as follows:

a) Point of Hire Churchill, MB – Point of Release Churchill, MB

The helicopter will be primarily based as follows;

b) Churchill, MB

Although the above location is the primary base of operations, the helicopter may be required to operate from other locations in northern Manitoba, and Nunavut, Canada.

#### 4. Scope of Requirement

The helicopters will be required for supporting the PCSP's operations activities including, but not limited to: support to science research activities, wildlife surveys and capture, mobilizing camps, search and rescue, filming, slinging equipment and fuel.

## 5. Aircrew Requirements

#### 5.1 Pilot Requirements

The pilots supplied by the Contractor must:

- a) have a valid helicopter license and the related endorsements for the proposed helicopter;
- b) have a minimum of 1500 hours as Pilot-In-Command (PIC) helicopter flight time;
- c) have a minimum of 500 hours (PIC) flight time on the aircraft class and 50 hours (PIC) on the aircraft type.
- d) have a minimum of 250 hours (PIC) flight time performing vertical reference work i.e. long lining, slinging
- e) have a minimum of 250 hours flight time in mountainous terrain i.e within designated mountainous areas 1 or 2 as defined in the Designated Airspace handbook TP 1820;
- f) have a valid Possession and Acquisition Licence (PAL)
- g) have a current TDG training certification

## **5.2 Aircraft Maintenance Engineers**

The Aircraft Maintenance Engineers supplied by the Contractor must:

- a) must have the appropriate license endorsed for the designated aircraft; and
- b) Accompany the aircraft for the duration of the contract as instructed by charterer.

# 5.3 Pilot and Engineer Crew Manifest

- a) ensure qualification and documentation is forwarded to the receiving Charterer a minimum of 5 days prior to the crew's arrival;
- b) ensure that if it is deemed necessary to replace any personnel i.e. due to timing out, commitments etc., that a minimum of 5 days' notice is given;
- c) ensure that the replacement personnel meet the requirements of the Contract; and
- d) ensure that replacement personnel i.e. as a result of normal crew rotation, are replaced with crewmembers that meet the requirements of the Contract;

#### Note:

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the PCSP to be unsatisfactory for safety or other reasons, the PCSP may notify in writing the Contractor that the flight crew, the maintenance crew or both must be replaced. PCSP must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The helicopter involved must be considered unserviceable until a satisfactory crew resumes operations.

#### 6. Personnel Requirements

The Contractor must:

- a) ensure all personnel assigned to the Contract are in accordance with the mandatory aircrew requirements;
- b) ensure that in the event it becomes necessary to activate back-up or replacement personnel, prior authorization, confirmed in writing, must first be obtained from the Charterer;
- c) ensure pilots and engineer have adequate sleeping gear and are prepared to live in base camps or field camps (tents), if or when required during operational field season;
- d) ensure all related overnight gear e.g. tent, sleeping bag, toiletries etc. are carried on the helicopter at all time, unless otherwise directed by a Polar Shelf Logistic Operations Officer (Resolute Bay);
- e) provide extra crews when crew duties and flight times exceed limitations in Transport Canada Regulations i.e. Canadian Aviation regulations 2010-2, Part VII, Division II.

## 7. Helicopter Requirements

## 7.1 The Contractor must supply:

a) One Bell 206 LR or equivalent, with the following general specifications:

1) Seating 1 pilot + 6 passengers

2) Internal Cargo Volume
 3) Usable Fuel Capacity
 2.7m³ (96 ft³)
 110 gal (416 L)

4) Range (plus 20 min reserve)
 5) External Load (Cargo Hook Limit)
 444 km (240 nautical miles)
 500kg (1100 lbs) minimum

b) One Bell 206 L-3 or equivalent, with the following general specifications:

1) Seating 1 pilot + 6 passengers 2) Internal Cargo Volume 2.7m³ (96 ft³)

2) Internal Cargo Volume 2.7m³ (96 ft³) 3) Usable Fuel Capacity 110 gal (416 L)

4) Range (plus 20 min reserve) 444 km (240 nautical miles) 5) External Load (Cargo Hook Limit) 545kg (1200 lbs) minimum

#### Note:

If the aircraft proposed is different from that which is specified, the Bidder must provide sufficient technical information and specifications to allow the Project Authority to complete the evaluation at his sole discretion as to the acceptability of the aircraft proposed.

## 7.2 The Contractor must supply helicopters equipped with:

- a) Seating for a minimum of six (6) passengers;
- b) All seats to have high back support with shoulder restraint harnesses;
- c) Two (2) cargo nets (minimum size) 4.27m (14 ft) x 4.27m (14 ft) with lanyards and swivels;
- d) Two (2) sets of barrel slings;
- e) One (1) 15 metre longlines and one 30 metre longline with electronic release head;
- f) Helicopter should be equipped on skid gear with pop-out floats
- g) Highly visible contrasting main and tail rotor markings painted on upper and lower surfaces;
- h) White/red strobe lights highly visible from all directions;
- i) Highly visible markings (paint or decal) on helicopter for Arctic operations;
- j) Skid mounted ski basket on starboard side (with quick release system AERO design basket preferred);
- k) RH sliding door / shooting window upon request;
- 1) Bubble windows for passengers upon request:
- m) Medivac stretcher kit;
- n) 24-volt DC electrical system;
- o) A portable refueling pump;
- p) Arctic survival kit including one 12 Gauge firearm and slugs for predator defence.

