

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada

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BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA

We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.

SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA

Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).

Title - Titre

Operator - Global Atmosphere Watch Observatory in Alert, Nunavut

EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000057113

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-07-10

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

Time Zone – Fuseau horaire

EDT / HAE

at – à 2:00 P.M. **on – le** 2023-07-24

F.O.B – F.A.B See herein

Address Enquiries to - Adresser toutes questions à Garvin.Suepaul@ec.gc.ca

Telephone No. – Nº de téléphone 613-295-4823

Fax No. – No de Fax

N/A

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)

August 2023 to August 2024

Destination of Services / Destination des servicesAlert, Nunavut

Security / Sécurité

There is a security requirement associated with this solicitation

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

Telephone No. – N° de téléphone

Fax No. - N° de Fax

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

Signature

Date



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PART 1 - GENERAL INFORMATION

1.1 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: 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, Inuit Benefits Plan, the Security Requirements Check List, and Integrity Provisions.

1.2 Summary

- 1.2.1 Environment and Climate Change Canada has a requirement for one (1) resource to take on the role of Operator of the Global Atmosphere Watch Observatory in Alert, Nunavut (NU) as detailed in the Statement of Work, Annex "A" to the bid solicitation.
 - The period of the contract is from contract award to August 31, 2024.
- 1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 1.2.5 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): Nunavut Land Claims Agreement (NLCA)



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

The Nunavut Directive has the following objectives:

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

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- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

1.3 Debriefings

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



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 PSPC/PWGSC Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) issued by Public Works and Government Services Canada.

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

The 2003 (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: "send its bid only to Environment and Climate Change Canada as specified on page 1 of

the bid solicitation or to the address specified in the bid solicitation;"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

At Section 08 Transmission by Facsimile or by Canada Post Corporation's (CPC)

Connect Service: Delete: In its entirety Insert: "Deleted"

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"



At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety **Insert:** "Deleted"

2.2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3. Former Public Servant - Competitive Bid

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 FPS, 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 *Financial Administration Act* 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u> 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted</u>



<u>Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring</u> <u>Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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** () **No** ()

If so, the Bidder must provide the following information, for all FPS 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 Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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 five (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 **Nunavut**.

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. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>:

• the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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

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

Section I: Technical Bid - one (1) electronic copy in PDF format

Section II: Inuit Benefits Plan - one (1) electronic copy in PDF format

Section III: Financial Bid - one (1) electronic copy in PDF format

Section IV: Certifications - one (1) electronic copy in PDF format

Prices must appear in the financial bid and, if applicable, within the Inuit benefits plan only. No prices must be indicated in any other section of the bid.

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Garvin Suepaul

Solicitation Number: 5000057113

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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.

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Inuit Benefits Plan (IBP)

As part of their IBP, bidders should explain and demonstrate how they propose to incorporate Inuit and Nunavut benefits in carrying out the Work. Bidders may submit their Inuit Benefits Plan (IBP) in accordance with Annex "C".

Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Bidders must submit their financial bid in Canadian dollars.

Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

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

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

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.

The proposed resource may be an employee of the Bidder or employee of a subcontractor, or this individual may be an independent contractor to whom the Bidder would subcontract a portion of the Work.

The Bidder may, at the request of the Contracting Authority, be required to provide any missing information related to the Technical Criteria. If this is requested, and the Bidder fails to provide this information within two (2) business days from the date of the request, the bid will be considered non-responsive.

4.2.1. Mandatory Technical Criteria

Bids must meet the Mandatory Technical Criteria set out below.

Bids which fail to meet the Mandatory Technical criteria will be deemed non-responsive and will not be evaluated further. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a "Yes" or a "No".

The Bidder must provide the necessary documentation to support compliance with this requirement, including the page number or section containing the required information.

Criterion	Description	Compliant (Yes / No)	Page number / reference in proposal
M1	The Bidder <u>must</u> demonstrate that the proposed resource is a Canadian citizen.		
	Proof of Canadian citizenship must be included with the bid.		

A copy of the driver's license must be included with the bid.

M2	The Bidder must demonstrate that the proposed resource holds a valid certification* in the following training course:	
	 Workplace Hazardous Materials Information System (WHMIS) 	
	A copy of the proposed resource's valid Certification must be included with the bid.	
	*Certification must be valid at bid closing and for the entire duration of the contract period.	
M3	The Bidder must demonstrate that the proposed resource holds a valid Canadian Class G driver's license or higher.	

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4.2.2. Point Rated Technical Criteria

Bids that meet all the Mandatory Technical Criteria will be evaluated against the rated requirements described in the Point Rated Technical Criteria.

The Evaluation team will allocate points for the Technical Score in accordance with the maximum points assigned to each criterion.

The evaluation will take the form of reviewing the statements and supporting material referenced in the responses to the rated requirements to determine the score to be awarded. Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score, or the use of the word "should".

To be considered compliant, the bid must also meet or exceed the minimum required overall pass mark score of 30 of the 85 available points. Any Bidder's proposal not meeting the overall minimum pass mark will be deemed non-compliant and the proposal will receive no further consideration. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

For any criteria that specify a particular time period (e.g., 6 months) of work experience, ECCC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the proposed resource actually worked on a project or projects (from his or her

start date to end date), instead of the overall start and end date of a project or a combination of projects in which the resource has participated.

For work experience to be considered by Canada, the technical bid must not simply indicate the title/category of the individual's position, but must demonstrate that the proposed resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

Criterion	Description	Scoring Guidelines	Maximum Points	Page number / Reference in proposal
P1	The Bidder should demonstrate that the proposed resource has one of the following Post-Secondary Education credentials: • Master's Degree or greater in Science or Engineering; • Bachelor's degree in Science, Engineering or Environmental studies; or • Diploma in Physical Sciences or Environmental Studies from College or Technical Institute. A copy of the proposed resource's post-secondary credential must be submitted with the bid. The credential must be obtained from an accredited institution, recognized by the Canadian Information Centre for International Credentials (http://www.cicic.ca/en/index.aspx).	20 points: Master's Degree or greater 15 points: Bachelor's Degree 10 points: Diploma If more than one credential is provided by the Bidder in response to criterion P1, only the highest academic credential will be evaluated.	20 points	

P2	The Bidder should demonstrate that the proposed resource has experience, within the last five (5) years, related to the operation of atmospheric or environmental science instrumentation such as, but not limited to: atmospheric trace gas spectrometers, atmospheric aerosol particulate samplers, solar radiation sensors, meteorological sensors.	5 points: 1 to < 3 months of experience. 10 points: 3 to < 6 months of experience. 15 points: 6 to < 9 months of experience. 20 points: 9 or more months of experience.	20 points	
P3	The Bidder should demonstrate that the proposed resource has experience, within the last five (5) years, completing field work† and/or manual labour in any of the following environments: • Isolated†† or Arctic†††; • Non-isolated or non-Arctic. †Field work – scientific work done outdoors in all weather conditions OR done in a work location that requires overnight lodging other than at home or commercial lodging. For example at an isolated†† research station, ship, tent/trailer camp. ††Isolated – location that is more than 2 hours normal travel time to the nearest hospital. †††Arctic – also known as "Arctic region" is any area north of the Arctic Circle (66°33'N).	Isolated or Arctic environment: 5 points: 1 to < 3 months of experience. 10 points: 3 to < 6 months of experience. 15 points: 6 or more months of experience. Non-isolated or non-Arctic environment: 1 point: 2 to < 4 months of experience. 2 points: 4 to < 6 months of experience. 3 points: 6 to < 8 months of experience. 4 points: 8 to < 10 months of experience. 5 points: 10 or more months of experience. experience.	15 points	

