

# RETURN BIDS TO/RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment Canada / Réception des soumissions - Environnement Canada

### **Electronic Copy:**

soumissionsbids@ec.gc.ca

# BID SOLICITATION AMENDMENT MODIFICATION DE LA DEMANDE DE SOUMISSIONS

The referenced Bid Solicitation is revised in this document; unless otherwise indicated, all other terms and conditions of the Bid Solicitation remain the same.

La demande de soumissions citée en référence est modifiée dans ce document; sauf indication contraire, les modalités de la demande de soumissions demeurent les mêmes.

#### Title - Titre

Aerological observations at the Iqaluit, Nunavut Upper Air Station

EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000068002

Amendment No. - N° de modification 001

Amendment Date (YYYY-MM-DD) – Date de la modification (AAAA-MM-JJ)

2023-08-30

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 2023-09-15

#### 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)

See herein

**Destination of Services / Destination des services** Igaluit, Nunavut

Security / Sécurité

See herein

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

Telephone No. – N° de téléphone

Fax No. - N° de télécopieur

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

Signature

Date



Solicitation No. 5000068002 Amd. No. 001

#### **AMENDMENT No. 001**

Amendment 001 of Solicitation # **5000068002** is raised to revise the Request for Proposal (RFP), and amend the French version of the RFP to include Parts 1, 2, 3, 4, 5, 6, 7, and Annexes A, B, C, D, E and F which incorporates the changes below.

# **RFP REVISIONS**

1. At page 1 of the RFP, Bid Solicitation Closes (YEAR-MM-DD):

**DELETE**: 2023-08-31

**INSERT:** 2023-09-15

2. Part 4 - Evaluation Procedures and Basis of Selection, is amended as follows:

At subsection 4.2.2. Point Rated Technical Criteria

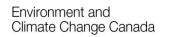
**DELETE:** in its entirety.

**INSERT:** 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 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 72 of the 103 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.

	POINT RATED TECHNICAL CRITERIA (RT)	Points	Page number/reference in proposal
RT1	Plan for the Execution of the Observations program:  The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Program and Data Collection requirements.  The Bidder's plan should include a detailed description of the tasks to be performed on station with an emphasis on standard operating flight procedures and maintenance tasks. The Bidder's plan must include an emphasis on performance standards on timeliness and data input accuracy as per MANUPP (see Appendix 4 to Annex A).  Bidder's will receive full points for each of the following items that are included and sufficiently detailed in the Bidder's plan that demonstrates the Bidder's grasp of the requirements and the Bidder's approach to meet them. No partial points will be awarded.  • Sequence of launch times (releases) of the Aerological balloon for daily observations – 2 points  • Criteria for delayed releases – 2 points  • Criteria for second releases – 2 points  • Maintaining monthly inventory stock – 2 points  • Performing Weekly/Monthly checks – 2 points  • Stony Plain Service Desk notification – 2 points	Maximum Points: 12	
RT2	Plan for monitoring of observations and quality control:  The Bidder should provide a detailed plan that describes with sufficient supporting information how it will monitor observations and perform quality control of observations.  The Bidder's plan should provide a detailed schedule of quality assurance tasks which include the production of month end reports including performance log and how anomalies will be tracked and reported after incomplete observations.  Bidder's will receive full points for each of the following items that are included and sufficiently detailed in the Bidder's plan that demonstrates the Bidder's grasp of the requirements and the Bidder's approach to meet them. No partial points will be awarded.	Maximum Points: 10	



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	<ul> <li>Reasons for missed observations – 2 points</li> <li>Production of monthly reporting/month end reports – 2 points</li> <li>Production of performance log and how anomalies will be reported – 4 points</li> <li>Procedures to ensure that resource performance will remain at a high level. This could include items such as, but not limited to, spot checks, work attendance, reporting how anomalies will be tracked after incomplete observations – 2 points</li> </ul>		
RT3	Personnel Allocation Plan:  The Bidder should describe its plan for allocating personnel who are tasked to perform the duties under the Contract.  Bidder's will receive full points for each of the following items that are included and sufficiently detailed in the Bidder's plan that demonstrates the Bidder's grasp of the requirements and the Bidder's approach to meet them. No partial points will be awarded.  • Provide a 60 calendar days rotation shift schedule of the proposed resources – 5 points  • Using the schedule, demonstrate a plan to cover the following:  • One shift on short notice (same day) due to employee illness – 5 points  • When a resource is absent for an extended period of time (three or more consecutive days) – 5 points  • Using the schedule, demonstrate the allocation of monthly tasks between the proposed Station Manager and Upper Air Observers – 5 points  • Monthly tasks may include but not limited to: Housekeeping tasks, empty trash cans, remove snow from doorways, create schedule, dust, etc.	Maximum Points: 20	
RT4	Occupational Health and Safety (OHS) Plan:  The Bidder should provide an OHS plan that describes with sufficient supporting information how it will provide, train, promote, enforce and manage a safe work environment.  Bidder's will receive full points for each of the following items that are included and sufficiently detailed in the Bidder's plan that demonstrates the Bidder's grasp of the requirements and the Bidder's approach to meet them. No partial points will be awarded.	Maximum Points: 21	

