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Government of Nunavut Request for Proposals

**DEPARTMENT OF COMMUNITY & GOVERNMENT SERVICES
PETROLEUM PRODUCTS DIVISION**

RFP # 2017-65

SUPPLY & DELIVER BULK REFINED PETROLEUM PRODUCTS TO ALL REGIONS / COMMUNITIES IN NUNAVUT

ISSUE DATE – Friday October 27, 2017

CLOSING DATE – Friday December 1, 2017

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Request for Proposals (RFP)

The Government of Nunavut’s Petroleum Products Division (PPD) purchases approximately 200 million liters of petroleum product each year, consisting of approximately 135 million liters of #1 Ultra Low Sulphur Diesel, 20 million liters of 92 Octane Premium Unleaded Gasoline and 45 million liters of Jet A-1. The products are delivered by ocean going tankers to 25 communities within the territory of Nunavut.

The Government of Nunavut (GN) is requesting Proposals from qualified Proponents for the provision of the **supply and transportation** of bulk refined petroleum products to the 25 Communities of Nunavut Territory. The required services are outlined in this Request for Proposals (RFP).

Note: In the past, the GN has allowed proponents to bid on the supply of bulk fuel and or the transportation of the fuel separately. This RFP process outlines that the GN will only consider proponents that can satisfy both the requirement for the fuel supply, storage and the transportation of the fuel.

The GN will host a Proponent Information conference call for all interested parties. The purpose of the meeting will be to answer questions relating to the Terms of Reference for the requirements. Please note that participation in the conference call is not mandatory. This conference call is scheduled for **Friday November 17, 2017, 2:00PM Local Iqaluit Time.**

The conference call information is as follows:

Toll Free Dial: 1-866-969-8429
Conference ID: 4291454

We would request that any questions or concerns with respect to the RFP document or the RFP process be forwarded in writing by **Tuesday November 14, 12:00 Noon Local Iqaluit Time. The questions and answers will be prepared as a written Addendum and provided to all proponents. Submitting the questions in advance will assist the GN to prepare adequate responses to the questions in a timely manner. The questions and answers will be discussed during the bidder’s conference call.**

Proponents should ensure that they have received this document **directly from the Nunavut Tenders** web site, (<http://www.nunavuttenders.ca/>). Only proponents that download this

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document directly from the Nunavut Tenders web site will be registered to receive notice of Addenda as they are issued. If you have received this document from another source, you will not receive notice of addenda that may be issued. If you have not received this document directly from the Nunavut Tenders website, you should go to the site now and register and obtain this document from the source site. Registration only requires your organization or individuals name and an email address so that notifications of addenda and awards can be received.

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SECTION A: Instructions to Proponents

1. Proposals quoting “RFP 2017-65, Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut”, closing date and proponent’s name must be received by hand delivery, electronically, or by fax, in accordance with these Instructions to Proponents on or before **Friday December 1, 2017, at 16:00hrs (4:00PM) Local Iqaluit Time** at:

Department of Community and Government Services
Government of Nunavut
Attention: Mark McCulloch, Senior Manager, Procurement, Logistics & Contract Support Services
Hand Delivered to: 3rd Floor, W. G. Brown Building Iqaluit, Nunavut
Electronically: via the Nunavut Tenders Bid Box, or
Faxed to: (867) 975 – 5450

- a) Proposals received after the exact time and date noted above will be considered late and will be rejected.
 - b) If submitting by hand delivery: the original and five (5) copies are to be submitted, quoting “**RFP 2017-65, Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut**”, on the cover page and in the document header“, closing date and proponent’s name on the exterior delivery packaging.
 - c) If submitting electronically, refer to clause 3 below.
 - d) If submitting by fax, refer to clause 4 below.
 - e) After the closing time, and subject to the Access to Information and GN reporting provisions contained herein, only the names and addresses of the proponents will be made public.
2. The GN will not accept or be responsible for any proposal that:
 - a) does not indicate the RFP title, reference number, closing date, proponents name and address on the proposal envelope or packaging; or
 - b) is e-mailed contrary to clause 6 below; or
 - c) is delivered to any building address or fax number other than that provided above;
 - d) is not accompanied by a Declaration of Conformity form.
3. **NUNAVUT TENDERS BID BOX**: The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFP is eligible for the Nunavut Tenders Bid Box, a “Submit” button will appear on the webpage. By using the Bid Box, proponents are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
 - a) Proponents are hereby advised that registering to upload a proposal submission file is different from that of registering to download the RFP document. Proponents have to register online again so that they can submit their proposal. The proposal submission does not have to be uploaded by the original email/registration that was used on the website to download the file. Proponents are hereby instructed to test the registration process well in advance of the closing date and time to make sure that they will be able to upload their proposal without issue. The Bid Box closes and locks at the exact date and time set for closing. Late proposals for any reason whatsoever will not be accepted.
4. **FAX SUBMISSIONS**: If proposals are submitted by fax:
 - a) The proposal must be **received in its entirety before the closing date and time** at the fax machine number stated. For greater certainty, “received in its entirety” means that the fax transmission is complete and all pages of the proposal are fully printed by the receiving fax machine. To ensure the proposal is received in its entirety before the closing time, it is recommended that the proponent **commence the fax**

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transmission well in advance of the closing time, and confirm receipt by a telephone enquiry. The fax machine is used for other government business and may be busy prior to closing.

- b) The GN does not guarantee that fax transmissions will be received and any proponent who submits a proposal by fax machine does so **at its own risk. The GN accepts no liability** for any claim or damages resulting from a fax transmission which is interrupted, not received in its entirety, received after the stated closing time and date, received by any other fax machine other than the one stated herein, or for any other reasons.
- c) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their proposal, the proponent waives any legal claim of confidentiality against the GN.
- d) As soon as practical after faxing a proposal, the proponent should provide confirmation that the proposal and required copies have been sent by the most expedient means to:

Government of Nunavut
 Department of Community and Government Services
 W. G. Brown Building (Astro Hill Terrace)
 3rd Floor, Procurement, Logistics & Contracts Support (P. O. Box 1000 – Station 1600)
 Iqaluit, NU X0A 0H0

Attention: Mark McCulloch, Senior Manager, Procurement, Logistics & Contract Support Services