P4	The Bidder should demonstrate that the proposed resource has experience, within the last five (5) years, in knowledge transfer such as training or teaching in any subject.	 1 point: 1 to < 2 months of experience. 2 points: 2 to < 3 months of experience. 3 points: 3 to < 4 months of experience. 4 points: 4 to < 5 months of experience. 5 points: 5 to < 6 months of experience. 6 points: 6 to < 7 months of experience. 7 points: 7 to < 8 months of experience. 8 points: 8 to < 9 months of experience. 9 points: 9 to < 10 months of experience. 10 points: 10 or more months of experience. 	10 points	
P5	The Bidder should provide a Work Plan, Methodology and Approach that meets the Objectives, Scope of Work, Tasks and Deliverables identified in the Statement of Work (SOW).	Is the Work Plan, Methodology and Approach well developed, clear and logical to achieve objectives? The proposed technical approach should meet the requirements of the SOW. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirements and the Bidder's approach to meet them.	20 points	
		The Bidder should state any major difficulties, data gaps, challenges and/or risks that are anticipated and explain how they will be addressed. Points will be allocated as follows:		
		O points: The work plan, methodology and		
		approach are poorly developed : all or most elements are not identified; work plan does not address data gaps and		

risks/challenges; mitigation strategies are not presented or explained. Most steps are missing.

5 points:

The work plan, methodology and approach are weak: some elements are identified but lack sufficient detail, or are not presented clearly or logically; data gaps and risks/challenges are not identified or clearly explained; mitigation strategies are not identified and/or clearly explained. Steps are missing or steps are not presented in a logical order.

10 points:

The work plan, methodology and approach are **satisfactory**: a satisfactory number of elements and steps have been identified and presented; steps are presented clearly and logically, but some detail is lacking; some data gaps and challenges/risks along with mitigation strategies are presented but not clearly identified or elaborated upon.

15 points:

The work plan, methodology and approach are well developed: most elements and steps are identified; ideas are presented clearly and logically, most data gaps and challenges/risks are identified with mitigation strategies presented clearly; a very good level of detail is presented to demonstrate the Bidder's approach and methodology to meet the requirements of the SOW.

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20 points: The work plan, methodology and approach are excellent: all steps and elements are identified; ideas are presented clearly and logically, all data gaps and challenges/risks have been identified with mitigation strategies properly developed to overcome them; a comprehensive level of detail is presented to demonstrate the Bidder's approach and methodology to meet the requirements of the SOW. Bidder proposes innovative solutions in their methodology.		
MINIMUM POINTS REQUIRED:	30 points	
MAXIMUM POINTS AVAILABLE:	85 points	

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4.2.3. Inuit Benefits Plan (IBP)

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 training and skills development (either directly or through subcontractors);
- 3. Inuit ownership (Contractor and subcontractors); and
- 4. 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 "C" Part C (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

4.3. **Financial Evaluation**

4.3.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as described under the Financial Proposal instructions in Annex "B".

Basis of Selection 4.4

Highest Combined Rating of Inuit Benefits Plan (IBP) Commitment, Technical Merit, and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 points.
- 2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of IBP quality, technical merit, and price. The ratio will be 35% for the IBP merit, 40% for the technical merit, and 25% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
- 6. To establish the IBP merit score, the overall IBP merit score for each responsive bid will be determined as follows: The total number of points obtained / maximum number of points available multiplied by the ratio of 35%.
- 7. For each responsive bid, the IBP merit score, the technical 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 IBP merit, technical merit and price 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 35/40/25 ratio of IBP merit, technical merit, and price, respectively. The total available points equals 85 and the lowest evaluated price is \$45,000

Basis of Selection - Highest Combined Rating of IBP Commitment (35%), Technical Merit (40%), and Price (25%)

	· ·	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		70/85	40/85	85/85
Bid Evaluated Price		\$50,000.00	\$55,000.00	\$45,000.00
	Inuit Benefits Plan	15/35	35/35	0/35
	Technical Merit Score	70/85 x 40 = 32.94	40/85 x 40 = 18.82	85/85 x 40 = 40.0
Calculations	Pricing Score	45,000/50,000 x 25 = 22.5	45,000/55,000 x 25 = 20.45	45,000/45,000 x 25 = 25.0
	IBP Commitment	15/35 x 35 = 15	35/35 x 35 = 35	0/35 x 35 = 0
	Combined Rating	70.44	74.27	65.0
	Overall Rating	2nd	1st	3rd

In the case of a tie, the proponent submitting the lower bid evaluation price will be selected.



PART 5 - CERTIFICATIONS

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

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The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1. Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

The Bidder must provide the Contracting Authority with a completed Annex E (Integrity Provisions) before contract award.

5.2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

Environnement et Changement climatique Canada

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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5.2.2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Declaration

Signature

to Canada are subject to verification at all times. I understand that Canada will declare a bid no responsive, or will declare a Contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default uncontract."	r for
Name and Title (print) of person authorized to sign on behalf of the Vendor/Firm	

Date

"I, the Bidder, by signing below and submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided



PART 6 – SECURITY

6.1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;

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- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (https://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.



PART 7 - RESULTING CONTRACT

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

Title: (insert at contract award)

7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC <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

2010B (2022-12-01), General Conditions - Professional Services (medium complexity), apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety **Insert:** "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety. **Insert:** "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety **Insert:** "Deleted"

At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists. "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party; "Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract:

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the



copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (2023) or © Sa Majesté le Roi du chef du Canada (2023).

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- 3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
- 4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
- 5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
- 6. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.

Insert Section: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

7.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2022-12-01), Canada to own Intellectual Property Rights in Foreground Information

7.2.3 Specific Person(s)

The Contractor must pr	ovide the services of the following person(s) to perform the Work as stated in
the Contract:	(insert at contract award)

7.3. Security Requirement

- **7.3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - (i) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid security screening issued by the Government of Canada/Environment and Climate Change Canada (ECCC).
 - (ii) The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by ECCC.



- (iii) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information.
- (iv) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- (v) The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable). attached at Annex "D":

b. Contract Security Manual (Latest Edition).

7.4. **Term of Contract**

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2024, inclusive.

7.5. **Nunavut Directive**

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

7.5.1 Nunavut Directive: Inuit Benefits Plan Progress Report

- 1. The Contractor must compile records through the life of the Contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment
 - 2. Total hours and total dollars spent on Inuit Training
 - 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- 2. 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.
- 3. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "C" Part C (IBP Progress Report) of the Contract.
- 4. If, for any reason, the Contract 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.

7.5.2 Nunavut Directive: Disclosure of Information

1. 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 rightsholders 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.

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

7.5.3 Nunavut Directive: Third Party Independent Professional

- If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
- The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- If the independent professional confirms that the Contractor has not met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent professional:
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
- 6. Nothing in this section limits any other remedy or action available to Canada under this contract.