	The Bidder	's	OHS	plan	should:
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- Describe how safety awareness will be promoted in the workplace- 2 points
- Describe how the OHS plan will protect its employees 2 points
- Describe how safety awareness will be monitored on a daily basis at the station 2 points
- Describe how health and safety regulations will be enforced and how unacceptable performance of health and safety duties will be handled - 2 points
- Describe how training and/or certification will be provided and sustained throughout the duration of the contract for the following: (3 points, 1 point per bullet)
  - Upper Air
  - WHMIS: Workplace Hazardous Materials Information System
  - o TDG: Transportation of Dangerous Goods
- Include basic site safety management for the following: (10 pts, 1 point per bullet)
  - o Identify the hazards
  - Follow safe work practices
  - Working alone policy
  - Local emergency contact information
  - Workplace specific considerations
  - Current Safety Data Sheets
  - Use of Personal Protective Equipment (PPE)
  - Reporting and investigating accidents/incidents
  - Emergency response plan
  - Staff accountability



	Public Sector Experience of Bidder:  The Bidder should demonstrate experience working with the public sector.  For each experience working with the public sector the Bidder should provide the following information:  a. Name of public sector organization/client;  b. Title of project/contract;  c. Description of the work;  d. Start and end dates YYYY/MM;  e. Geographic location; and  f. Name and contact information (e-mail and telephone number) of a client reference from the public sector organization to whom the services were provided (that can validate the information provided by the Bidder).		
RT5	Points will be allocated as follows: One (1) point for each year of relevant experience for which the above information is fully provided, up to a maximum of ten (10) points. Projects with a duration of less than one (1) year will receive zero (0) points.  * Note: points will only be awarded for the Corporate Experience of the Bidder (i.e. the firm's experience). Points will not be awarded under this criterion for the experience of individuals, including the proposed station manager or the upper air observers.	Maximum Points: 10	
	The Bidder must have been the prime Contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's contract on the project was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime Contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime Contractor and X is a subcontractor.		
RT6	Resource Experience: The Bidder should demonstrate aerological or meteorological experience of its proposed resources.  a. Experience of the proposed Station Manager i. Demonstrated aerology or meteorology experience - 5 points	Maximum Points: 20	



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	ii. Demonstrated experience supervising a team beyond the		
	experience identified in mandatory technical criterion M2 - <b>5 points</b>		
	b. Experience of the proposed Upper Air Observer #1		
	i. Demonstrated aerology or meteorology experience - 5 points		
	c. Experience of the proposed Upper Air Observer #2		
	i. Demonstrated aerology or meteorology experience - 5 points		
	Experience of the proposed resource as Station Manager and Upper Air Observers should be included in each résumé.		
	Points will be allocated as follows: One (1) point for each year of relevant experience, up to a maximum of five (5) points. Experience less than one (1) year will receive zero (0) points.		
	Additional Resources:		
	The Bidder should demonstrate the capacity to provide additional resource(s) to perform		
	the roles and responsibilities of an Upper Air Observer.		
RT7	a. 5 points per additional proposed resource for a maximum of 10 points	Maximum Points: 10	
	To be awarded points, the Bidder should demonstrate that its additional proposed resource(s) have the required qualifications listed in mandatory technical criteria M3.		
	TOTAL MINIMUM POINTS (SCORE) REQUIRED	72	
	TOTAL points available	103	

# At section 4.3. Inuit Benefits Plan (IBP)

**DELETE:** in its entirety.

INSERT: 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

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Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

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

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

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

There is no pass mark for this section. The Inuit Benefits Plan (IBP) Evaluation Criteria are included in Annex "C" Part A.

#### At section 4.5. Basis of Selection

DELETE: in its entirety

# INSERT: 4.5.1 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 **72 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 103 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, 45% for the technical merit, and 20% 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 <u>45</u>%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.