- e) An electronic version of the proposal may be requested **AFTER** receipt of the proposal by fax (in accordance with the submission instructions) **but NOT IN LIEU OF FAXING**.
 - f) In the event of any inconsistency, discrepancy or conflict between the proposal received by fax transmission and the proposal received after the closing date and time, the faxed proposal shall govern.
 - g) Failure to comply with any of the foregoing provisions may result in disqualification of the proposal.
5. Due to limited bandwidth, file size restrictions and connectivity interruptions, submitting a proposal by e-mail is unreliable. **Proposals submitted by e-mail will not be accepted.** Notwithstanding the foregoing, the GN reserves the right to request an unaltered electronic version of the proposal after the closing date and time.
6. One of the priorities of the GN is to ensure Inuit, Nunavut and Local businesses supply materials, equipment, and services on any GN contract, and that Inuit, Nunavut and Local labour is used to the fullest extent practical; therefore, the Nunavummi Nangminiqatunik Ikajuuti (NNI) Regulations , Nu. Reg. R-023-2017, apply to this Request for Proposals.
- a) To maximize incentives available under the NNI Regulations, proponents **must** identify cost components for Inuit, Nunavut and Local Content.
 - b) Failure to complete and submit the NNI Incentives form with the proposal **will** result in a denial of any adjustments the proponent may otherwise be entitled to under the NNI Regulations. Failure to provide complete business names **will also** result in a denial of adjustments.
 - c) Proponents can obtain information about the NNI Regulations from the GN’s NNI Secretariat at 1 – 888 – 975 – 5999. A copy of the NNI Regulations may be downloaded from the website <http://nni.gov.nu.ca/policy>. A registry of approved Nunavut Businesses is available on the internet at the website <http://www.nni.gov.nu.ca/search>. Proponents may also obtain information about Inuit Firms from Nunavut Tunngavik Inc. (NTI) at 1 – 867 – 975 – 4900 or from their website <http://inuitfirm.tunngavik.com/>. The registry of approved Inuit Firms can be accessed on the internet at the website <http://www.inuitfirm.com/public/search.php>.
 - d) **The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Policy Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, proponents may rely on the websites on the date of writing the proposal, and the evaluation committee may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Regulations in evaluating proposals. Accordingly, for the purposes of ensuring the correct bid adjustments are applied,**

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proponents should indicate the NNI and, or, NTI Registration Numbers on the NNI Incentives Application Form.

- e) Unsuccessful proponents may challenge the NNI evaluation of their proposal pursuant to s.9 of the NNI within five (5) business days of receiving notice of a contract award.
7. For one year from the date their employment ceases, former GN senior officers may not own, operate, control or be employed by any business enterprise in which they may be in a position to unduly exploit knowledge they gained while employed by the GN. If, however, within one year after employment ceases, a senior officer is offered a contractual position by a department, the Deputy Minister (DM) of that department may make a request of the Senior Personnel Secretariat (SPS) to waive the last 6 months of the required waiting period. If six (6) months have passed since the end of a senior officer’s employment, the SPS may, in its sole discretion, waive the remaining waiting period.
8. The GN reserves the right to deem a proponent “not responsible” on the basis of performance problems in any similar contract which performance problems occurred in the past 24 months. Performance problems include default, failure to perform, unsatisfactory quality of result, or unsatisfactory contract management practice. A proposal submitted by a proponent who is “not responsible” will be rejected.
9. Proponents are encouraged to submit enquiries and seek clarifications to the RFP document prior to the stated closing date and time. All questions, enquiries or any other communications concerning this RFP should be in writing and faxed or e-mailed to:
- Mark McCulloch, Senior Manager, Procurement, Logistics & Contract Support Services**
Phone: (867) 975-5427 e-mail: mmcculloch@gov.nu.ca
- a) Responses to any communication made by a GN employee other than the contact person identified herein should not be relied on and cannot be guaranteed.
- b) Verbal communications are discouraged, cannot be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the contact person identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFP or any ensuing contract. The GN will accept no liability for any losses, damages or claims by an unsuccessful proponent who has relied on verbal information or communication from any other party, including our client.
- c) A response to any enquiry received later than five (5) calendar days prior to the proposal closing deadline cannot be guaranteed.
- d) Proponents acknowledge that not all enquiries necessarily warrant a response; therefore a response to every enquiry received pertaining to this RFP shall not be guaranteed. The RFP Authority reserves the exclusive right to determine whether an enquiry warrants a response or will result in an addendum.
10. A Proponent seeking modifications to the Agreement terms must specifically request those changes in writing well in advance of the closing date and time, and the GN may respond by way of addendum. Amendments to the Contract will not be considered after the closing deadline or after acceptance of a proposal.
11. Any amendments made by the GN to this RFP will be issued in writing and available via automatic notification in an addendum format for download to those proponents who have registered and who have received the original documents from the GN Tender website. Proponents who do not register will not get the addenda.
12. Proponents may amend their proposal by fax at any time prior to the closing date and time. If submitting via the Nunavut Tenders Bid Box is permitted, proponents may upload a revised proposal, or upload proposal amendments. Amendments or amended proposals should be clearly identified as such. The latest version will be considered the proponent's official submission.

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13. The GN reserves the right to request clarifications and negotiate modifications with any proponent who has submitted a proposal.
 - a) Failure to provide information sufficient to satisfy the requirements of this RFP may result in the Bidder bid being deemed ‘Not Responsible’ and disqualified from further consideration.
 - b) Proponents should also be aware that where it has done past similar work for the GN, the GN Department and Division that the work was done for will automatically become a reference for the purposes of verifying the proponent’s satisfactory performance for that particular work, and suitability for the work contemplated in this RFP. Proponents who have never done similar work for the GN should provide references for the purposes of verifying the proponent’s satisfactory performance of work done for other customers.
 - c) Any written information received by the GN from a Proponent in response to a request for clarification from the GN shall be considered as an integral part of the Proponent’s Proposal. Notwithstanding the generality of the foregoing, a Proponent may not amend or otherwise repair its Proposal as a result of a request for clarification, or otherwise construe the request for clarification as an invitation to negotiate.
14. The GN reserves the right to issue an addendum after the closing date.
15. An evaluation committee will review each proposal. The evaluation committee reserves the exclusive right in its sole discretion, to determine the scores of all proposals relative to the evaluation criteria, weights and rating legend provided in this RFP. **For greater clarity, the evaluation committee reserves the right to make adjustments to a proposal following the closing date in accordance with the NNI Policy by taking into account any information that will assist it in doing so, including by taking into account information obtained from the Nunavut Business Registry maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. For greater certainty, if the GN determines that a proposal should not receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation and scoring of a proposal accordingly.**
16. Proponents may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
17. It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.
18. The GN is not bound to accept the Proposal that provides for the lowest price or the highest score nor any proposal of those submitted. The GN has the right to cancel this RFP at any time, in whole or in part, and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the GN as a consequence. The GN further reserves the right to accept proposals in whole or in part.
19. If a contract is awarded as a result of this RFP, it will be offered first to the proponent who is responsive and responsible and whose proposal provides the best potential value to the GN as determined by the highest score. “Responsive” means compliant in all material respects. “Responsible” means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations. See also paragraphs 8 above and 23 below.
20. If a contract is awarded as a result of this RFP, it will contain the relevant provisions of this RFP and the accepted proposal, the terms and conditions of the Agreement and any other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any clarifications or negotiations prior or subsequent thereto; and this ensuing agreement will be forwarded to the successful proponent for signature prior to the GN’s authorized representative signing it.
21. Proponents are cautioned to thoroughly review the Contract to ensure, before incurring the expense of proposal preparation and submission that the proponent is capable of meeting the terms and conditions set out in the Contract.