7.5.4 Nunavut Directive: Inuit Benefits Plan Deviations

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

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- 2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
- 4. 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.
- 5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

7.6. **Authorities**

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Garvin Suepaul

Title: Senior Manager, Strategic Procurement & Governance

Environment and Climate Change Canada Procurement and Contracting Division

Address: 351 boul. St-Joseph, Gatineau, QC, K1A 0H3

Telephone: 613-295-4823

E-mail address: Garvin.Suepaul@ec.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.

7.6.2 Technical Authority

The Technical A	authority for the Contract is:
Name:	(insert at contract award
Title:	_
Organization:	
Address:	

Environment and Environnement et Change Canada Changement climatique Canada

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Telephone: E-mail address:
The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
7.6.3 Nunavut Directive: Canada's Inuit Benefits Plan (IBP) Authority
Canada's IBP Authority for the Contract is:
Name:(insert at contract award) Title: Organization: Address:
Telephone:E
The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority.
However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.
7.6.4 Contractor's Representative
Name:(insert at contract award) Title: Organization: Address:
Telephone:E-mail address:
7.6.5 Nunavut Directive: Contractor's Inuit Benefits Plan (IBP) Authority
The Contractor's IBP Authority for the Contract is:
Name:(insert at contract award) Title: Organization: Address:
Telephone:E-mail address:



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

7.7. 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 Public Service Superannuation Act (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 Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.8. **Payment**

7.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, to a limitation of expenditure of \$ (insert at contract award) Customs duties are included, and Applicable Taxes are extra.

7.8.1.1 Labour

The Contractor will be paid for the actual hours worked at the firm per diem rates detailed in Annex B, based on a 7.5-hour workday. All chargeable time, will be rounded to the nearest quarter hour.

Estimated cost of Labour: \$_____ (insert at contract award) (Applicable Taxes extra)

7.8.1.2 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost of Travel and Living Expenses: \$3,000.00 (Applicable Taxes included).

7.8.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set (a) out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties and applicable taxes are included.



(b) No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

(c) 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.

7.8.3 Terms of Payment

H1008C (2008-05-12) 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:

- 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 delivered has been accepted by Canada.

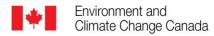
7.8.4 Time Verification

C0711C (2008-05-12) Time Verification

7.8.5 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback

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

- 1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- 2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.



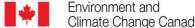
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:

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- 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 15% of the total contract value.
- 6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
- 7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

7.9. **Invoicing Instructions**

- 7.9.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
 - 1. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "C" Part C (IBP Progress Report) of the Contract.
 - Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied, including any IBP Holdbacks. At the time the holdback is claimed, or if Canada determines that it is appropriate to release any portion of the IBP Holdbacks, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoices for payments.
 - 3. Invoices must be distributed as follows:



a. The original electronic copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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7.9.2 SACC Manual Clauses

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

7.10. Certifications and Additional Information

7.10.1 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.

7.10.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.11. Applicable Laws

The Contract must be	be interpreted and	governed,	and the	relations	between t	the parties	determined,	, by
the laws in force in .	(insert	at contract	award).					

7.12. 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.

- the Articles of Agreement; (a)
- Supplemental general conditions 4007 (2022-12-01), Canada to Own Intellectual Property (b) Rights in Foreground Information;
- (c) 2010B (2022-12-01) General Conditions – Professional Services (Medium Complexity);
- Annex A, Statement of Work: (d)
- Annex B, Basis of Payment: (e)
- Annex C, Inuit Benefits Plan; (f)
- (g) Annex D, Security Requirements Check List;
- Annex E. Integrity Provisions; and (i)
- the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, **(I)** insert at the time of contract award:", as clarified on _______ or ",as amended on ______ and insert date(s) of clarification(s) or amendment(s)).

7.13. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or



maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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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

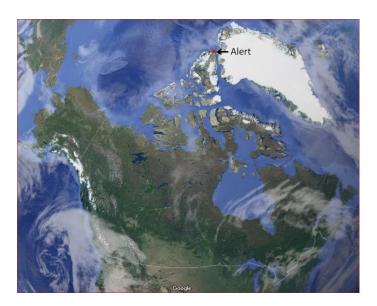
Solicitation No: 5000057113

1.0 Title

Operator, Global Atmosphere Watch Observatory, Alert NU

1.1 Background

The Climate Chemistry and Measurements Research Section of Environment and Climate Change Canada (ECCC), requires a contract operator for its baseline air chemistry observatory at Alert, Nunavut. Alert is the most northerly site in the World Meteorological Organization's Global Atmosphere Watch monitoring network. At the Alert site, ECCC maintains a number of measurement programs for various greenhouse gases, ozone, aerosols, solar radiation and other trace species. It also maintains atmospheric measurement programs for international partner agencies from Germany, Australia, and the United States of America.



1.2 Objective

ECCC requires a Contractor to provide operation services of the Global Atmosphere Watch (GAW) Observatory at Alert, Nunavut, to ensure monitoring, sampling, measurements, data logs and quality control measures are performed for the continued success of the atmospheric measurement programs and monitoring network conducted at this site.

1.3 Terminology

CFS - Canadian Forces Station

DND - Department of National Defence

ECCC - Environment and Climate Change Canada

Flagging – marking data as invalid due to local influence

SOP - Standard Operating Procedure



2.0 Scope of Work

A Contractor is required to operate, maintain and calibrate the air quality, precipitation and meteorological instruments and data logging equipment at the Alert Observatory. The Contractor is also required to run data collection and quality control routines on the baseline air chemistry data and prepare routine reports. Also included in the Contractor's responsibilities are the maintenance of buildings and vehicles, liaising with local Department of National Defence (DND) station staff and other duties related to the day-to-day operation of the station.

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The Contractor, reporting directly to the Technical Authority, must maintain all scientific programs at the Alert Observatory.

3.0 **Transition Period**

In order to ensure continuity, a Transition Period will be required following contract award to the new Contractor of this requirement. This Transition Period is intended to allow the new Contractor to assume responsibility and reach a steady state of activity, and also to allow the incumbent Contractor to complete specific ongoing activities. The incumbent transfers responsibility for current and planned activities at the end of this Transition Period to the new Contractor.

The Transition Period will include the following:

 Program familiarization and training provided by the incumbent Contractor at the Alert Observatory to the new Contractor. The new Contractor will receive relevant information on gas chromatographs, Picarro analyzer, aerosol measurements, Brewer ultra-violet spectrometers, Teco ozone analyzer, solar radiation measuring suite, meteorological instruments and toxics and aerosol high volume samplers. Familiarization on facilities mechanical and electrical systems as well as vehicles will also be provided in Alert.

The Transition Period will commence upon Contractor's arrival in Alert, NU, and will be for a duration of up to three (3) months following contract award.