# 7.3 The Contractor must supply helicopters equipped at a minimum with the following communication equipment:

- a) One VHF/AM radio transmitter-receivers with frequencies of 118 MHz to 135.97 MHz inclusive with 50KHz spacing with guard feature;
- b) One FM transceiver with a frequency range of 150 to 174 MHz capable of generating CTCSS tones of 103.5HZ, 114.8HZ, 127.3HZ and 141.3HZ. with control head provision for 30 pilot-programmable, pre-set simplex and semi-duplex channels hosting a main and guard feature;
- c) The provision for operational capabilities of both radio and hot-mic intercom, through headset/boom microphones, by both pilot and front seat passenger;

- d) One intercom, front and all rear seats, with headsets and boom microphones, David Clark, Bose or equivalent;
- e) One satellite phone with mounted antenna for phone communications in remote areas; and
- f) An internet-based tracking system for the helicopter and made available to the Charterer; and
- g) One programmable portable FM transceiver radio with capability of frequency range and CTCSS tones (as noted above) for communications separate from helicopter;

Note: Unserviceable radio equipment and accessories may be considered as rendering the aircraft unserviceable for operational use.

- 7.4 From a Directional, Safety and Emergency equipment standpoint, the Contractor must supply a helicopter equipmed at a minimum with the following navigation, Safety and emergency equipment:
- a) One Radio Navigation System, e.g., Non-Directional Beacons (NDB), VHF Omnidirectional Range (VOR), VHF Omnidirectional Range and Tactical Air Navigation (VORTAC), Distance Measuring Equipment (DME) or equivalent;
- b) One Emergency Locator Transmitter (ELT);
- c) One Global Positioning System (GPS), i.e., Trimble Trans Pack or equivalent;
- d) Other Standard safety, survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations (CARS); i.e., CAR 602.61; and
- e) Automated Flight Following system (AFF) compatible with Skytrac / Skyweb.

Contractor must be capable of providing fixed floats for 206LR on an as and when needed basis.

### 8. Helicopter Maintenance

The Contractor must:

- a) Provide helicopters with an engine that has low enough hours to permit completion of flying each field season i.e. 250 hours before being due for a major component change;
- b) Advise the Charterer a minimum of 25 flying hours in advance of any periodic maintenance requiring the aircraft to be out of service during alert times;
- c) Ensure progressive maintenance will be carried out during flight crew rest periods; and
- d) Ensure helicopter is to be kept in complete readiness in accordance with Canada's requirements.

**Note:** The helicopter will be considered unserviceable during any 24-hour period commencing at 12 o'clock midnight when the aircraft is requested to perform a flight and is not operational or is unavailable. The helicopter will also be considered unserviceable if the Contractors crew is not available or is not in a condition to safely operate the aircraft. Reasonable daily rest periods and "unsafe flying conditions" are exceptions to the above clause. During any 24-hour period commencing at 12 o'clock midnight when an aircraft is unserviceable the averaged minimum utilization may be reduced by three (3) hours on the helicopter that is mechanical.

Notification by the Contractor that a helicopter will be unserviceable longer than an initial 48-hour period will require that the Contractor provide a back-up helicopter meeting contract specifications that must be in service within 96 hours of notification.

In the event the Contractor is unable to provide a helicopter meeting contract specification, the Contractor will be liable for all costs incurred by the Charterer in obtaining a helicopter.

#### 9. Operational Readiness

The Contractor must:

 a) Carry out all phases of the work as expeditiously as possible and shall take all precautions to eliminate unnecessary delays.

## 10. Inspection

The Contractor must:

- a) Ensure the helicopters are available for inspection prior to the commencement date of any resultant contract.
- b) Ensure the following are made available during inspection:
  - certificate of registration or lease agreement;
  - ii. current certificate of air worthiness; and
  - iii. journey and technical log book.
- c) Ensure the helicopter is made available for inspection e.g., at Contractor's base of operations or helicopter location.

## 11. Flight Tickets

The Contractor must:

- a) Provide flight tickets or daily flight reports are to be provided to the Charterer on a daily basis or when at a suitable location where they can be sent by email, scan or fax; and
- b) Ensure the pilot records the duration and purpose of each flight and the name of the passenger(s).

#### Note:

When in agreement, the Charterer will sign each such ticket or report indicating concurrence with the information contained therein.

# 12. Travel and Living Expenses - When Stationed at the Churchill, Manitoba Base of Operations

When the contractor's personnel are based at Churchill during the operational timeframe (including any extension period(s) i.e., after all start or end dates), the Charterer will not be responsible for the provision and cost of any ground transportation, accommodations or the cost of any meals.

# 13. Travel and Living Expenses – When Stationed Away from the Churchill, Manitoba Base of Operations

a) When the contractor's personnel are based at a location other than Churchill, Manitoba, the Contractor will be responsible for the provision and cost of all ground transportation, meals, and accommodations. This includes the operational timeframes i.e., 15 May to 8 September inclusive, in addition to any recall period i.e., before May 15<sup>th</sup> and any extension period(s) i.e., after September 8<sup>th</sup>.

The cost of the above can be submitted to the Charterer for payment as per Annex B - Basis of Payment. Meals will be reimbursed in accordance with the Treasury Board Travel Directive.

b) An exception to a) above would be when the Contractor's personnel are away from the main base of operations i.e., Churchill, with the Charterer having the occasion to temporarily base at the Charterers field camps e.g., for overnight / operations where these provisions are provided.