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

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Proponents should familiarize themselves with the insurance requirements set out in the Contract, and take the cost of those insurances into account in making their proposal.

22. The GN and the successful proponent shall not acquire any legal or equitable rights or privileges under any ensuing agreement until it is signed by both parties.
23. In the event the successful proponent elects to withdraw its proposal after acceptance and not enter into an ensuing agreement, then the GN may, at its sole discretion, disqualify the successful proponent from any further participation in the RFP process, revoke the offer of the ensuing agreement presented for signature, and accept the proposal of the next highest scoring proponent, or cancel the RFP. Furthermore, as a result of withdrawing its proposal, the withdrawing proponent may be required to submit bid security on future RFPs, or be deemed ‘not responsible’ for future projects, at the sole discretion of the GN.
24. If a contract is awarded as a result of this RFP, it will be governed by the laws of Nunavut; therefore, the successful proponent shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, shall at its sole expense comply with all unemployment insurance, Worker's Safety and Compensation, Labour Standards including requirements of the Labour Standards Board, income tax, Nunavut Payroll Tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.
 - a) If you are a new business in Nunavut, you will be required to register your business with the Workers Safety and Compensation Commission (WSCC) prior to undertaking any work or services in Nunavut. For greater clarity, the Nunavut does not have any reciprocity agreements with other provincial and territorial workers safety and compensation commissions. The GN may check with the WSCC prior to awarding a contract to ensure that the successful proponent is in compliance with the Workers Compensation Act. For more information, please call Employer Services at (867) 979-8500 or toll free at 1 877 404 4407 or visit the [Registering A Business](http://www.wssc.nt.ca/Pages/default.aspx) page on the website: <http://www.wssc.nt.ca/Pages/default.aspx>
 - b) If you are a new business in Nunavut, you will be required to comply with the Business Corporations Act and other applicable legislation governing the conducting of business in Nunavut. The GN will check with its Corporate Registries branch in the Department of Justice, prior to the awarding of a contract, to ensure that the successful proponent is in compliance with the legislation. It will be a condition of contract award, that the successful proponent register its business with the GN's Department of Justice's Legal Registries Division prior to undertaking an work or services in Nunavut. For more information, call (867) 975 – 6590; e-mail ; or visit the Corporate Registries website at: http://nunavutlegalregistries.ca/cr_index_en.shtml
 - c) All engineers, geoscientists and firms practising in the Northwest Territories and Nunavut are required to be licensed by NAPEG in adherence to the Acts of Northwest Territories and Nunavut. NAPEG does not have a category of registration for a limited licence or temporary licence or provisional licence. Accordingly, if you are not already a registered Permit Holder with the NAPEG, upon entering into a contract with the GN, you will be required to register, or show proof of registration and good standing with this Association. More information is available at the website: <http://www.napeg.nt.ca/registration>
 - d) Nunavut imposes payroll taxes on gross remuneration of all employees who work in Nunavut. For more information on Nunavut's unique Payroll Tax, e-mail the Department of Finance Taxation Division at payrolltax@gov.nu.ca, or visit the website: http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax_payroll
25. In the event of any inconsistency between this RFP and any ensuing contract, the contract shall govern.
26. Proponents should familiarize themselves with the insurance requirements in the attached form of contract, and take the cost of those insurances into account in making their proposal. Please note the requirement that the Consultant ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Nunavut Inuit enrolled under the *Nunavut Agreement* are automatically covered by the NIHB (Non-Insured

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SECTION B: TERMS OF REFERENCE

1.0 Background:

- 1.1 Petroleum Products Division (PPD) is a division of the Government of Nunavut’s Department of Community and Government Services. PPD maintains inventories of petroleum products in 25 communities throughout Nunavut where no commercial suppliers (e.g. Esso, Petro Canada or Shell, etc) exist. The mandate of PPD is:
- a) to purchase, transport, deliver, store, distribute and sell refined petroleum products to residents in all communities of Nunavut in a safe, economic, efficient and reliable manner; and
 - b) to ensure a continuous supply of refined petroleum products adequate to meet the current needs of consumers and the future development of Nunavut.
- 1.2 PPD has its Headquarters in Rankin Inlet, Nunavut, with three Regional offices located in Pond Inlet (Qikiqtaaluk), Cambridge Bay (Kitikmeot Region) and Rankin Inlet (Kivalliq). The personnel at these locations deliver the PPD program at the local community level.
- 1.3 Petroleum products are transported to the 25 Nunavut communities as part of an annual fuel resupply operation, which occurs each summer by ocean tanker. Products include #1 Ultra Low Sulphur Diesel Fuel (#1ULSD), Premium Unleaded Automotive Gasoline, and Jet A-1.
- 1.4 Petroleum products are discharged from the resupply vessel into on-shore bulk storage tanks via a network of pipelines connected to a shore manifold. PPD personnel attend each fuel discharge and oversee shore side transfer operations.
- 1.5 There are three (3) Regional areas in Nunavut:
- a) Kitikmeot Region – **Included in this RFP**
 - b) Qikiqtaaluk Region (formerly Baffin) – **Included in this RFP**
 - c) Kivalliq Region – **Included in this RFP**
- 1.6 The Government of Nunavut (GN) is requesting proposals for:
- Combined Supply and & Delivery of Bulk Refined Petroleum Products for the 25 communities in Territory of Nunavut under which the Successful Proponent will be responsible to supply and deliver the volumes meeting all specifications as specified herein to the PPD shore manifold in each of the communities.
- 1.7 The GN will only award one contract to one entity for the supply and delivery of the Bulk Refined Petroleum Products. The GN will not consider separate proposals.

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- 1.8 Nunavut communities have historically have been re-supplied during the summer months by tankers.

The 25 communities in Nunavut are:

Qikiqtani Region Communities	Kivalliq Region Communities	Kitikmeot Region Communities
Igloolik	Rankin Inlet	Cambridge Bay
Hall Beach	Chesterfield Inlet	Gjoa Haven
Pond Inlet	Arviat	Kugluktuk
Clyde River	Baker Lake	Taloyoak
Arctic Bay	Coral Harbour	Kugaaruk
Resolute Bay	Nauyasat (Repulse Bay)	
Grise Fiord	Whale Cove	
Kimmirut	Sanikiluaq	
Cape Dorset		
Pangnirtung		
Qikiqtarjuaq		
Iqaluit		

Iqaluit and Rankin Inlet require early and late (July and September) deliveries due to limited capacities.

Arviat will require the same multiple deliveries until 2022, after which the bulk fuel facility will have been expanded. All other communities are resupplied one time each summer

Program Manager and Contract Authority

Contracts resulting from this RFP will be managed by the Petroleum Products Division of CGS. A name, title and contact information will be provided upon contract award(s).