4.0 **Tasks**

The Contractor will perform Work that includes, but is not limited to, the following tasks:

- Operating, calibrating and minor troubleshooting of air quality, precipitation and meteorological instrumentation and related data logging equipment at the Alert Observatory.
- 2. Obtaining grab samples for the various flask sampling programs at the Alert Observatory including the shipping of flasks and the recording of relevant meteorological data.
- 3. Maintaining the aerosol and precipitation sampling programs and shipping of samples.
- 4. Running data collection, analysis and quality control routines on the Alert Observatory data. Keeping detailed log records for each monitoring program and preparing a weekly status report. Maintain the Excel database of sampling records and check sheets, mailing copies of the data to the Technical Authority and performing regular backups on the data.
- 5. Basic maintenance to the Alert Observatory and office areas. This includes, ensuring that the Alert Observatory and office area are kept clean and well organized at all times. Floors must



be swept and mopped as required to remove dust and dirt accumulation. Instrument benches must be vacuumed weekly to remove dust buildup. Garbage cans must be emptied weekly and disposed of according to current Canadian Forces Station Alert environmental policy. Lightbulbs must be changed as required. Snow must be shoveled from all entrances, stairways, and work platforms. Maintaining an inventory of operational supplies and shipping and receiving of flasks, gas cylinders, samples and equipment. A monthly fire safety inspection report must be completed and submitted to the Station Fire Chief. A monthly Occupational Health and Safety inspection report must be completed and any noted deficiencies must be reported to the Technical Authority in writing. The Contractor will endeavor to ensure safe working conditions and wellbeing of the Alert Observatory staff at all times.

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- 6. Basic vehicle maintenance as follows: daily circle check must be made before vehicle operation. Weekly inspection check sheet will be completed on fluids, belts, hoses, Mattracks system. Deficiencies must be reported immediately to the Technical Authority in writing.
- 7. Interacting with DND and other station personnel to facilitate the operation of the monitoring program. Conducting tours of the Alert Observatory and office area for visitors and DND inspections.
- Provide knowledge transfer and site familiarization to the incoming Assistant GAW lab
 Operator, and provide on-site familiarization training to the next Contract Operator as per
 section 3.0.
- Providing support for visiting scientists and technicians who are in Alert for routine
 maintenance trips. This involves driving them to the Alert Observatory on an as needed basis.
 Providing general technical assistance as well as loading and/or unloading equipment and
 supplies from vehicles to the Alert Observatory.
- 10. Summer maintenance and clean-up duties on equipment and Alert Observatory grounds on an as required basis. This includes: visual inspection of exterior building envelope, exterior sample lines, exterior instruments, stairways, platforms and safety lines. Deficiencies will be reported to the Technical Authority in writing for repair action. In addition, any scrap packing or building materials will be gathered and disposed of locally according to current CFS Alert environmental policy.
- 11. Provide a Final Summary Report on the status of all the measurement programs, vehicle maintenance history, maintenance history for ECCC facilities and the status of data processing and flagging for the period covering the Contractor's posting in Alert as a contract operator.
- 12. Incorporate revisions to the Alert Observatory SOP manual introduced by scientific program principle investigators over the course of the Contract. Recommend further additions to the SOP to address issues or problems experienced.

5.0 Deliverables

The Contractor must provide the following deliverables to the Technical Authority:

1. Weekly check sheets, a weekly status report, weekly processed and quality-controlled data for all the parameters measured at the Alert Observatory, weekly vehicle inspection reports,



calibration results, data printouts, sampled flasks, sampled filters, and compressed air samples.

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- 2. Regular electronic and verbal communications on the status of the measurements programs, equipment, vehicles, and ECCC facilities in Alert.
- 3. The Final Summary Report as per Section 4.0 Tasks, written in Microsoft WORD format, must be submitted electronically to the Technical Authority by August 31, 2024.
- 4. An updated version of the Alert Observatory SOP manual, written in Microsoft WORD, containing all revisions to new or existing measurement procedures in the Alert Observatory. The revised draft of the Alert Observatory SOP manual must be submitted electronically to the Technical Authority by August 31, 2024.

6.0 Work Schedule

The core operating hours in Alert are from 8:00 a.m. to 4:00 p.m. from Monday to Friday and it is expected that the Contractor will complete work under the Contract during the core operating hours. The Contractor will be on call during all off hours (including weekends and holidays) in case emergency repairs are required. Regular remote monitoring of the laboratory instruments must also be maintained on all days that the Contractor is not physically visiting the laboratory (including weekends). The Contractor must be willing to work beyond the core operating hours should there be an operational requirement.

7.0 Work Location

Alert, Nunavut

8.0 Language of Work

English is the language of work. All communications and tasks must be performed in English, and all deliverables must be provided in English.

9.0 Travel

ECCC will cover the cost of room and board for the duration of the Work under the Contract in Alert. The Contractor will be entitled to claim travel expenses for transportation, meals and accommodation for travel between Alert and their primary residence in accordance with the National Joint Council (NJC) Travel Directive.

The Contractor will be reimbursed for authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost; without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the NJC Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". NJC Website: http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng

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

10.0 Government Supplied Materiel and Training



Detailed Standard Operating Procedures (SOP) for each sampling program will be provided by ECCC to the Contractor.

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Program familiarization will be provided by the incumbent Contractor at the Alert Observatory to the new Contractor. The Contractor will receive relevant information on gas chromatographs, Picarro analyzer, aerosol measurements, Brewer ultra-violet spectrometers, Teco ozone analyzer, solar radiation measuring suite, meteorological instruments and toxics and aerosol high volume samplers. Familiarization on facilities mechanical and electrical systems as well as vehicles will also be provided in Alert.

All of the air quality, precipitation, meteorological and data logging instruments that the Contractor operates are present at the Alert Observatory. The maintenance of the instrumentation is done on site at the Alert Observatory. The Contractor has access to a computer, a printer and the appropriate software at the Alert Observatory office facility in order to maintain the Alert database and write routine status reports. Flasks for the flask programs are shipped to the Contractor in Alert on a regular basis by ECCC. Any repairs to the equipment and vehicles may only be carried out with the authorization of the Technical Authority or the appropriate principal investigator. If equipment cannot be repaired by the Contractor on site after consultation with the Technical Authority, arrangements will be made to have the equipment shipped to ECCC's location in Downsview, Ontario for repair.

The Technical Authority and Alert Observatory staff will brief the Contractor on the relevant safety precautions which must be followed when working and travelling in Alert. Due to the isolated location, the Contractor will be required to purchase medical evacuation insurance for the period covering travel to and from Alert and while residing in Alert.

ECCC will provide the Contractor with standard arctic gear, including a parka, wind pants, boots and gloves. All arctic gear must be returned to ECCC upon completion of the Contract.

11.0 Communications

During the Contract period the Contractor shall remain in regular contact with the Technical Authority, as required, either by telephone or email to ensure the project is progressing well. Communications will occur as per an agreed schedule for the duration of the Contract.

12.0 Medical Examination

The Contractor must have a Medical History and Fitness for Isolated Posting form completed by their health care provider and have a dental examination prior to departing for Alert. The Isolated Posting Form will be provided to the Contractor by the Technical Authority upon contract award. The Contractor must cover the cost of these examinations and will be required to submit this form to the DND medical staff at CFS Alert.

13.0 Work Conditions

- Working in extreme conditions in a military environment. Extreme conditions include long, cold winters with several months of darkness. Civilian members must abide by the current CFS Alert Station Standing Orders, such as health and safety regulations, discipline regulations, and station alcohol and drug use policy.
- 2. Exposure to Arctic wildlife including arctic hares, foxes, and wolves.



3. Performance of physical labor, including frequent lifting/carrying/transporting heavy loads up to 50 lbs.

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4. Access to only two medical staff. Access to a doctor is not available.

14.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy.