#### 14. Positioning and Depositioning

- a) The cost of ferrying the aircraft to and from the point of hire to the point of release will be paid the lesser of;
  - a. the actual hours for positioning;
  - b. up to a maximum 5 hours air time;
  - c. the actual hours for depositioning;
  - d. up to a maximum 5 hours air time;
- All flights are to be charged for air time and shall not be subject to daily minimums.

- c) The Contractor will be responsible to position the aircraft prior to task starting; for each day that the aircraft is not available for work the aircraft will be deemed unserviceable and the minimum authorization will be reduced by three (3) hours for any 24-hour period commencing at 12 o'clock midnight;
- d) At the firm all-inclusive rate per flying hour specified in Annex B Basis of Payment ;.
- e) The Charterer will be responsible for Travel and Living up to a maximum of three (3) days commencing on the day of departure to the point of hire. For example, if there is only one day of travel then the contractor is to charge for one day conversely, if there is six days of travel the charter is responsible for the maximum 3 days of travel and living expenses.

#### 15. Interagency Resource Sharing

The Charterer may assign the helicopter to perform operational services for the benefit of other federal or territorial agencies in Canada. All services must be performed in accordance with the terms, conditions, specifications and provisions of this contract. Payment of these services will be in accordance with Annex B - Basis of Payment.

- a) For the purposes of dispatching controls, the Charterer may designate a qualified representative of the recipient organization as Usage Control during operations within that organization's jurisdiction.
- b) The cost of ferrying the aircraft to and from the location of the support work will be paid for at the firm all-inclusive rate per flying hour specified in Annex B Basis of Payment.

The Contractor is responsible for ensuring that insurance coverage as stipulated herein is valid for operations across Canada.

# **ANNEX "B" BASIS OF PAYMENT**

(Will be completed at contract award)

#### **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 Appendix "C" (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 ( <a href="https://nlca.tunngavik.com/">https://nlca.tunngavik.com/</a>) 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: <a href="https://www.tunngavik.com/initiative">https://www.tunngavik.com/initiative</a> <a href="pages/enrolment-program/enrol-in-the-nunavut-agreement/">pages/enrolment-program/enrol-in-the-nunavut-agreement/</a>

- 2. Eligible Inuit Trainee (EIT) is:
  - a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
  - b) a beneficiary of the Nunavut Agreement ( <a href="https://nlca.tunngavik.com/">https://nlca.tunngavik.com/</a>) at the time such work is performed, and
  - c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).
- 3. 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). (<a href="https://inuitfirm.tunngavik.com/">https://inuitfirm.tunngavik.com/</a>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

# **INUIT EMPLOYMENT**

1-A Total EIE

Initial Contract Period:

Option Period #1:

Option Period #2:

# 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 <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Period.

| ITEM       | Position                           | EIE Staff<br>(S) | Dollar Value |
|------------|------------------------------------|------------------|--------------|
| EIE -<br>1 |                                    |                  | \$           |
| EIE -<br>2 |                                    |                  | \$           |
| EIE -<br>3 |                                    |                  | \$           |
|            | Total for initial contract period: |                  | \$           |
| ·          |                                    |                  |              |

| ITEM       | Position                    | EIE Staff<br>(S) | Dollar Value |
|------------|-----------------------------|------------------|--------------|
| EIE -      |                             |                  | \$           |
| EIE -<br>2 |                             |                  | \$           |
| EIE -      |                             |                  | \$           |
|            | Total for Option Period #1: |                  | \$           |

| ITEM       | Position | EIE Staff<br>(S) | Dollar Value |
|------------|----------|------------------|--------------|
| EIE -<br>1 |          |                  | \$           |
| EIE -      |          |                  | ¢            |

| ITEM       | Position | (S) | Dollar Value |
|------------|----------|-----|--------------|
| EIE -<br>1 |          |     | \$           |
| EIE -<br>2 |          |     | \$           |
| EIE -<br>3 |          |     | \$           |

\$



|            | Total for Option Period #2: |                  | \$           |
|------------|-----------------------------|------------------|--------------|
| Option I   | Period #3:                  |                  |              |
| ITEM       | Position                    | EIE Staff<br>(S) | Dollar Value |
| EIE -<br>1 |                             |                  | \$           |
| EIE -<br>2 |                             |                  | \$           |
| EIE -      |                             |                  | \$           |

| Option Period #4: |  |
|-------------------|--|
|-------------------|--|

**Total for Option Period #3:** 

| ITEM  | Position                    | EIE Staff<br>(S) | Dollar Value |
|-------|-----------------------------|------------------|--------------|
| EIE - |                             |                  | \$           |
| EIE - |                             |                  | \$           |
| EIE - |                             |                  | \$           |
|       | Total for Option Period #4: |                  | \$           |

| Total <u>for all</u> periods: | Total EIE Staff<br>(Contractor and<br>subcontractor) |      | Total Dollar Val<br>(Contractor an<br>subcontractor | d    |
|-------------------------------|--|------|---|------|
|                               | (  | (S1) | \$  | (A2) |

## **IBP Commitment Implementation**

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 Appendix "C" (INUIT BENEFITS PLAN EVALUATION).

Bidders must clearly indicate where in their proposal this information has been provided.

#### **INUIT OWNERSHIP**

## **Commitment Table 3 – Inuit Ownership Commitment**

Inuit Ownership commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders are required to detail commitments for each Period in the tables that correspond to that Period.