- 1.9 For the 2017 supply season, the fuel supply and transportation came from the Gulf Coast. It was loaded on tankers on the Canadian East Coast and transported to Nunavut.
- 1.10 The Successful Proponent will be ultimately responsible to supply and deliver the volumes meeting all specifications as specified herein to the PPD shore manifold in each of the communities.

2.0 Purpose:

- 2.1 Through this Request for Proposal process the Government of Nunavut intends to contract for the Fuel Supply and Transportation & Delivery of Bulk Refined Petroleum Products for

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the Territory of Nunavut Canada for the resupply year 2018 and beyond. The GN intends that the Term of any resultant contract will be for a five (5) year term, with the possibility of two one-year extensions in Term. Any extension of the term will be at the sole discretion of the GN.

2.2 The first one-year extension would be exercised prior to November 30, 2022. The second one-year extension, provided there was a first one-year extension made, would be exercised prior to November 30, 2023. In the event that the GN did not exercise the first one-year extension, the contract would terminate at the end of the initial five-year (5) Term (November 30, 2022).

2.3 ***PPD’s preference is that all Fuels required come from Canadian or North American refineries.***

2.4 The specifications for the refined petroleum products acceptable to PPD are contained in Appendix “A” herein, and listed in general terms in items 6.1 and 6.2. Generally, the products to be sourced include:

- Ultra Low Sulphur Diesel Fuel,
- Premium Unleaded Automotive Gasoline,
- Aviation Turbine Fuel “Jet A-1”.

PPD’s fuel specifications follow the Canadian General Standards Board (CGSB) recommendations for Zone H (Arctic Canada), in addition to options and/or variations specified herein.

2.5 Proponents submitting a proposal for the Supply and Marine Transportation & Delivery of Bulk Refined Petroleum Products, **must show separate unit costs for the Fuel Supply component; and the Transportation and Delivery Unit Pricing component for all three products delivered to the identified Community Delivery Point.** Unit Prices shall be in accordance with the requirements set out in Section 5 contained in RFP. The GN will be concerned with the total premium (mark-up) cost, which will require the combined fuel cost component and the transportation and delivery pricing.

2.6 The GN would prefer that all the risk of non-delivery of the Bulk Refined Petroleum Products be the responsibility of the Successful Proponent regardless of Force Majeure. Therefore Proponents are to address the following points:

- (a) Identify the risks Proponents will bear.
- (c) Identify any risks the Proponent would expect the GN to bear.
- (d) Identify any insurance or contingency planning needed to meet such risks.

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3.0 Scope of Work and General Requirements, Bulk Fuel:

- 3.1 The successful Proponent will be required to provide, but shall not necessarily be limited to:
- (a) provide bulk refined petroleum products suitable for their intended purposes throughout the Territory of Nunavut and in accordance with the specifications and variations as stipulated in Appendix “A” herein;
 - (b) provide testing and quality control practices to ensure on-specification product;
 - (c) provide the services of a mutually acceptable independent laboratory with ISO 9001 and ISO 17025 certification where all product samples taken during the vessel loading can be immediately analyzed;
 - (d) provide written reports of the analyses completed in a timely manner ;
 - (e) provide a reasonable degree of flexibility to the PPD in determining annual volume requirements;
 - (f) comply with all laws, licensing, regulations and guidelines of all applicable regulatory agency(s) in the purchasing of and/or refining of fuels for the transportation of bulk petroleum products;
 - (g) provide a detailed contingency plan outlining a strategy (s) that would be implemented in the event that the successful Proponent was unable to supply products as contemplated in any year of the contract;
 - (h) provide sufficient contract security specified herein to assure the performance of the contract during the full term of the Contract, including the option years as described in Section 21 of this Request For Proposals;
 - (i) provide the fuel supply in a manner that respects the safety of individuals and the protection of the natural environment.
- 3.2 The successful Proponent shall consult with the PPD each resupply year to jointly determine the Regional Lifting Schedule for Fuels for that forthcoming year’s resupply volumes.
- 3.3 The successful Proponent shall provide the Fuels and have available the regional volumes per the agreed to Regional Lifting Schedule, during each summer resupply period.

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

4.0 Estimated Regional Lifting Volumes:

- 4.1 The product historical sales and estimated volumes stated in Appendix "B" herein, are provided in good faith. PPD reserves the right to increase or decrease the volumes on an annual basis as requirements dictate. All quantities are stated in litres. The GN will be required to provide to the successful Contractor the following:
- (a) on or before December 15th in the year preceding each Supply Period, the GN will provide a non-binding volume indication by Product for Nunavut ;
 - (b) on or before February 1st preceding the upcoming year's Supply Period, the GN will provide volume indications by Product for Nunavut . Said volume indications will represent plus or minus ten (10%) percent of the total volumes for the relevant upcoming Supply Period;
 - (c) on or before March 1st preceding the upcoming year's Supply Period, the GN will provide volume indications by Product for Nunavut . Said volume indications will represent plus or minus five (5%) percent of the total volumes for the relevant upcoming Supply Period;
 - (d) on or before April 30th, preceding the upcoming year's Supply Period, the GN will provide the desired final volume indications by Product for Nunavut . For greater clarity, these volumes will be considered the "Final Order Volumes". The GN and the successful Contractor shall also agree on the final schedule for the Delivery of the Products by the GN's carrier to the communities.
- 4.2 Proponents must be able to secure the supply of the three (3) fuel products, suitable for their intended purpose and in accordance with the specifications, **inclusive of any stated GN variations**, over the term of the contract. Historical Sales Volumes as well as the estimated sales volumes provided in Appendix B are provided in good faith, but do not represent a guarantee or minimum amount, or a maximum amount.
- 4.3 Several factors that PPD does not have control over will affect the annual lifting volumes actually ordered in any year of the contract. An example of one of these factors is the weather. (Severe winter or mild winter) Proposals that provide the greatest possible degree of flexibility to PPD in the determination of annual volumes will be viewed favourably.
- 4.4 There must also be some flexibility in developing the regional lifting schedules and proposals that demonstrate an ability and willingness to respond to reasonable changes in delivery schedules, such flexibility will be viewed favourably.
- 4.5 Proponents are required to address how flexibility would be built into the annual process of estimating the regional lifting volumes. PPD will need to know the earliest and latest dates that the Proponent requires the final lifting volumes for each resupply year.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 4.6 The minimum and maximum tolerances in volumes that the Proponent would be able to accommodate, based on the estimated volumes provided in Appendix "B" must be included in the response.
- 4.7 Any penalties for being outside the minimum and maximum tolerances must be provided.
- 4.8 Proponents must address the participation of PPD in determining and influencing delivery schedules. PPD will need to know under which circumstances a change in the delivery schedule or the estimated volumes would result in incremental costs.