The following green procurement standards form part of the Work:

- Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.
- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent postconsumer recycled content to the full extent to which it is procurable.
- Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.
- Deliverables must minimize packaging, if applicable. When required, packaging must be recyclable and/or biodegradable.

15.0 Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the <u>Accessible Canada Act</u>, its associated regulations and standards, and Treasury Board Contracting Policy.

The following accessibility standards form part of the Work:

 All written reports and submissions, as per Section 5.0. Deliverables, must be created in the requested format that is accessible as per the Accessibility, Accommodation and Adaptive Computer Technology Program (AAACT) <u>Digital Accessibility Toolkit</u>.



ANNEX "B" - BASIS OF PAYMENT

Table 1

(A)	(B)	(C)	(D)
Contractor Resource (Name)	Estimated Number of Days*	Firm Per Diem Rate	Extended Price (B x C) (applicable taxes extra)
	365	\$	\$
Total Extended Price (Bid P	\$		
Tax (GST of 5% if applicable)			\$
Total (including applicable taxes)			*

^{*}Based on a 7.5-hour workday



ANNEX "C" - INUIT BENEFITS PLAN

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PART A - INUIT BENEFITS PLAN (IBP)

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement.

The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex C, Part A (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 nonresponsive or in the Contractor being in default to the terms of the contract.

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

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

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

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

Key Terms

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

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

Additional information on the Inuit Enrolment List is available at: https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. 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 (https://nlca.tunngavik.com/) at the time such work is performed, and

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- 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 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.

Evaluation and Assessment of IBP Commitment

The Contractor must provide their IBP Commitments based on the requirement identified in Annex "B", Basis of Payment.

The Contractor will be assessed every month on their total IBP commitments. For example, in Inuit Benefits Criteria (IBC), Eligible Inuit Employment (EIE), if your commitment percentage is 50%, you should commit a minimum of 50% towards Inuit Employment labour hours over the 12-month contract period, which is required to take place over consecutive months (6 months in this example as 50% is half the contract labour hours but will need to be performed daily over a consecutive time period to ensure the requirements in Annex A are being met by the Contractor's resource). The IBP commitment will be prorated against that timeframe.

Requirement identified in Annex "B" is for 365 days x 7.5hrs per day = 2,735.5 total hours. Eligible Inuit Employment (EIE) commitment percentage of 50% of the total hours = 1,367.75hrs. A monthly EIE commitment within the 6-month period is calculated as follows: 1367.75hrs / 6months = 227.96hrs (average labour hours per month).

It is recommended that the Contractor provides an IBP Commitment Schedule detailing commitments for each criteria over the entire period of the requirement.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation, BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

Supporting Documentation

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

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.



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

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Inuit Employment

- list of specific positions, categories, overall percentage of labour;
- names of individuals or companies contacted and the nature of the undertakings:
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.

Inuit Training and Skills Development

- outline the activities that support Inuit training and skills development;
- demonstrate how the development will build job specific skills:
- strategies for recruitment of Inuit; and
- strategies for retention of Inuit for long-term, multi-year projects.

Inuit Ownership (of Prime and Sub-contractors / suppliers)

- names of companies contacted and the natures of the undertakings:
- list of specific Inuit businesses that will be Sub-contractors / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Head Office

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

Commitment Tables

The tables in Part B should be used by bidders to submit their proposals and to supplement their response.

Contractor Selection

For IBP commitment, to establish the commitment score, each responsive bid will be assigned points as detailed in the IBC table below.

The Contractor selection will be based on the highest responsive combined rating of IBP, price and technical rating.

INUIT BENEFITS PLAN CRITERIA

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area (NSA) and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.



	Inuit Benefits Criteria (IBC)	
	Inuit Employment to evaluate the employment of Inuit Labour.	Points
	Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Contractor staff and/or sub-contractor staff.	
	Percentages should be supported by a list of specific positions that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.	
	 An Eligible Inuit Employee (EIE) must meet the following criteria: 1. An individual who is performing services related to the project for a Contractor, sub-contractor or supplier who has work related to the project; and 2. An individual registered on the Nunavut Inuit Enrolment list 	
IB1	0-100%* of total labour hours = 0-10 points. Points will be assigned based on a percentage % of the total Points available.	
	*A <u>minimum</u> percentage of 50% total Inuit Employee labour hours applies to this criterion. Bids with an IBP Commitment of less than 50% for Inuit Employment will be assigned <u>0 points</u> for Criterion IB1.	/10
	Example: Bidder guarantees 65% of total labour hours will be Inuit	
	Total No. of EIE Hours for this Contract = 1778.08hrs x 100 = 65% Total No. of Hours for this Contract 2,735.5hrs	
	65 % x 10 = 6.5 points	
	NOTE: Bidders must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your supporting documentation.	
	This Criterion is worth 10% of the bid evaluation points available.	
	Holdback conditions will apply to this criterion. Inuit Training and skills development: to evaluate the undertaking of	
IB2	commitments, under the contract, with respect to training or skills development for Inuit.	



	Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work. This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects at no additional cost under this Contract . To establish the training score, each responsive bid will be prorated against the Bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points. This Criterion is worth 10% of the bid evaluation points available. Holdback conditions will apply to this criterion.				/10
	Example:	Bidder 1	Bidder 2	Bidder 3	
	Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
	Calculation of Points	20/60 = 0.33 x 10 (10 is the total points available)	35/60 = 0.58 x 10 (10 is the total points available)	60/60 = 1.0 x 10 (10 is the total points available)	
	Inuit ownership (Contractor and/or subcontractors): to evaluate whether				
			R, and whether Inui) in carrying out the		
	Contractor/subco	ontractors/suppliers	s in carrying out the		
			total dollar value of ntractor's portion of		
IB3		provide their guarand dance with the follo		ctor/ subcontractor/	
	Points will be as	signed to Bidder as	s follows:		/10
	contracting (bid	•	contracting / Estim ble amendments) =		
	Example: Estimated value contracting: \$55		000. Total guarante	ee of IFR	
	\$55,000 / \$100,0	000 = 0.55 x 10 = 5	5.5 points		
	NOTE:				

Inuit ownership **MUST** be supported by a list of specific Contractor / subcontractor(s) / supplier(s) that can be confirmed on the IFR.

The list of specific Contractor / subcontractor(s) / supplier(s) confirmed for Inuit Ownership 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.

This Criterion is worth 10% of the bid evaluation points available.

Holdback conditions will apply to this criterion.

Nunavut Benefits Criteria

Location in the NSA: to evaluate whether the Bidder or the subcontractor(s) have head offices, staffed administrative office or other staffed facilities in the Nunavut Settlement Area (NSA).

Bidders are requested to demonstrate the Contractor / sub-contractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area.

A maximum of 5 points will be assigned for this criterion. Points will be assigned as follows:

- 1. Head Office (2 points)
- 2. Staffed Administrative Office (2 points)
- 3. Other Staffed Facilities (1 point)

Location Proposal

IB4

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.

This Criterion is worth 5% of the bid evaluation points available.

Holdback conditions will apply to this criterion.

Criteria	Total Points Available	Total Score
Inuit employment	10	/10
Inuit training and skills development	10	/10
Inuit ownership/sub-contractors/suppliers	10	/10
Location in the Nunavut Settlement Area (NSA)	5	/5
	Grand Total	/35

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*1*5



PART B - INUIT BENEFITS PLAN EVALUATION

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the below Commitment Tables to supplement the IBP submission provided in their bid.