# **3-A Total Inuit Contractor/Supplier Commitment** Period:

| Dollar Value of IFR (Contractor/Supplier) for the initial contract Period: | \$ |
|--|----|
| Dollar Value of IFR (ContractorSupplier) for Option Period #1:             | \$ |
| Dollar Value of IFR (Contractor/Supplier) for Option Period #2:            | \$ |
| Dollar Value of IFR (Contractor/Supplier) for Option Period #3:            | \$ |
| Dollar Value of IFR (Contractor/Supplier) for Option Period #4:            | \$ |

| Total Dollar Value of IFR (Contractor/Supplier) <u>for all</u><br><u>Periods:</u> |  | (F) |  |
|---|--|-----|--|
|---|--|-----|--|

## **IBP Commitment Implementation**

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 Appendix "C" (INUIT BENEFITS PLAN EVALUATION).

Bidders must clearly indicate where in their proposal this information has been provided.

## **LOCATION IN THE NUNAVUT SETTLEMENT AREA**

### **Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Period in the tables that correspond to that Period.

#### 4-A Location of Business in the NSA

| Initial Contract Period:     |                    |   |
|------------------------------|--------------------|---|
| Company Name<br>(Contractor) | Address in the NSA | Nature of Presence and Office Type in the NSA |
|                              |                    |   |
| Option Period #1             |                    |   |

| Company Name<br>(Contractor) | Address in the NSA | Nature of Presence and Office Type in the NSA |
|------------------------------|--------------------|---|
|                              |                    |   |
| Option Period #2:            |                    |   |
| Company Name<br>(Contractor) | Address in the NSA | Nature of Presence and Office Type in the NSA |
|                              |                    |   |
| Option Period #3:            |                    |   |
| Company Name<br>(Contractor) | Address in the NSA | Nature of Presence and Office Type in the NSA |
|                              |                    |   |
| Option Period #4:            |                    |   |
| Company Name<br>(Contractor) | Address in the NSA | Nature of Presence and Office Type in the NSA |
|                              |                    |   |

#### **ANNEX "D" 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 AND no later than 15 calendar days upon written request.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each period 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 Contactor 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 <u>Privacy Act</u> (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 Contact terms for further details regarding such situations.

The Contractor must **inform** *the* **Contracting 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, parttime or casual employee of the Contractor or as an employee of a subcontractor, and
  - b) a beneficiary of the Nunavut Agreement ( <a href="https://nlca.tunngavik.com/">https://nlca.tunngavik.com/</a>) 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: <a href="https://www.tunngavik.com/initiative">https://www.tunngavik.com/initiative</a> <a href="pages/enrolment-program/enrol-in-the-nunavut-agreement/">pages/enrolment-program/enrol-in-the-nunavut-agreement/</a>

### 2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <a href="https://nlca.tunngavik.com/">https://nlca.tunngavik.com/</a>) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).
- 3. <u>Inuit Firm Registry (IFR) Firm</u> (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**

#### 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.

| respond with those committed to in the Contractor's IBP. |  |
|--|--|
|  |  |
| Period:  |  |

#### 1-A Total EIE

|           |                       | EIE Hours in this Period | <b>Dollar Value pai</b><br>Peri |          |           | staffed in this |
|-----------|-----------------------|--------------------------|---------------------------------|----------|-----------|-----------------|
| ITE<br>M  | Hourly<br>Rate        | Achieved                 | Committed                       | Achieved | Committed | Current         |
| EIE<br>-1 | \$                    |                          | \$                              | \$       |           |                 |
| EIE<br>-2 | \$                    |                          | \$                              | \$       |           |                 |
| EIE<br>-X | \$                    |                          | \$                              | \$       |           |                 |
| Tot       | al for this<br>Period |                          | \$                              | \$       |           |                 |

| 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)

| <u>NUIT OWN</u> |   |   |                 |                         |                |
|-----------------|---|---|-----------------|-------------------------|----------------|
| Γable 3 – In    | <u>IERSHIP</u><br>nuit Ownership Progress | : Report  |                 |                         |                |
|                 | nuit Contractor/Supplier                  |   | -               |                         |                |
| ITEM            | Company Name<br>(contractor)              | Description<br>of the<br>Work/Goods<br>Supplied | Inuit Firm ID   | Total Dol               | lar Value      |
|                 |   | Сирриси   |                 | Committed               | Achieved       |
| IFR-1           |   |   |                 | \$                      | \$             |
| IFR-2           |   |   |                 | \$                      | \$             |
| Tot             | tal Dollar Value for Inuit (              | Contractor or Sup                               | oplies/Services | \$                      | \$             |
| -               | <b>'es or No) ? If no</b> , the sec       |   |                 | d prior to submission   | of this report |
| Proposed A      | Adjustments and/or Alte                   | rnative commit                                  | ments (Use add  | litional pages if neces | ssary)         |