5.0 Bulk Petroleum Product Supply Pricing:

- 5.1 As part of the RFP process, proponents are required to:
- (a) Provide a price per litre in Canadian dollars for each of the three products to be supplied, and
 - (b) Expressly state the markup or discount per litre on the pricing medium
- 5.2 The GN has chosen to maintain two product-pricing mechanisms;
- (a) Load Port Pricing Option as described herein in Paragraph 5.3
 - (b) Early Price Setting Option as described herein in Paragraph 5.4.

PPD has selected the New York Mercantile Exchange (NYMEX) as the pricing medium for all products. This will eliminate regional fluctuations caused by environmental issues, regional supply and demand, regional taxes and fees, etc.

- 5.3 The Load Port Purchase Option referred to in Paragraph 5.2 (a) is the purchase price of petroleum products purchased at time of loading at the refiner’s port. The Pricing Medium and Formula is outlined herein in Paragraph 5.5
- 5.4 The GN may choose to procure in whole, or in part, the products it requires by means of the Early Price Setting option each year. Such transactions are referred to as, “Early Price Setting” and are typically conducted in the months through January to April for delivery the upcoming shipping season. Note that the Winter Grade Gasoline is required to be purchased in March (when it is available in the market) and delivered to Nunavut during the summer resupply season. The current methodology for the fuel supply chain has required that the fuel purchased in March (approximately 22 million liters) is stored in storage facilities (storage not supplied or available from PPD) and delivered in the resupply season.

Early Price Settings serve two main functions:

1. To secure fuel products at potentially advantageous prices, and

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

2. To secure fuel products at the required specifications during their regular production periods (e.g. purchasing winter grade gasoline during the normal winter production cycle)

The Pricing Mediums for Early Price Setting is outlined in 5.6.

- 5.5 The proponent price per litre for Load Port Pricing must be based on the following pricing mediums. The pricing mediums listed herein will be in use for the term of the agreement. For evaluation purposes, the figures and dates specified herein must be used to calculate the proponent mark-up or discount:

- A. Ultra-Low Sulphur Diesel: NYMEX New York Harbour ULSD Futures Settlements AVERAGE 3 TRADING DAYS SETTLEMENT AMOUNT FOR THE FOLLOWING MONTH converted to liters at 3.7854 per US Gallon. The US Dollar will be converted to Canadian Dollar using the Bank of Canada Exchange Rate last 3-day average to calculate the purchase price. See formula example below for loading on September 26.

STEP 1: Calculate NYMEX ULSD Load Port Pricing 3 Day Average

September 25	September 26	September 27	3 Day Average Per US Gallon
1.8563	1.8453	1.8463	1.8493

STEP 2: Calculate the Bank of Canada Noon Day Exchange Rate 3 Day Average

September 25	September 26	September 27	3 Day Exchange Rate Average
1.2341	1.2370	1.2412	1.2374

STEP 3: Convert US Dollar to Canadian Funds & Convert US Gallon to Cost per Liter Price

3 DAY AVERAGE PER GALLON IN US FUNDS	3 DAY AVERAGE EXCHANGE RATE	PRICE PER GALLON IN CANADIAN FUNDS	CONVERSION RATE TO LITERS	3 DAY AVERAGE PRICE PER LITER IN CANADIAN FUNDS
\$1.8493	1.2374	\$2.2883	3.7854	\$0.6045

Proponents are required to use the above pricing medium & formula, proponent will than add to the 3 day average price per liter in Canadian Funds their Mark-Up or Discount.

- B. Jet A-1: NYMEX New York Harbour ULSD Futures Settlements AVERAGE 3 TRADING DAYS SETTLEMENT AMOUNT FOR THE FOLLOWING MONTH

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

converted to liters at 3.7854 per US Gallon. The US Dollar will be converted to Canadian Dollar using the Bank of Canada Exchange Rate last 3-day average to calculate the purchase price. See formula example below for loading on September 26.

STEP 1: Calculate NYMEX ULSD Load Port Pricing 3 Day Average

September 25	September 26	September 27	3 Day Average Per US Gallon
1.8563	1.8453	1.8463	1.8493

STEP 2: Calculate the Bank of Canada Noon Day Exchange Rate 3 Day Average

September 25	September 26	September 27	3 Day Exchange Rate Average
1.2341	1.2370	1.2412	1.2374

STEP 3: Convert US Dollar to Canadian Funds & Convert US Gallon to Cost per Liter Price

3 DAY AVERAGE PER GALLON IN US FUNDS	3 DAY AVERAGE EXCHANGE RATE	PRICE PER GALLON IN CANADIAN FUNDS	CONVERSION RATE TO LITERS	3 DAY AVERAGE PRICE PER LITER IN CANADIAN FUNDS
\$1.8493	1.2374	\$2.2883	3.7854	\$0.6045

Proponents are required to use the above pricing medium & formula, proponent will then add to the 3 day average price per liter in Canadian Funds their Mark-Up or Discount.

- C. Gasoline: NYMEX New York Harbour Gasoline Futures Settlements AVERAGE 3 TRADING DAYS SETTLEMENT AMOUNT FOR THE FOLLOWING MONTH converted to liters at 3.7854 per US Gallon. The US Dollar will be converted to Canadian Dollar using the Bank of Canada Exchange Rate last 3-day average to calculate the purchase price. See formula example below for loading on September 26.

STEP 1: Calculate NYMEX Gasoline Load Port Pricing 3 Day Average

September 25	September 26	September 27	3 Day Average Per US Gallon
1.7220	1.6988	1.6540	1.6916

STEP 2: Calculate the Bank of Canada Noon Day Exchange Rate 3 Day Average

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

September 25	September 26	September 27	<i>3 Day Exchange Rate Average</i>
1.2341	1.2370	1.2412	<i>1.2374</i>

STEP 3: Convert US Dollar to Canadian Funds & Convert US Gallon to Cost per Liter Price

3 DAY AVERAGE PER GALLON IN US FUNDS	3 DAY AVERAGE EXCHANGE RATE	PRICE PER GALLON IN CANADIAN FUNDS	CONVERSION RATE TO LITERS	3 DAY AVERAGE PRICE PER LITER IN CANADIAN FUNDS
\$1.6916	1.2374	\$2.0931	3.7854	\$0.5529

Proponents are required to use the above pricing medium & formula, proponent will then add to the 3 day average price per liter in Canadian Funds their Mark-Up or Discount.

D. Proponents are reminded that the pricing medium used does not necessarily meet the product specification required by the GN. The Pricing Medium is used for its direct correlation to the product required by the GN. It is the proponents responsibility to ensure the product purchased meets the specifications outlined in Appendix "A" Product Specifications. No other fees or charges will be paid by PPD.

5.6 The price per litre for Early Price Setting must be based on the following pricing mediums. For evaluation purposes the figures and dates used herein must be used to calculate the mark-up or discount:

- a) Ultra-Low Sulphur Diesel: NYMEX, New York Harbour ULSD Futures LAST TRADING DAY Settlement converted to liters at 3.7854 per US Gallon. The Bank of Canada Exchange Rate on the day of Early Price Setting will be used to calculate the purchase price. See formula example below for Early Price Setting made on September 27 for loading in June 2018.