- 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 bid evaluated 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 35/45/20 ratio of IBP merit, technical merit, and price, respectively. The total available points equals 103 and the lowest evaluated price is \$450,000

Basis of Selection - Highest Combined Rating of IBP Commitment (35%), Technical Merit (45%), and Price (20%)

			Bidder 2	Bidder 3
Overall Technical Score		83/103	72/103	103/103
	Bid Evaluated Price	\$500,000.00	\$550,000.00	\$450,000.00
	Inuit Benefits Plan	15/35	35/35	0/35
	Technical Merit Score	83/103 x 45 = 36.26	72/103 x 45 = 31.46	103/103 x 45 = 45.0
Calculations	Pricing Score	450,000/500,000 x 20 = 18.0	450,000/550,000 x 20 = 16.36	450,000/450,000 x 20 = 20.0
	IBP Commitment	15/35 x 35 = 15	35/35 x 35 = 35	0/35 x 35 = 0
Combined Rating		69.26	82.82	65.0
Overall Rating		2nd	1st	3rd

3. Part 7 – Resulting Contract, is amended as follows:

At subsection 7.5.1 Nunavut Directive: Inuit Benefits Plan Progress Report

**DELETE:** 2. Total hours and total dollars spent on Inuit Training

4. Annex "B" – Basis of Payment, is amended as follows:

**DELETE:** in its entirety

# **INSERT:**

- 1.0 The Bidder must complete Annex B Basis of Payment and include it in its financial bid once completed. As a minimum, the Bidder must respond by including in its financial bid, for each of the periods specified below, its quoted all-inclusive firm rates (in CAD \$) for each of the items identified.
- 2.0 The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The Bidder's prices must be submitted based on the Usage Quantities described below. The price must be stated for each item listed in each table and not include GST/HST. Overhead and profit are to be included in the firm, all-inclusive rates. FOB destination, Canadian customs duties and excise taxes included.

Liquidated Damages will apply in the event of delayed, missing data or non-performance as described in Appendix 2 to Annex A.

Table 1.1 Firm Contract Year 1 - (October 1, 2023 to September 30, 2024)

Item	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost		
	Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.						
1.	Aerological Observations (3 hours per observation performed twice daily for 366 days - leap year)	732	EA	\$	\$		
2.	End of month report	12	EA	\$	\$		

Pricing Schedule 2 - additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
	(A) Total Estin	\$			

Table 1.2 Firm Contract Year 2 - (October 1, 2024 to September 30, 2025)

Item	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost			
	Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.							
1.	Aerological Observations (3 hours per observation performed twice daily for 365 days)	730	EA	\$	\$			
2.	End of month report	12	EA	\$	\$			
The C in acc	Pricing Schedule 2 - additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.							
3.	As and when required work (hourly rate)	40	Hours	\$	\$			
	\$							

Table 1.3 Option Period 1 - (October 1, 2025 to September 30, 2026)

Item	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
	ng Schedule 1 - Firm All Inclusive Prices ive rates for work performed in accordance	•	•		
1.	Aerological Observations (3 hours per observation performed twice daily for 365 days)	730	EA	\$	\$
2.	End of month report	12	EA	\$	\$
in acc	may vary.				
J.	rate)	40	Hours	\$	Ψ
	\$				

Table 1.4 Option Period 2 - (October 1, 2026 to September 30, 2027)

Item	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost	
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.						
1.	Aerological Observations (3 hours per observation performed twice daily for 365 days)	730	EA	\$	\$	
2.	End of month report	12	EA	\$	\$	



The in ac	ing Schedule 2 - additional "As and Wh Contractor will be paid the following firm h coordance with the Statement of Work at A e that the following Usage Quantity is for ev	ourly rates, nnex A.	for work pe	·	
3.	As and when required work (hourly rate)	40	Hours	\$	\$
	\$				

Table 1.5 Option Period 3 - (October 1, 2027 to September 30, 2028)

Item	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
	ng Schedule 1 - Firm All Inclusive Price sive rates for work performed in accordance				
1.	Aerological Observations (3 hours per observation performed twice daily for 366 days - leap year)	732	EA	\$	\$
2.	End of month report	12	EA	\$	\$
The C in acc	ng Schedule 2 - additional "As and Whe Contractor will be paid the following firm he cordance with the Statement of Work at Arthat the following Usage Quantity is for every As and when required work (hourly)	ourly rates, for nex A.	or work pe	·	
3.	rate)	40	Hours	Ф	Ф
	(E) Total	Estimated I	•	tion Period 3: tems 1 + 2 + 3	\$

Financial Evaluation Summ	nary
Total Price - Firm Contract Year 1 (A)	\$
Total Price - Firm Contract Year 2 (B)	\$
Total Price - Option Period 1 (C)	\$
Total Price - Option Period 2 (D)	\$
Total Price - Option Period 3 (E)	\$
Total Evaluated Bid Price (A + B + C + D + E)	\$
Applicable Taxes	\$
Total Bid Price including Applicable Taxes	\$

# 5. Annex "C" - Inuit Benefits Plan, is amended as follows:

DELETE: in its entirety

INSERT:

# 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 non-responsive or in the Contractor being in default to the terms of the contract.