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

	Inuit Benefits Plan Evaluation Criteria	Points Available	Proposal Page No.
IB1	Inuit Employment	/10	
IB2	Inuit Training and Skills Development	/10	
IB3	Inuit Ownership (Contractor/subcontractors/suppliers)	/10	
IB4	Location in the NSA (Head offices, staffed administrative offices or other staffed facilities)	/5	
	Total Inuit Benefits Plan Evaluation Rating:	/35	

BIDDER COMMITMENT AND CERTIFICATION

Commitment Table 1 - Eligible Inuit Employment (EIE) Commitment

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

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

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

Bidders are required to detail commitments for each Period/Year/Phase/Other in the corresponding tables.

1-A Total EIE

Period/Year/Phase/Other:

	Column	(A)	(B)	(C)
Item	Employment Type or Position	Hourly Rate (for the employment type or position)	EIE Hours	Dollar Value (A x B) (taxes extra)

EIE-1	\$	\$
EIE-2	\$	\$
EIE-X	\$	\$

\$

Total for all	Total EIE Hours (Contractor and subcontractor)	Total Dollar Value (Contractor and subcont	
Period/Year/Phase/Other	(A1)	\$	(A2)

Total for this Period/Year/Phase/Other

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 Annex C - Part A.

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

Commitment Table 2 – Eligible Inuit Training (EIT) Commitment

Commitments below identify EITs regardless of whether they are provided by the Contractor or subcontractor staff.

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

Bidders are required to detail commitments for each Period/Year/Phase/Other in the corresponding tables.

2-A Total EIT

Period/Year/Phase/Other:

Item	Position of Inuit Trainee	Type of Training/Development	EIT Hours
EIT-1			
EIT-2			
EIT-X			
		Total for this Period/Year/Phase/Other	

T 4 16	Total EIT Hours	
l otal for <u>all</u>	(Contractor and subcontr	actor)
Period/Year/Phase/Other		(T1)



IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in Annex C – Part A.

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

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 must provide their IFR identification (ID) number to be awarded points toward Inuit ownership.

Bidders are required to detail commitments for **each** Period/Year/Phase/Other in the corresponding tables.

3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment Period/Year/Phase/Other:

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Supplies/Services
IFR-2				\$
IFR-3				\$
IFR-X				
	Dollar Value of IFR (Contractor/subcontractor/supplier) for this Period/Year/Phase/Other			\$

Total Dollar Value of IFR (Contractor/subcontractor/supplier) for <u>all</u> Period/Year/Phase/Other	\$	(F)
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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 Annex C – Part A.

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



Commitment Table 4 – NSA Location Commitment

Bidders are required to detail commitments for **each** Period/Year/Phase/Other in the tables that correspond to that Period/Year/Phase/Other.

Bidders to demonstrate the Contractor / sub-contractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area Nature of Presence and **Company Name** Address in the NSA (Contractor) Office Type in the NSA **Company Name Nature of Presence and** Address in the NSA (subcontractor/supplier) Office Type in the NSA

Bidder Certification		
The Bidder must submit the	ne following certification if an IBP guarai	ntee is being provided, either at
time of bid submission, or	as requested by the Contracting Author	rity.
Inuit Benefits Plan Certi	fication:	
PRINT NAME	SIGNATURE	DATE
· -		· · ·
The Bidder certifies its IBI	guarantee for contracting submitted w	ith its bid is accurate and
complete.	Ü	



PART C – IBP PROGRESS REPORT

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

The tables will demonstrate the Contractor's compliance with its IBP, providing information. including the cost breakdown, on all IBP achievements in each month 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 Privacy Act (R.S.C., 1985, c. P-21) (e.g. name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

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

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



Key Terms

- 1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (https://nlca.tunngavik.com/) at the time such work is performed, and

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c) is not an Eligible Inuit Trainee.

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

Additional information on the Inuit Enrolment List is available at: https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavutagreement/

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 (https://nlca.tunngavik.com/) 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). (https://inuitfirm.tunngavik.com/) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

Return Reports to:

Contracting Authority Name: Garvin Suepaul

Email: Garvin.Suepaul@ec.qc.ca

INUIT EMPLOYMENT

<u>Table 1 – EIE Progress Report</u>
"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

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

Period/Year/Phase/Other:	
1-Δ FIF	

	EIE Hours in this Progress Report (Contractor and subcontractor)	Dollar Value paid to EIE in this Progress Report (Contractor and subcontractor)

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ITEM	Hourly Rate	Committed	Achieved	Committed	Achieved
EIE – 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
	or this Progress Report			\$	\$

1-B Cumulative EIE

Total EIE Hours committed in the IBP (A1)	Total Dollar Value committed for EIE Hours in the IBP (A2)	\$
Total EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one	Total Dollar Value Paid to EIE for all Periods/Years/Phases/Other, up to now and including this one	⇔
Total EIE Hours remaining to meet commitment	Total Dollar Value remaining to meet commitment	⇔
% of EIE Hours achieved towards EIE Hours committed	% Dollar Value paid towards EIE Hours committed	

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

IBP Deviation Explanations (Use additional pages if necessary)
Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)
Comments (Use additional pages if necessary)



INUIT TRAINING AND SKILLS DEVELOPMENT

Table 2 – EIT Progress Rep

Period/Year/Phase/Other:

2-A Total	Total EIT train	ing hours in this
ITEM	Committed	Achieved
EIT -1		
EIT-2		
EIT-X		
2-B Cum	ulative EIT	

Total of EIT training hours for all Periods/Years/Phases/Other, up to now and including this one	
Total of EIT training hours committed in the IBP (T1)	
Total of EIT training hours remaining to meet commitment	

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

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

Comments (Use additional pages if necessary)

INUIT	OWNERSHIP
	O 1111E1101111

Table 3 - Inuit Ownership Progress Report

Period/Year/Phase/Other:

3-A Total Inuit Contractor/Subcontracting/Supplier

ITEM	Company Name (contractor)	Description of the Work	Inuit Firm	Total Dollar V Progress Rep	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Total Dollar Value in this Progress Report for Subcontract or Supplies/ Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$ \$	
IFR-X				\$	\$
	Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Progress Report				\$

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Periods/Years/Phases/Other, including this one.	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	*
Total Dollar Value remaining	\$

On track (Yes or No)? If no, the sections below MUST be completed prior to submission of this report.				
IBP Deviation Explanations (Us	e additional pages if necessary)			
Proposed Adjustments and/or	Alternative commitments (Use ac	Iditional pages if necessary)		
Comments (Use additional pages	s if necessary)			
LOCATION IN THE NUNAVUT S Table 4 – NSA Location Commi Period/Year/Phase/Other: 4-A Location of Business in the	tment Progress Report			
Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA		
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA		
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)				

- Where work or training has been attributed to Inuit workers or Inuit trainees, that the
 workers and / or trainees were all registered on the Inuit Enrolment List during the
 reporting period; and
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.