Settle Price for Purchase made September 27 for loading In June, 2018 (Settle Date = July, 2018)	September 27, Noon Day Bank of Canada Exchange Rate to US Dollar	Price Per Gallon in Canadian Funds	Conversion Rate to Liters	Price Per Liter in Canadian Funds
\$1.7449	1.2412	\$2.1658	3.7854	\$0.5721

The scenario below represents Early Price Setting on September 27;

- For example, Early Price Setting for one hundred forty million (140,000,000) liters of #1ULSD is ordered by PPD

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- Contractor Secures forty two million (42,000,000) liters for loading in June, the July “Settle” date is used to determine the price for forty two million (42,000,000) liters ordered.
- Contractor Secures another forty two million (42,000,000) liters for loading in July, the August “Settle” date is used to determine the price for forty two million (42,000,000) liters ordered.
- Contractor Secures the remaining fifty six million (56,000,000) liters for loading in August, the September “Settle” date is used to determine the price for fifty six million (56,000,000) liters ordered.
- The Bank of Canada Published Noonday Exchange Rate will be used on the day the Early Price Setting is secured regardless of loading date.
- The Contractors Mark-Up or Discount is than added or subtracted to the price

Proponents are reminded that the Final Trading Settlement Amount on NYMEX is published the next business day. Example: The figure of \$1.7449 in the table above was published on September 27, however it is the Trading Settlement Amount on September 26, 2017 Trading Day for delivery in June, 2018

- b) Jet A-1: NYMEX, New York Harbour ULSD Futures LAST TRADING DAY Settlement converted to liters at 3.7854 per US Gallon. The Bank of Canada Exchange Rate on the day of Early Price Setting will be used to calculate the purchase price. See formula example below for Early Price Setting made on September 27 for loading in June 2018.

Settle Price for Purchase made September 27 for loading In June, 2018 (Settle Date = July, 2018)	September 27, Noon Day Bank of Canada Exchange Rate to US Dollar	Price Per Gallon in Canadian Funds	Conversion Rate to Liters	Price Per Liter in Canadian Funds
\$1.7449	1.2412	\$2.1658	3.7854	\$0.5721

The scenario below represents Early Price Setting on September 27;

- For example, Early Price Setting for forty million(40,000,000) liters of Jet A-1 is ordered by PPD

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- Contractor Secures fifteen million (15,000,000) liters for loading in June, the July “Settle” date is used to determine the price for fifteen million (15,000,000) liters ordered.
 - Contractor Secures another fifteen million (15,000,000) liters for loading in July, the August “Settle” date is used to determine the price for forty fifteen (15,000,000) liters ordered.
 - Contractor Secures the remaining ten million (10,000,000) liters for loading in August, the September “Settle” date is used to determine the price for ten million (10,000,000) liters ordered.
 - The Bank of Canada Published Noonday Exchange Rate will be used on the day the Early Price Setting is secured regardless of loading date.
 - The Contractors Mark-Up or Discount is than added or subtracted to the price
- c) Gasoline: NYMEX, New York Harbour Gasoline Futures LAST TRADING DAY Settlement converted to liters at 3.7854 per US Gallon. The Bank of Canada Exchange Rate on the day of Early Price Setting will be used to calculate the purchase price. See formula example below for Early Price Setting made on September 27 for loading in June 2018.

Settle Price for Purchase made September 27 for loading In June, 2018 (Settle Date = July, 2018)	September 27, Noon Day Bank of Canada Exchange Rate to US Dollar	Price Per Gallon in Canadian Funds	Conversion Rate to Liters	Price Per Liter in Canadian Funds
\$1.7789	1.2412	\$2.2079	3.7854	\$0.5832

The scenario below represents Early Price Setting on September 27;

- For example, Early Price Setting for forty million(20,000,000) liters of Gasoline is ordered by PPD
- Contractor Secures 5 million (5,000,000) liters for loading in June, the July “Settle” date is used to determine the price for five million (5,000,000) liters ordered.
- Contractor Secures another eight million (8,000,000) liters for loading in July, the August “Settle” date is used to determine the price for eight (8,000,000) liters ordered.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- Contractor Secures the remaining 7 million (7,000,000) liters for loading in August, the September “Settle” date is used to determine the price for seven million (7,000,000) liters ordered.
- The Bank of Canada Published Noonday Exchange Rate will be used on the day the Early Price Setting is secured regardless of loading date.
- The Contractors Mark-Up or Discount is then added or subtracted to the price

Proponents are reminded that the Final Trading Settlement Amount on NYMEX is published the next business day. Example: The figure of \$1.7789 in the table above was published on September 27, however it is the Trading Settlement Amount on September 26, 2017 Trading Day for delivery in June, 2018

- 5.7 Proponents are free to source any of the three products at the lifting point of their choice but as stipulated herein must provide a price and markup or discount per litre based on the specified pricing medium.
- 5.8 The mark-ups or discounts per litre presented in the RFP must hold throughout the term of the contract and will be applied against the pricing medium values as at the date of product purchase to form the final price per litre at that date.
- 5.9 Product pricing for all three products must be priced for the entire requirements of the Territory of Nunavut (i.e. all communities).
- 5.10 Prices in United States dollars will be converted to Canadian dollars by using the Bank of Canada Noonday rate(s). Further, the United States gallon will be converted to litres using a factor of 3.7854 litres per United States gallon.
- 5.11 PPD will not pay any taxes, levies or fees imposed by and for other jurisdictions. i.e. Provincial Carbon Tax, Provincial Sales Tax, or the provincial portion of Harmonized Sales Taxes.
- 5.12 PPD, Department of Community and Government Services, Government of Nunavut (GN), will be purchasing the goods and services contemplated herein with public funds and are therefore not subject to Excise Tax and Nunavut Fuel Tax. However, the GN is subject to the Goods and Services Tax. The payment of any other taxes imposed by any jurisdiction will be the sole responsibility of the successful Proponent. All product supply and pricing shall be provided exclusive of all federal, provincial, territorial, and municipal sales and excise taxes. The GN shall be responsible to provide provincial sales tax exemption certificates as required. Proponent must comply with all international trade agreements.⁹

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 5.13 Between January and April, The GN would typically communicate to the contractor a desire to initiate an Early Price Setting by 10:00 a.m. CDT and expect to secure the desired volume of fuel at the pricing medium as per paragraph 5.6.
- 5.14 Proponents must be able to accommodate Early Price Setting; be able to secure fuel products at the price per litre as per the pricing mediums, using their proposed markup or discount per litre, on the day of purchase for delivery at a future date. For example, purchasing a quantity of gasoline meeting the required specifications in the month of February for delivery during the subsequent ice-free resupply season.
- 5.15 Proponents are encouraged to explain in detail their methodology for satisfying the Early Price Setting requirement. For example, experience with futures contracts, or the location and details of intermediary holding facilities, etc.
- 5.16 Proponents are required to include detailed information on shore tanks and bulk fuel storage facilities it may utilize throughout the term any issuing contract, as well as tanker configurations to accommodate Early Price Setting.
- 5.17 Products must meet specifications outlined in Appendix “A” at time of discharge to the shore tanks in the Nunavut Communities regardless of time of purchase.