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

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



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

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

# **Key Terms**

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

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

Additional information on the Inuit Enrolment List is available at: <a href="https://www.tunngavik.com/initiative\_pages/enrolment-program/enrol-in-the-nunavut-agreement/">https://www.tunngavik.com/initiative\_pages/enrolment-program/enrol-in-the-nunavut-agreement/</a>

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

# **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 entire contract period. The IBP commitment will be prorated against the total contract labour hours of work.

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.

# **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 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 onsite 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 subcontractor 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 = 0-15 points. Points will be assigned based on a percentage % of the total Points available.	/15
	Example: Bidder guarantees 65% of total labour hours will be Inuit	
	$\frac{\text{Total No. of EIE Hours for this Contract}}{\text{Total No. of Hours for this Contract}} = \frac{2,918.5 \text{hrs}}{4,490 \text{hrs}} \times 100 = 65\%$	
	65 % x 15 = 9.75 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 15% of the bid evaluation points available.	
	Holdback conditions will apply to this criterion.	
IB2	Inuit ownership (Contractor and/or subcontractors): to evaluate whether the Bidder is an Inuit firm on the IFR, and whether Inuit firms	

	on the IFR will be engaged as subcontractor(s) in carrying out the government contract	
	Bidders are requested to demonstrate the use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.	
	Bidders will be evaluated on their firm commitment to use IFR subcontractors for services from IFR businesses.	
	If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.	
	Bidders should provide their guarantee of Inuit Contractor/ subcontractor/ supplier in accordance with the following:	
	Points will be assigned to Bidder as follows:	
	Total dollar value guarantee of IFR contracting / Estimated value of contracting (bid price + any applicable amendments) = x total points available = assigned points	
	Example: Estimated value of Contract: \$100,000. Total guarantee of IFR contracting: \$55,000	/15
	\$55,000 / \$100,000 = 0.55 x 15 = 8.25 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 15% 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).	
IB3	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.	/5
	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**

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	15	/15
Inuit ownership/sub-contractors/suppliers	15	/15
Location in the Nunavut Settlement Area (NSA)	5	/5
	<b>Grand Total</b>	/35

# PART B - INUIT BENEFITS PLAN EVALUATION

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, <u>the</u> <u>Bidder must provide proof with their bid</u> 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	/15	
IB2	Inuit Ownership (Contractor/subcontractors/suppliers)	/15	
IB3	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 <u>must not include</u> any commitments already included under the Inuit Ownership commitments.

Bidders are required to detail commitments for <u>each</u> 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 this Period/Year/Phase/Other	\$

Total for <u>all</u> Period/Year/Phase/Other	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor	
r oned real rides of enter		(A1)	\$	(A2)

# **IBP Commitment Implementation**

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

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

# **<u>Commitment Table 2</u>** – Inuit Ownership Commitment

Inuit Ownership commitments <u>must not include</u> any commitments already included under 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.

# **2-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 (Cor	ntractor/subcontractor/s this Period/Year/F		\$

Total Dollar Value of IFR (Contractor/subcontractor/supplier) for <u>all Period/Year/Phase/Other</u>
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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 3 – NSA Location Commitment**

Bidders are required to detail commitments for <u>each</u> 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

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

Bidder Certification			
	owing certification if an IBP guara requested by the Contracting Aut	<b>.</b> .	
Inuit Benefits Plan Certification:			
PRINT NAME	SIGNATURE	DATE	
The Bidder certifies its IBP guar complete.	rantee for contracting submitted w	vith its bid is accurate and	



# 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 <u>Privacy Act</u> (R.S.C., 1985, c. P-21) (e.g. name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

#### **Deviations**

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

The Contractor must **inform** *the Contracting 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.