## **LOCATION IN THE NUNAVUT SETTLEMENT AREA**

## Table 4- NSA Location Commitment Progress Report

## 4-A Location of Business in the NSA

| Company Name<br>(contractor)   | Address in the NSA                  | Nature of Presence and Office Type in the NSA |  |  |  |
|--|-------------------------------------|---|--|--|--|
| (contractor)   |                                     | office Type III the NOA                       |  |  |  |
|  |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
| On track (Yes or No) ? If no, the sections below MUS   | <b>ST</b> be completed prior to sub | mission of this report                        |  |  |  |
| IBP Deviation Explanations (Use additional pages if  | necessary)                          |   |  |  |  |
|  |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
| Proposed Adjustments and/or Alternative commitments  | nents (Use additional pages         | if necessary)                                 |  |  |  |
|  |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
| Comments (Use additional pages if necessary)   |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
| Contractor Certification   |                                     |   |  |  |  |
|  |                                     |   |  |  |  |
| IBP PROGRESS CERTIFICATION:  |                                     |   |  |  |  |
| PRINT NAME SIG   | NATURE                              | DATE  |  |  |  |
|  | NATORL                              | DAIL  |  |  |  |
| CONTRACT NUMBER:   |                                     |   |  |  |  |
| The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.  |                                     |   |  |  |  |
| The Contractor further certifies, and is prepared to provide support to demonstrate, that:   |                                     |   |  |  |  |
| <ol> <li>Where work or training has been attributed to Inuit workers or Inuit trainees, that the workers<br/>and / or trainees were all registered on the Inuit Enrolment List during the reporting period;<br/>and</li> </ol> |                                     |   |  |  |  |
| 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.   |                                     |   |  |  |  |

#### **ANNEX "E" - INSURANCE REQUIREMENTS**

#### 1. Aircraft Charter Insurance

- 1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
  - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
  - 2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
  - 3. The Contractor's insurance must include the following:
    - a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
    - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
    - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
    - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
    - e. Litigation Rights: Pursuant to subsection 5(d) of the <a href="Department of Justice Act">Department of Justice Act</a>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

### For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### 2. Aviation Liability Insurance

- 1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Aviation Liability policy must include the following:
  - a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
  - j. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - k. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

#### 3. All Risk in Transit Insurance

- The Contractor must obtain on the Government's Property and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 15,000.00 per shipment. Government Property must be insured on an Agreed Value (appraisal) basis.
- 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

#### 4. All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 15,000.00. The Government's Property must be insured on an Agreed Value (appraisal) basis.

- 1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 2. The All Risks Property insurance policy must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Loss Payee: Canada as its interest may appear or as it may direct.

c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

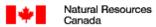
## 5. Environmental Impairment Liability Insurance

- 1. The Contractor must obtain Contractors Pollution Liability Fixed Site Coverage insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The Contractors Pollution Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

#### - In the complete text content

Delete: Public Works and Government Services Canada" and "PWGSC"

Insert: "Natural Resources Canada." and "NRCan"



**ANNEX "F" - TASK AUTHORIZATION FORM** 

| TASK AUTHORIZATION  |   |   |        |        |              |        |
|---|---|---|--------|--------|--------------|--------|
| Contractor:   |   |   |        |        |              |        |
|   |   |   |        |        | Financial co | oding: |
| Contract number:  |   |   |        |        |              |        |
| Task number:  |   |   |        |        | Date:        |        |
|   | (for  | TA Request completion by Proj                                   |        | rity)  |              |        |
| 1. Task Description of the V  | Vork re   | quired:   |        |        |              |        |
|   |   |   |        |        |              |        |
| 2. Date   |   | From:   |        | To:    |              |        |
| 3. Work location  |   |   |        |        |              |        |
| 4. Travel Requirement [ ] Yes [ ] No Specify:                         |   |   |        |        |              |        |
| 5. Others Conditions /Restra  | ints  | []Yes []No  | Sp     | ecify: |              |        |
| 6. Basis of palement :  | Total estimate Cost (Firm Per Diem) [ ] OR Firm Price (package) [ ] |   |        |        |              |        |
| 7. Level of security clearanc required for the contractor's personnel | d for the contractor's [ ] Reliability [ ] Secret                   |   |        |        |              |        |
| 8. Linguistic need  |   | [ ] English and Fre<br>The categories of p                      |        |        |              |        |
|   | ſ   | TA Proposation by (   |        | rl     |              |        |
| 9. Cost breakdown for refere  | <u> </u>  | •   |        |        |              |        |
| Name + Level of Proposed resource                                     | PWC   | SSC Security File Firm Per Estimated Number Diem Rate # of Days |        |        | Total cost   |        |
|   |   |   |        |        |              |        |
|   |   |   |        |        |              |        |
| Professional services - estimated cost                                |   |   |        |        | Total:       | \$     |
| Taxes:  |   |   | Taxes: | \$     |              |        |
|   |   |   |        | G      | rand Total:  | \$     |

Travel & Living - stimated cost

Taxes

Travel & Living - Total:

Travel & Living - Total \$

Grand Total Professional services & Travel & Living

\$

| TA Approval  |           |      |  |  |
|--|-----------|------|--|--|
| 10. Signing Authorities  | Signature | Date |  |  |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor:                              |           |      |  |  |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of the Identified User – Project Authority: |           |      |  |  |
| Name, Title and Signature of the Contracting Authority   |           |      |  |  |

### 11. Base de paiement et facturation

In Accordance with the article entitled "Basis of Payment" in the contract.

Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the contract value.

Invoices shall be sent in accordance with the invoicing instructions included in the Terms and Conditions of the contract.