6.0 Petroleum Products Specifications:

- 6.1 The specifications for the bulk refined petroleum products acceptable to the PPD are contained at Appendix "A". Generally, the products include Ultra Low Sulphur Diesel Fuel (ULSDS), Premium Unleaded Automotive Gasoline, Aviation Turbine Fuel “Jet A-1”.
- 6.2 The Canadian General Standards Board (CGSB) sets the specifications for fuel products in Canada. Changes to the specifications are governed by the CGBS, of which PPD is a voting member. Due to the multi-purpose nature of some of the fuels and the extreme climate in the Nunavut Territory, PPD desires variations to the specifications.
- 6.3 In the event that any specification is amended and published by the Canadian General Standards Board (CGSB) prior to January 1st in any year of this Agreement, it will apply to that year's Products. Amendments published and implemented later than January 1st in any year of this Agreement will become effective in the next Supply and Delivery Period following the release of the amendment. Further, if the CGSB amends any specification referred to in Appendix “A” and the requirements of the amended specification exceed the variations set forth in Appendix “A”, then the successful Proponent will provide the Product in question meeting the higher requirements of the amended specification. Conversely, if any such specification remains below the variations set forth in Appendix “A”, such variations will continue to govern.
- 6.4 Notwithstanding the above, in the event that the CGSB should adopt and publish an amendment that requires a specification change to any of the refined petroleum products

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

herein, the Proponent shall supply the GN with refined petroleum products that meet the most current version of CAN/CGSB specification.

- 6.5 Based on technical expertise, Proponents may suggest alternate products. From a financial perspective the alternatives must be supported by data showing the cost savings that may accrue to PPD. From a technical perspective the Proponent must be able to warrant that the products recommended will be suitable for their intended uses in Nunavut and provide assurances that there will be no degradation in the integrity or the quality of the product.
- 6.6 Proponents are further required to develop a quality assurance program for the testing of the Fuels to be conducted in co-operation with the GN’s Testing Requirements/Procedures contained in Appendix “C”. Also include the name and location of the testing laboratory with ISO 9001 and ISO 17025 proposed for use in the 2018 supply period and beyond.
- 6.7 The Successful Proponent will be required to submit Third Party Quality Assurance Test Reports at time of loading at the load point before departure to Nunavut Communities.
- 6.8 All products, regardless of time of purchase must meet the Specifications stipulated in Appendix “A” at time of delivery to the shore manifolds in the Nunavut Communities.

7.0 Scope of Work and General Requirements, Marine Transportation:

- 7.1 The successful Proponent will be required to provide, but shall not be limited to, the following:
 - (a) provide the refined petroleum products marine transportation and delivery services in a safe, efficient and economic manner, in a spirit of mutual co-operation;
 - (b) transport and deliver refined petroleum products in accordance with the specifications and variations as stipulated in Appendix “A” herein;
 - (c) provide the Delivery of the GN’s Petroleum Products, maintaining the aforementioned specifications and variations as stipulated, from the Custody Transfer/Lifting Point, to the PPD community manifolds;
 - (d) provide a reasonable degree of flexibility to PPD in the development of the annual lifting and community delivery schedule for the annual Fuel volume requirements resupply;
 - (e) ensure that the GN’s refined Petroleum Products are not be mixed with other refined petroleum products destined for any other clients where the specifications differ from those recorded in Appendix “A”; PPD must be notified when the proponent plans to transport products for other clients on the same sailing(s). Proponent must also ensure that GN’s products take precedence over any other client.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- (f) comply with all laws, licensing, regulations and guidelines of all applicable regulatory agency(s) in the transportation of bulk petroleum products to the proposed community Deliver Points;
- (g) provide the stipulated security for the performance of the contract;
- (h) provide the fuel loading, testing and transportation and delivery services in a manner which respects the safety of individuals and the protection of the natural environment.
- (i) provide the required marine discharge equipment.
- (j) provide lighting when necessary at the shore manifold and as requested by PPD staff.

7.2 Risk (including risk that results from environmental factors, adverse ice conditions and or non-delivery) of the petroleum products will remain vested with the Proponent from loading until the products are transferred to PPD's, or PPD's agent's, shore manifold at the community Delivery point.

7.3 The community Delivery point for the Territory of Nunavut shall be the PPD shore manifold in each of the communities.

8.0 Petroleum Products Transportation and Delivery Pricing:

8.1 Proponents are required to:

- (a) provide a unit price per litre (in Canadian Funds) delivered, by Region, exclusive of GST, for each of the three products to be transported and delivered to the identified Community Delivery Point within each region, for each year of the proposed fixed term of the contract and for the two one-year optional extensions;
- (b) provide the unit price per liter delivered, exclusive of GST shall be an all-inclusive transportation and delivery cost, and should include all cartage, pipeline loading, transportation and other related costs associated with preparing the cargo for delivery, loading the vessel compartments as well as all costs to transport and discharge the products to the shore manifold at each of the identified Community Delivery Points.

8.2 Pricing must be provided by region for each of the identified Communities, within the Region as set out in Appendix B – Part 2 herein, for each year of the intended five (5) year fixed contract (2018,2019,2020, 2021 and 2022) and for the two, one-year option extensions.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 8.3 PPD, Department of Community & Government Services, Government of Nunavut will be purchasing the services contemplated herein with public funds and therefore, are not subject to the Excise Tax. The GN is subject to the Goods and Services Tax; however, do not include GST in your pricing.

9.0 Transportation of Petroleum Products:

- 9.1 Traditionally, the delivery of refined petroleum products to Nunavut can only be accomplished during the months of June to October in any one-year and traditionally this has been accomplished with ocean going tankers.