# 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
- a beneficiary of the Nunavut Agreement ( <a href="https://nlca.tunngavik.com/">https://nlca.tunngavik.com/</a>) at the time such work is performed

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

Additional information on the Inuit Enrolment List is available at: <a href="https://www.tunngavik.com/initiative\_pages/enrolment-program/enrol-in-the-nunavut-agreement/">https://www.tunngavik.com/initiative\_pages/enrolment-program/enrol-in-the-nunavut-agreement/</a>

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

### **Return Reports to:**

**Contracting Authority Name:** Garvin Suepaul

Email: Garvin.Suepaul@ec.gc.ca

#### **INUIT EMPLOYMENT**

# Table 1 - EIE Progress Report

"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 <u>must not include</u> any data already included under the Inuit Ownership data.

Period/Year/Phase/Other:	
1-A EIE	

		EIE Hours in this Progress Report (Contractor and subcontractor)		Progres	s Report d subcontractor)
ITEM	Hourly Rate	Committed	Achieved	Committed	Achieved
EIE – 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
	AL for this ess Report			\$	\$



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.

<u>Tab</u> Peri	le 2 - Inuit Ownership Fod/Year/Phase/Other: Total Inuit Contractor/S				
	le 2 – Inuit Ownership F				
INU		rogress Report			
INUIT OWNERSHIP					
Con	Comments (Use additional pages if necessary)				
Con					
Pro	posed Adjustments and	or Alternative commitme	nts (Use add	litional pages if necessary)	

Achieved

Committed

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

# 2-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  $\underline{\text{MUST}}$  be completed prior to submission of this report.

IBP Deviation Expla	nations (Use additional pages if necessary)
Proposed Adjustme	ents and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)					
I OCATION IN THE NUMAVUIT S	ETTI EMENT ADEA				
	LOCATION IN THE NUNAVUT SETTLEMENT AREA				
Table 3 – NSA Location Commi	tment Progress Report				
Period/Year/Phase/Other:  3-A Location of Business in the	NSΔ				
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 report.	sections below MUST be comple	ted prior to submission of this			
IBP Deviation Explanations (Us	e additional pages if necessary)				
Proposed Adjustments and/or A	Alternative commitments (Use	additional pages if necessary)			
Comments (Use additional pages if necessary)					

Each IBP progress report must include the certification below.



# **Contractor Certification**

IBP P	ROGRESS CERTIFICATION:		
Print	name	Signature	 Date
Contr	act number:		
	contractor certifies the inform omplete.	nation contained in the IBF	Progress Report is accurate
The C	Contractor further certifies, an	nd is prepared to provide s	support to demonstrate, that:
1.	Where work has been attrib registered on the Inuit Enro	•	
2.	Where work has been attrib on the Inuit Firm Registry d		nose firms were all registered I.

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

Refer to resulting contract Articles of Agreement, section 7.8 Payment, subsection 7.8.5 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback for details.

INUIT BENEFITS PLAN ACHIEVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT			
Step#	Contractor:  Total Contract Value (excluding tax): \$		
Inuit Be	nefits Criteria		
	Inuit Employment		
	Percentage Commitment	%	
	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 Ownership		
	Total Dollar Value Commitment	\$	
	Total Dollar Value Achieved	\$	
2	Met: No applicable Holdback Deduction Not Met: Proceed to Table 2 to determine applicable Holdback Deduction	Met / Not Met	
Nunavu	t Benefits Criteria		
	Location of Business in the NSA		
	Points received during evaluation 1. Head Offices:/2 2. Staffed Administrative Office:/2 3. Other Staffed Facilities:/1	points	
3	Points Achieved	points	
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met	

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 ≤ 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:	60
2	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:	



Canada's IBP Authority	Contracting Authority
Signature	Signature

	TABLE 2 - ASSESSMENT OF INUIT OWNERSHIP HOLDBAC	K DEDUCT	ION
Item #	Requirement	Weight	Score
1	Calculate the percentage of commitment achieved for Inuit ownership 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 ≤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	If (a) is greater than (b), the Contractor will receive the		
3	TOTAL ASSESSED SCORE	100	
4	TOTAL CALCULATED IBP DEDUCTION:	\$	

	(100 - Total Assessed Score)% x (total cor	tract value) x
5	COMMENTS/JUSTIFICATIONS:	
	SIGNATURE OF EVALUATION PANEL:	
6	Canada's IBP Authority	Contracting Authority
	Signature	Signature

TABLE 3 - 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 weight of 60 points.	100	
2	TOTAL ASSESSED SCORE	100	
3	TOTAL CALCULATED IBP DEDUCTION:  (100 - Total Assessed Score)% x (total contract value) x  ——%	\$	
4	COMMENTS/JUSTIFICATIONS:		
5	SIGNATURE OF EVALUATION PANEL:		

Canada's IBP Authority	Contracting Authority
Signature	Signature

All other terms and conditions of the Bid Solicitation remain the same.