#### **APPENDIX "A" - EVALUATION CRITERIA**

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

### 1. Technical Criteria

## 1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

| Table 1  |  |   |  |  |  |
|--|--|---|--|--|--|
|  | MT1 - Aircraft Equipment   |   |  |  |  |
| The bidder must submit 2 helicopters that meet the following criteria: As per section 7.1 – Helicopter type in Annex A – Statement of Work |  |   |  |  |  |
| Number   | Mandatory Technical Criterion  | Bid Preparation Instructions  |  |  |  |
| MT1.1  | The Bidder must identify the proposed helicopter(s), in addition to demonstrating the proposed helicopter(s) meets the specifications identified in section 7.1 - Helicopter Type, in Annex A - Statement of Work. | The Bidder must submit the proposed helicopters Mark i.e., common name and model number, in addition to a detailed description of the proposed helicopter(s). |  |  |  |

|   | Table 2   |   |  |
|---|---|---|--|
|   | MT2 – Pilot Experience  |   |  |
| The bidder n  | The bidder must identify a minimum of 4 pilots which meet the following criteria: As per Statement of Work Article 5.1                                |   |  |
| Number Mandatory Technical Criterion Bid Preparation Instructions |   |   |  |
| MT2.1   | Proposed pilot(s) must have a valid helicopter licence  | Bidder must provide a copy of the licence.  |  |
| MT2.2   | Proposed pilot(s) must have a minimum of 1500 hours experience, up to and including the bid closing date, as Pilot-in-Command helicopter flight time. | The Bidder must submit a detailed description of its proposed pilot(s) relevant experience. |  |

|            | Proposed pilet(s) must have a minimum of EOO         | The Bidder must submit a      |
|------------|--|-------------------------------|
|            | Proposed pilot(s) must have a minimum of 500         |                               |
| MT2.3      | hours experience as Pilot-in-Command flight time     | detailed description of its   |
| 10112.5    | on the helicopter class, and 50 hours experience     | proposed pilot(s) relevant    |
|            | as Pilot-in-Command on helicopter type.              | experience.                   |
|            | Proposed pilot(s) must have a minimum of 250         | The Bidder must submit a      |
| MT2.4      | hours flight time in mountainous terrain (ie: within | detailed description of its   |
| IVI I Z.4  | designated mountainous area 1 or 2 as defined in     | proposed pilot(s) relevant    |
|            | the Designated Airspace handbook TP 1820.            | experience.                   |
|            | Proposed pilot(s) must have a minimum of two         | The Bidder must submit a      |
| MT2.5      | seasons with a minimum of 250 hours (PIC)            | detailed description of its   |
|            | vertical reference work i.e.                         | proposed pilot(s) relevant    |
|            | bucketing/longlining                                 | experience.                   |
| MT2.6      | Proposed pilot(s) must have a valid Possession       | Bidder must provide a copy of |
| IVI I Z.O  | and Acquisition Licence (PAL).                       | the licence.                  |
| MT2.7      | Proposed Pilot(s) must have current TDG Training     | Bidder must provide a copy of |
| IVI I Z. I | and Certification.                                   | the licence.                  |

|  | Table 3  |   |  |  |
|--|--|---|--|--|
|  | MT3 - Aircraft Maintenance Engineers   | (AME)   |  |  |
| The Bidder must identify a minimum of 4 Aircraft Maintenance Engineers (AME) which meet the following criteria: As per Statement of Work (SOW) Article 5.2 |  |   |  |  |
| Number   | Mandatory Technical Criterion  | Bid Preparation Instructions                                |  |  |
| MT3.1  | Proposed aircraft maintenance engineer(s) must have the appropriate M license with helicopter type training for the proposed helicopter. | Bidder must provide AMO certification print out of the ACA. |  |  |

|        | Table 4  |  |  |  |  |
|--------|--|--|--|--|--|
|        | MT4 – Operation Experience   |  |  |  |  |
| Number | Mandatory Technical Criterion  | Bid Preparation Instructions   |  |  |  |
| MT4.1  | The Bidder must have a minimum 2 years' experience, within the last 5 years from the bid solicitation closing date, providing rotary wing support services in the leased-land (industry), private land and Inuit/Inuvialuit owned lands ITK/KIA/ISR. | In order to demonstrate the experience, the bidder must provide:  a) The name of the client organization to whom the services were rendered; b) The description of the work performed; c) The location where the services were provided; and d) The period (month/year to month/year) from which the services were provided. |  |  |  |

| Table 5                                    |   |   |  |  |
|--|---|---|--|--|
|  | MT5 – Certification Operator  |   |  |  |
| The Bidde                                  | The Bidder must provide a valid Trasport Canada Air Operator Certificate and a valid Aircraft |   |  |  |
| Maintenance Organisation (AMO) certificate |   |   |  |  |
| Number                                     | Number Mandatory Technical Criterion Bid Preparation Instructions                             |   |  |  |
| MT5.1                                      | Air Operator Certificate  | Bidder must provide copy of Air Operator Certificate. |  |  |
| MT5.2                                      | Aircraft Maintenance Organization (AMO) Certificate   | Bidder must submit a copy of AMO certificate.         |  |  |

| MT5.3 | Insurance Certificate   | Bidder must submit a copy of the Bidders Insurance Certificate confirming that it meets the requirements listed in Annex "Elnsurance Requirements, OR, in another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's Insurance |
|-------|---|---|
|       | Certificate confirming that it meets the requirements listed in Annex "E", Insurance Requirements |   |

## 2. Financial Criteria

## 2.1 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix "B" - Financial Proposal Form).

## **APPENDIX "B" - FINANCIAL BID PRESENTATION SHEET**

## A - 1. Contract Period (from date of contract award to March 31, 2025)

#### 1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped, and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

| Table 1 – Contract Rates |                              |   |  |
|--------------------------|------------------------------|---|--|
| Helicopter               | Estimated<br>Period in Field | All Inclusive<br>Firm Rate per Flying Hour (\$ CAD) |  |
| Bell 206 LR              | 1 June to 30 September       | \$  |  |
| Bell 206 L-3             | 1 July to 30 August          | \$  |  |