PART D - HOLDBACK FOR THE NON-PERFORMANCE OF IBP COMMITMENTS

Refer to resulting contract Articles of Agreement, section 8.0 Payment, subsection 7.8.5 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback for details.

ll	NUIT BENEFITS PLAN ACHIEVEMENT HOLDBACK DEDUCTION OF FINAL IBP ASSESSMENT	CHECKLIST:
Step #	Contractor: Total Contract Value (excluding tax): \$	
Inuit Bei	nefits Criteria	
	Inuit Employment	
	Percentage Commitment	%
4	Percentage Achieved including applicable amendment(s)	%
1	Met: No applicable Holdback Deduction Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	Met / Not Met
	Inuit Training & Skills Development	
	Hours Commitment	hrs
2	Hours Achieved	hrs
2	Met: No applicable Holdback Deduction Not Met: Proceed to Table 2 to determine applicable Holdback Deduction	Met / Not Met
	Inuit Ownership	
	Total Dollar Value Commitment	\$
3	Total Dollar Value Achieved	\$
3	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
Nunavut	Benefits Criteria	
	Location of Business in the NSA	
4	Points received during evaluation 1. Head Offices:/2 2. Staffed Administrative Office:/2 3. Other Staffed Facilities:/1	points
	Points Achieved	points
_	Met: No applicable Holdback Deduction	Met / Not Met



Not Met: Proceed to Table 4 to determine applicable Holdback Deduction

	TABLE 1 - ASSESSMENT OF INUIT EMPLOYMENT HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score	
1	Calculate the percentage of commitment achieved for Inuit Employment based on the following formula, where: Achieved %: (a) Proposed %: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) $/$ (b) = (c) * 60 Note: If (c) is \leq 50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.	60		
2	Contractor Due Diligence: Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit employment commitments. Points awarded for Contractor due diligence based on the following scale: O points – No information submitted to demonstrate efforts to meet the IBP commitment. 2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment. 6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls. 10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls. Due Diligence Score Assigned (out of 10) x 4 = Score	40		
3	TOTAL ASSESSED SCORE	100		
4	TOTAL CALCULATED HOLDBACK DEDUCTION: (100 - Total Assessed Score)% x (total contract value) x%	\$		



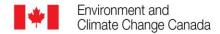
5	COMMENTS/JUSTIFICATIONS:		
SIGNATURE OF EVALUATION PANEL:			
	Canada's IBP Authority	Contracting Authority	
6			
	Signature	Signature	

	TABLE 2 - ASSESSMENT OF INUIT TRAINING HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score	
	Calculate the percentage of commitment achieved for Inuit training based on the following formula, where:			
1	Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)	60		
•	Score will be calculated as follows: (a) / (b) = (c) * 60	33		
	Note: If (c) is ≤ 50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.			
	CONTRACTOR DUE DILIGENCE:			
	Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit training commitments.			
	Points awarded for Contractor due diligence based on the following scale:			
2	points – No information submitted to demonstrate efforts to meet the IBP commitment.	40		
	2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.			
	6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.			
	10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.			



	Due Diligence Score Assigned (out of 10)	x 4 = Score		
3	TOTAL ASSESSED SCORE		100	
4	TOTAL CALCULATED IBP DEDUCTION: (100 - Total Assessed Score)% x (total contra	act value) x%	\$	
5	COMMENTS/JUSTIFICATIONS:	·		
	SIGNATURE OF EVALUATION PANEL:			
6	Canada's IBP Authority	Contracting Author	ity	
	Signature	Signature		

	TABLE 3 - ASSESSMENT OF INUIT OWNERSHIP HOLDBACK DEDUCTION				
Item #	Requirement	Weight	Score		
	Calculate the percentage of commitment achieved for Inuit ownership based on the following formula, where:				
1	Achieved %: (a) Proposed %: (b) Percentage achieved %: (c) Score will be calculated as follows: (a) / (b) = (c) * 60	60			
	Note: If (c) is ≤50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.				
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitments. Points awarded for Contractor due diligence based on the following scale:	40			
	 0 points – No information submitted to demonstrate efforts to meet the IBP commitment. 2 points – Demonstrated little to no effort and made no Attempt 				



	to meet the IBP commitment.			
	6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.			
	10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.			
	Due Diligence Score Assigned (out of 10)	x 4 = Score		
3	TOTAL ASSESSED SCORE		100	
	TOTAL CALCULATED IBP DEDUCTION:			
4	(100 - Total Assessed Score)% x (total contract value) x%		\$	
	COMMENTS/JUSTIFICATIONS:	,		
5				
	SIGNATURE OF EVALUATION PANEL:			
	Canada's IBP Authority Contracting Auth		ity	
6				
	Signature	Signature		

TA	TABLE 4 - ASSESSMENT OF LOCATION OF BUSINESS HOLDBACK DEDUCTION			
Item #	Requirement	Weight	Score	
1	Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area (NSA). Calculate the score of commitments achieved for the existence of head offices, staffed administrative offices or other staffed facilities in the NSA based on the following formula, where: Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c) (a) / (b) = (c) * 100 Note: If (c) is ≤50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum	100		
2	weight of 60 points. TOTAL ASSESSED SCORE	100		

Environment and Climate Change Canada Environnement et Changement climatique Canada

3	TOTAL CALCULATED IBP DEDUCTION: (100 - Total Assessed Score)% x (total contract value) x% \$						
4	COMMENTS/JUSTIFICATIONS:						
	SIGNATURE OF EVALUATION PANEL:						
5	Canada's IBP Authority	Contracting Author	rity				
	Signature	Signature					

ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST

 Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat PR50000#####
		Security Classification / Classification de sécurité

LIST		ATION DES EXIGE			SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATI					(2.72.10)		
 Originating Government Department Ministère ou organisme gouverne 		n / ECCC / CRD /CCMF	₹	2. Bran	ch or Directorate / Direction gén T	érale ou Dire	ection
3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du							
4. Brief Description of Work / Brève	description du trav	ail					
Operator, Alert Global Atmosphe	ere Watch Observa	ntory -					
as per attached SOW							
a) Will the supplier require access Le fournisseur aura-t-il accès à						X No	Yes Oui
5. b) Will the supplier require access Regulations? Le fournisseur aura-t-il accès à		•	•	•	e Technical Data Control es aux dispositions du Règlemer	X No Nor	Yes Oui
sur le contrôle des données tec	chniques?	<u> </u>		•			
Indicate the type of access requir	ed / Indiquer le typ	e d'accès requis	BUILDING A	CCES TO Dr. NE	EIL TRIVETT GAW OBSERVAT	ORY AT ALE	RT, NU.
6. a) Will the supplier and its employ Le fournisseur ainsi que les em (Specify the level of access usi (Préciser le niveau d'accès en le niveau d'accès	nployés auront-ils a ng the chart in Que	accès à des renseigne estion 7. c)	ements ou à			X No Nor	Yes Oui
6. b) Will the supplier and its employ PROTECTED and/or CLASSIF Le fournisseur et ses employés à des renseignements ou à des	/ees (e.g. cleaners TED information or s (p. ex. nettoyeurs s biens PROTÉGÉ	, maintenance persor assets is permitted. , personnel d'entretie S et/ou CLASSIFIÉS	nnel) require n) auront-ils n'est pas au	accès à des zor	cted access areas? No access to nes d'accès restreintes? L'accès	✓ Nor	Yes Oui
c) Is this a commercial courier or of S'agit-il d'un contrat de messag	delivery requireme gerie ou de livraiso	nt with no overnight s n commerciale sans	storage? entreposage	de nuit?		X No Nor	Yes Oui
7. a) Indicate the type of information	that the supplier v	vill be required to acc	ess / Indique	r le type d'inform	nation auquel le fournisseur devr	a avoir accè	S
Canada X		NATO /	OTAN		Foreign / Étrange	er	
b) Release restrictions / Restriction	ons relatives à la di						
No release restrictions Aucune restriction relative à la diffusion		All NATO countries Tous les pays de l'O	TAN		No release restrictions Aucune restriction relative à la diffusion		
Not releasable À ne pas diffuser			_				
Restricted to: / Limité à :		Restricted to: / Limité	àà:		Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s	s) pays :	Specify country(ies):	/ Préciser le	(s) pays :	Specify country(ies): / Préc	ciser le(s) pay	/s :
7. c) Level of information / Niveau d'	information						
PROTECTED A		NATO UNCLASSIFIE	ED		PROTECTED A		
PROTÉGÉ A		NATO NON CLASSI			PROTÉGÉ A		
PROTECTED B		NATO RESTRICTED			PROTECTED B		
PROTÉGÉ B		NATO DIFFUSION F			PROTÉGÉ B		
PROTECTED C		NATO CONFIDENTI			PROTECTED C		
PROTÉGÉ C		NATO CONFIDENTI	EL		PROTÉGÉ C		
CONFIDENTIAL		NATO SECRET			CONFIDENTIAL		
CONFIDENTIEL	-	NATO SECRET	-		CONFIDENTIEL		
SECRET SECRET		COSMIC TOP SECR			SECRET SECRET		
TOP SECRET		COSIVIIC TRES SEC	REI		TOP SECRET		
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TRÈS SECRET (SIGINT)					TRÈS SECRET (SIGINT)		