### 2. Cost Reimbursable Expenses

### 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_\_.

## 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

| Table 2 – Other Direct Expenses |                      |                |  |  |
|---------------------------------|----------------------|----------------|--|--|
| Item                            | Allowable Categories | Estimated Cost |  |  |
| 1                               | Aircraft Fuel        | \$             |  |  |

Other direct expenses items including but not limited to:
airport fee's, NAV CANADA charges, and Air Travellers
Security Charges etc.
\$

Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_

Total Estimated Cost- Cost Reimbursable Expenses: \$

3. Total Estimated Cost- Contract Period: \$

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

### **B** - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

## B - 1 Option to Extend the Term of the Contract (From April 1, 2025 to March 31, 2026)

## 1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

| Table 1 – Contract Rates |                              |  |
|--------------------------|------------------------------|--|
| Helicopter               | Estimated<br>Period in Field | All Inclusive<br>Firm Rate per<br>Flying Hour (\$ CAD) |
| Bell 206 LR              | 1 June to 30 September       | \$   |
| Bell 206 L-3             | 1 July to 30 August          | \$   |

## 2. Cost Reimbursable Expenses

#### 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_\_.

## 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

|      | Table 2 – Other Direct Expenses   |                |
|------|---|----------------|
| Item | Allowable Categories  | Estimated Cost |
| 1    | Aircraft Fuel   | \$             |
| 2    | Other direct expenses items including but not limited to: airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc. | \$             |

| Total Estimated Cost of Other Direct Expenses: | \$     |
|--|--------|
| Total Estimated Cost- Cost Reimbursable Expens | ses·\$ |

#### 3. Total Estimated Cost- Option Period #1: \$ \_\_\_\_\_

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

### B - 2 Option to Extend the Term of the Contract (April 1, 2026 to March 31, 2027)

## 1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

|            | Table 1 – Contract Rates     |   |
|------------|------------------------------|---|
| Helicopter | Estimated<br>Period in Field | All Inclusive<br>Firm Rate per<br>Flying Hour (\$CAD) |

| Bell 206 LR  | 1 June to 30 September | \$ |
|--------------|------------------------|----|
| Bell 206 L-3 | 1 July to 30 August    | \$ |

#### 2. Cost Reimbursable Expenses

## 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$ ...

## 2.2 Other Direct Expenses

3.

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

|      | Table 2 – Other Direct Expenses   |                |
|------|---|----------------|
| Item | Allowable Categories  | Estimated Cost |
| 1    | Aircraft Fuel   | \$             |
| 2    | Other direct expenses items including but not limited to: airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc. | \$             |

| Total Estimated Cost of Other Direct Expenses: \$    |  |
|--|--|
| Total Estimated Cost- Cost Reimbursable Expenses: \$ |  |
|  |  |

Total Estimated Cost- Option Period #2: \$\_\_\_\_\_

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

## B - 3 Option to Extend the Term of the Contract (From April 1, 2027 to March 31, 2028)

## 1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

|              | Table 1 – Contract Rates     |   |
|--------------|------------------------------|---|
| Helicopter   | Estimated<br>Period in Field | All Inclusive<br>Firm Rate per<br>Flying Hour (\$CAD) |
| Bell 206 LR  | 1 June to 30 September       | \$  |
| Bell 206 L-3 | 1 July to 30 August          | \$  |

### 2. Cost Reimbursable Expenses

### 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_\_.

### 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

|      | Table 2 – Other Direct Expenses   |                |
|------|---|----------------|
| Item | Allowable Categories  | Estimated Cost |
| 1    | Aircraft Fuel   | \$             |
| 2    | Other direct expenses items including but not limited to: airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc. | \$             |

|  |  | RFP # NRCan-500007871   |
|--|--|---|
| Total Estimated                                    | Cost of Other Direct Expenses: \$  |   |
| Total Estimated                                    | Cost- Cost Reimbursable Expenses: \$   |   |
| 3. Total E   | stimated Cost- Option Period #3: \$  |   |
| the annex are e. Work proceeds, that the total est | on of the all-inclusive fixed time rates specified above, the amou stimates only. Minor changes to these estimates will be accepte provided that these changes have the prior approval of the Projesimated cost of the Contract does not exceed the Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract to the | d for billing purposes as the<br>ect Authority, and provided<br>penditure specified in clause |
| B - 4 Option                                       | to Extend the Term of the Contract (From April 1, 2028 to Ma   | arch 31, 2029)  |
| 1. Helicop   | ter Charter Services   |   |
| 1.1 Total of                                       | two (2) helicopters based, configured, equipped and crewed in a  | accordance with the SOW.  |
| 1.2 The all-                                       | inclusive firm rate per flying hour includes oil and lubricants but n  | ot fuel.  |
|  | Table 1 – Contract Rates   |   |
| Helicopter   | Estimated<br>Period in Field   | All Inclusive<br>Firm Rate per<br>Flying Hour (\$CAD)   |
|  | 1 June to 30 September   |   |
| Bell 206 LR  |  | \$  |
|  | 1 July to 30 August  |   |
| Bell 206 L-3                                       |  | \$  |
| 2. Cost Re   | eimbursable Expenses   |   |
| 2.1 Authoriz                                       | zed travel and living expenses for Work  |   |
| Refer to section expenses.                         | 12 and 13 of the Statement of Work in Annex A for details conce  | erning travel and living  |
| All travel must h                                  | ave the prior authorization of the Project Authority.  |   |
|  | travel and living expenses will be paid upon submission of an iters. All payments are subject to government audit.   | mized statement supported by  |

2.2 Other Direct Expenses

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

|      | Table 2 – Other Direct Expenses   |                |
|------|---|----------------|
| Item | Allowable Categories  | Estimated Cost |
| 1    | Aircraft Fuel   | \$             |
| 2    | Other direct expenses items including but not limited to: airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc. | \$             |

| 3.      | Total Estimated Cost- Option Period #4: \$    |
|---------|---|
| Total E | stimated Cost- Cost Reimbursable Expenses: \$ |
| Total E | stimated Cost of Other Direct Expenses: \$    |

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure — Cumulative Total of all Authorized TA's of the Contract.

| Contract Period:                                    | Total Bid Price: |
|---|------------------|
| Initial Contract Period – Award to March 31, 2025:  | \$               |
| Option Period #1 – April 1, 2025 to March 31, 2026: | \$               |
| Option Period #2 – April 1, 2026 to March 31, 2027: | \$               |
| Option Period #3 – April 1, 2027 to March 31, 2028: | \$               |
| Option Period #4 – April 1, 2028 to March 31, 2029: | \$               |
|   | \$               |
| Total Bid Price:                                    | \$               |

#### **APPENDIX "C" INUIT BENEFITS PLAN EVALUATION**

#### **Commitment Tables**

Bidders should 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 1 | EIE Hours Commitment                              | 45  | 60                                | 35                              |  |
| 1.1 | Total points available = 15                       | 45/60 x 15 = <b>11.25</b>                           | 60/60 x 15 = <b>15</b>            | 35/60 x 15 = <b>8.75</b>        |  |
|     | EIE Dollar Value Commitment                       | \$5000  | \$5500                            | \$6000                          |  |
| 1.2 | Total points available = 15                       | \$5000/ \$6000 x 15 = <b>12.5</b>                   | \$5500/\$6000 x 15 = <b>13.75</b> | \$6000 /\$6000 x 15 = <b>15</b> |  |
| 1.3 | EIE IBP Commitment                                | See "Score Calculations for IBP Commitment Implemen |                                   |                                 |  |
| 1.3 | Implementation  Total points available = 10       | 8   | 4                                 | 10                              |  |
|     | Inuit Employment Score<br>(40 Points available) : | <b>31.75/</b> 40                                    | <b>32.75/</b> 40                  | <b>33.75/</b> 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**

|     | nitment<br>rion is worth 35% of the bid evaluation points available.<br>.NT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A at Annex C (INUIT BENE  | EFITS |
|-----|---|-------|
| 1.1 | EIE – Staffing Commitment Bidders will be evaluated on their commitment to employ EIEs, in carrying out the work. The commitments below relate specifically to EIEs regardless of whether employed by the Contractor or subcontractor.  Eligible Inuit Employment commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.  | /4    |
|     | Total ElEs:   |       |
| 1.2 | 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.  Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.  Total dollar value of EIEs: \$   | /4    |
| 1.3 | EIE – IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.  The following is information required, at a minimum, to demonstrate Inuit labour commitment:  • experience to be gained;  • human resource strategies for Inuit recruitment,  • human resource strategy for retention, succession planning and staff management  • To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship trade and occupations certification Unit ( <a href="https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification">https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification</a> ).  Information submitted does not detail implementation or failed to submit any documentation related to this criterion.  Receives 0% of the points assigned to the criteria.  Proposed approach does not demonstrate implementation of all labour commitment and is likely to meet most or all of the requirements.  Receives 50% of the points assigned to a criterion.  Proposed approach contains a detailed implementation plan for all labour commitments and is likely to meet all of the requirements and yield excellent results.  Receives 100% of the points assigned to a criterion. | /2    |
|     | Total Points Available for Inuit Employment   | /10   |

**INUIT OWNERSHIP** 

| This criterion is worth 15% of the bid evaluation points available. |  |     |     |    |  |
|---|--|-----|-----|----|--|
|   | Inuit Ownership – Commitment Registered on the Inuit Firm Registry (IFR).  |     |     |    |  |
| 2.1   | Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full points for this criteria.                         |     | /15 |    |  |
| 2.1   | The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default. |     | 713 |    |  |
|   | Bidder is registered on the IFR:   | YES | OR  | NO |  |
| Total Points Available for Inuit Ownership                          |  |     | /15 |    |  |

## **LOCATION IN THE NUNAVUT SETTLEMENT AREA**

| This c | LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)  This criterion is worth 10% of the bid evaluation points available  IMPORTANT: To achieve points, Bidders should detail commitments in Table 4-A at Annex C (INUIT BENEFITS  |     |  |  |
|--------|---|-----|--|--|
| I LAN) | NSA Location – Commitment   |     |  |  |
|        | Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.  |     |  |  |
|        | Contractor may have head offices, administrative offices, or other staffed facilities.  |     |  |  |
|        | A maximum of 10 points will be assigned for this criterion.   |     |  |  |
| 3.1    | Contractor:  1. Head Offices (4 points) 2. Administrative Offices (4 points) 3. Other Staffed Facilities (2 points)   | /10 |  |  |
|        | Bidders must provide supporting documentation regarding the locations submitted. Information to include:  • 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   | /10 |  |  |
|        | Total Points Available for inuit Location   | /10 |  |  |