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Security Classification / Classification de sécurité

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Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

PART A (conf	inued) / PARTIE A (suite)								
PART A (continued) / PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? X No Yes									
	Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?								
If Yes, indicate the level of sensitivity:									
Dans l'affirmative, indiquer le niveau de sensibilité : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? V No Yes									
	Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?								
Short Title(s	s) of material / Titre(s) abrégé(s) du mat	ériel :							
	lumber / Numéro du document :								
	SONNEL (SUPPLIER) / PARTIE B - P el security screening level required / Ni								
io. a) Feisonii	er security screening level required / Ni	veau de controle de la securit	du personner requis						
X	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRÈS SEC					
	TOP SECRET- SIGINT	NATO CONFIDENTIAL	NATO SECRET		OP SECRET				
	TRÈS SECRET – SIGINT	NATO CONFIDENTIEL	NATO SECRET	COSMIC T	RÈS SECRET				
	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
	Special comments:								
	Commentaires spéciaux :								
	NOTE: If multiple levels of screening a				fi				
10 b) May uns	REMARQUE: Si plusieurs niveaux de creened personnel be used for portions		uis, un guide de classifica	ation de la securite doit etre i	No Yes				
	onnel sans autorisation sécuritaire peut		u travail?		X Non Oui				
If Yes, v	vill unscreened personnel be escorted?				No Yes				
Dans l'a	ffirmative, le personnel en question ser	a-t-il escorté?			NonOui				
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION	(FOURNISSEUR)						
	ON/ASSETS / RENSEIGNEMENT		,						
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or									
premises? NonOui									
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?									
44	and the second of the second o	050 information on acceptable			No				
	supplier be required to safeguard COM isseur sera-t-il tenu de protéger des rei		DMSEC?		X No Yes Non Oui				
PRODUCTIO	DN								
	roduction (manufacture, and/or repair an	d/or modification) of PROTECT	ED and/or CLASSIFIED n	naterial or equipment	X No Yes				
	occur at the supplier's site or premises? Les installations du foumisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ Non U Oui								
et/ou CLASSIFIÉ?									
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	TION (TI)					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED X No Yes information or data?									
information or data?									
	renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?								
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence No Ves Non Ves Non									
	ra-t-on d'un lien electronique entre le sys ementale?	erne iniormatique un fournisset	ar et ceiui du ministele ou	ue rayence	Non Oul				
J-2									
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	Callada								

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Environnement et Changement climatique Canada

Solicitation No	o: 5000057113
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	of Canada	du Ca

ernement du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité

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Category Catégorie		OTECT OTÉC			ASSIFIED .ASSIFIÉ			NATO						COMSEC		
	Α	В	С	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÉS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens							THE OTHER TE			GEGILET						
Production																
IT Media / Support TI IT Link / Lien électronique																
12. a) Is the descrip La description If Yes, classif Dans l'affirma « Classification 12. b) Will the docu La documenta	du i	trava is fo e, cla le sé ntatio	orm I assit assit assit	sé par la prése by annotating fier le présent ité » au haut « tached to this	ente LVER I the top a I formulai et au bas SRCL be	S est-elle and botto re en ind du formu PROTEC	de nature P m in the are iquant le niv llaire. TED and/or	ROTÉGÉE et la entitled "So leau de sécul CLASSIFIED?	ou CLAS ecurity C rité dans	lassificati			•	[X No Non	Ye Ou

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä^{*}



ANNEX "E" - INTEGRITY PROVISIONS

Solicitation No: 5000057113

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la *Politique d'inadmissibilité et de suspension* ainsi que le *Code de conduite pour l'approvisionnement*. / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and *Ineligibility and Suspension Policy* as well as the *Code of Conduct for Procurement*.

Selon la <u>Politique d'inadmissibilité et de suspension</u> de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché. / In accordance with the PWGSC (now PSPC) <u>Ineligibility and Suspension Policy</u>, the following information is to be provided when bidding or contracting.

* Informations obligatoires / Mandatory Information
*Dénomination complète de l'entreprise / Complete Legal Name of Company
*Nom commercial / Operating Name
Non connectally operating name
*Adresse de l'entreprise / Company's address
*Type d'entreprise / Type of Ownership
¹ Liste des noms: Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement. ¹ List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process.
Individuel/Individual: Pour les propriétaires uniques, y compris les propriétaires uniques qui soumissionnent en tant que coentreprises, doivent fournir une liste complète des noms de tous les propriétaires. For sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners.
Corporation/Corporation Société publique/Publicly owned corporation: Pour les sociétés publiques, y compris les coentreprises, les fournisseurs doivent fournir une liste des noms de tous les administrateurs actuels. For public corporations, including joint ventures, suppliers must provide a list of names of all current directors. Société privée/Privately owned corporation: Pour les sociétés privées, y compris les coentreprises, les fournisseurs doivent fournir une liste des noms des propriétaires. For private corporations, including joint ventures, suppliers must provide a list of the owners' names. Coentreprise/Joint Venture: Pour les coentreprises, les fournisseurs doivent fournir une liste complète des noms de tous les propriétaires. For joint ventures, suppliers must provide a complete list of the names of all owners. Autre/Other: Les fournisseurs qui sont un partenariat n'ont pas besoin de fournir une liste de noms. Suppliers that are a partnership do not need to provide a list of names.
*1Membres du conseil d'administration / Board of Directors, Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de reception / Board of Visitors

(Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)

Environment and Environnement et Change Canada Changement climatique Canada

Prénom/Nom First name/Last Name	Position (si applicable) / Position (if applicable)