- 9.2 Proponents must provide a proposal to safely and reliably transport the petroleum products from the Port of Loading to the shore manifold in each of the communities identified herein. Proponents are further required to provide a description of the vessels required for the transportation of the petroleum products. The vessels must meet the requirements set out in Appendix F and H. Vessels must have all tanker certifications referenced in Appendix G. The response should reference without limitation the following:

- (a) Canadian Ice Classification;
 - (b) Deadweight (metric tons);
 - (c) Overall length;
 - (d) Draft fully laden (in salt water);
 - (e) Number and capacity of suitable compartments;
 - (f) Accommodations for crew and other passengers.
 - (g) Special maneuvering equipment;
 - (h) Longitudinal bulkhead arrangement;
 - (i) Hull configuration
 - (j) ISM certification
- Ownership (owned or leased)

- 9.3 Proponents are required to include detailed information of the vessels they will be using for the re-supply period.
- 9.4 In addition to providing appropriate vessels, the vessels must be equipped with petroleum products discharge equipment in accordance with Appendix E. Proponents should provide specifications for the discharge equipment contemplated for use in the transportation and delivery period. Proponents are required to include this information for subsequent transportation and delivery periods.
- 9.5 With regard to the transportation of refined petroleum products, there are several statutes, regulations and guidelines in place, which are administered by regulatory bodies at the Federal and Territorial level. The *Transportation of Dangerous Goods Act (Canada)* and the *Transportation of Dangerous Goods Act (NU), Canada Shipping Act*, and the *Arctic Waters Pollution Prevention Act (Canada)* are examples of these types of legislation. In addition, Transport Canada, Fisheries and Oceans Canada (Canadian

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Coast Guard) and the Canada Revenue Agency have jurisdiction over the shipment of bulk petroleum products within Canada, including via marine mode.

9.6 Proponents must demonstrate that they are fully aware of and understand all of the legislation, regulations, guidelines and licensing requirements that govern the transportation of petroleum products in the manner contemplated in this Request for Proposals. The Proponents response should:

- (a) identify the statutes, regulations, guidelines or licensing requirements;
- (b) identify the regulatory bodies;
- (c) present a "Plan of Action" for full compliance with the statutes, regulations, guidelines and licensing requirements.

10.0 Quality Assurance

10.1 Proponents are further required to develop a quality assurance program for the testing of petroleum products to be conducted in co-operation with the GN's Quality Control Testing Procedures and Requirements contained in Appendix C, herein. The response should also include the identity of the proposed independent "Marine Surveyor" that is acceptable to the GN for use in the during the Transportation and Delivery periods of the contract.

11.0 Operational Plans

11.1 Proponents are required to provide a detailed operational plan outlining how the loading, marine transportation and delivery will be coordinated. Proponents that can demonstrate flexibility for and participation of PPD in operational matters will be viewed favorably. The plan must address, but not be limited to:

- (a) coordinating pre-resupply meetings in each year;
- (b) securing a reliable mode of transportation for the delivery of the products over the term of the contract;
- (c) testing and quality control practices to ensure on-specification product is delivered;
- (d) inventory management practices during loading, transportation to ensure the correct volumes are delivered;
- (e) discharge procedures at the delivery points;
- (f) roles and responsibilities of the Proponent's or the Proponent's agent's personnel at the delivery point;
- (g) oil spill containment equipment and supplies;

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

(h) oil pollution emergency response plan.

(j) Oil spill history, previous 5 years.

12.0 Transportation - Contingency Planning

12.1 Proponents are to provide a contingency plan outlining a strategy(s) that would be implemented in the event the successful Proponent was unable to transport and deliver the products as contemplated in any year of the contract, thereby activating the contract security. The plan should address, but not be limited to:

(a) an assessment of the risks associated with the transport and delivery of refined petroleum products in an Arctic environment;

(b) a strategy for securing alternate vessels and/or other methods of transportation for the delivery of the products;

(c) a commitment to airlift products to affected communities in the event of non-delivery due to adverse ice conditions;

(d) a strategy for containing and cleaning up any product lost to the natural environment;

(e) a strategy for complying with all statutes, regulations and guidelines of all regulatory bodies which may have force and effect in the performance of the fuel transportation and delivery (Government of Nunavut, Transport Canada, Canadian Coast Guard, Fisheries and Oceans Canada, Canada Revenue Agency and so on).

13.0 Inuit Training Component

13.1 It is the intent of PPD and the Government of Nunavut via its long term product and services contracts to ensure employment and training leading to certification in the industries servicing Nunavut.

Within this RFP it is intended that the training proposal would lead to employment and assist in obtaining a nationally recognized Seafarers Certification, Petroleum Products Technician, Petroleum Cargo Inspector, or other for those Nunavummiut interested in a petroleum or energy related career. This may be achieved by way of apprenticeship, direct employment and funding for Inuit Students enrolled or wishing to enroll in Post Secondary Education Programs pertaining to any profession in the Petroleum Products Industry.

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Proponents may outline other training and employment incentives including but not limited to the administration of Petroleum Product Supply Chain Management, Quality Assurance Professions, and or other professions pertaining to the Petroleum Products Industry.

14.0 Corporate Profile:

- 14.1 Proponents shall clearly demonstrate that they have the Financial, Legal, Technical and Managerial capacity to perform the contract. Proposals not clearly demonstrating this capacity shall receive no further consideration in the evaluation process.
- 14.2 Proponents must submit detailed information in the form of a Corporate Profile. This information will be used to assess if the Proponent has the financial, legal, technical and managerial capability to discharge the terms and conditions of the contract. If the Proponent is contemplating a joint venture or some other partnership then a Corporate Profile must be submitted for each partner. The relationship between the partners and the roles and responsibilities of each partner must be clearly documented. The proposal should include a formal partnership agreement or at the least, a letter of intent signed by all the partners.

15.0 Financial Standing:

- 15.1 In order to assess the Proponent's ability to carry out the financial commitments of the prospective contract the following should be submitted:
 - a. written proof from a major banking or financial institution that the Proponent is solvent and has the financial capacity to perform the obligations under the contract;
 - b. written confirmation from the Proponent's insurance underwriter that proper risk management practices are in effect and that the insurance policies that any prudent business would require for the work contemplated herein are available to the Proponent from the insurance underwriter providing the confirmation;
 - c. written confirmation from a major banking or financial institution that the contract security required herein is available to the Proponent from the bank or institution providing the confirmation.

16.0 Legal Status:

- 16.1 The Proponent's legal capacity to enter into a contract will be confirmed by providing:
 - a. registration documents, which state the Proponent, is duly incorporated and registered to carry on business and a written statement to the effect that the

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

Proponent is carrying on business in the industry, in the country in which it is established at a specific place of business and under a specific trading name;

- b. a written declaration that the Proponent is not bankrupt nor is in the process of securing protection under any legislation available to insolvent debtors;
- c. a list and description of any legal proceedings, directly related to the work contemplated herein, pending against the Proponent which may be before any court or tribunal;
- d. if required, a formal partnership agreement or at the least, a letter of intent signed by all partners agreeing to the formation of a legal entity should they be the successful Proponent.

17.0 Technical Capability:

- 17.1 In assessing the Proponent's technical capability to perform the supply of refined petroleum products, the Proponent must provide a description of projects of similar scope that they have undertaken within the last five years.
- 17.2 Of particular interest will be those projects for which the Proponent can demonstrate directly related experience in the supply of refined petroleum products for use in Arctic environments. For each project the Proponent is requested to provide:
 - a. a technical description of the work and how it was performed;
 - b. the location of the project and when it was undertaken;
 - c. the project time lines;
 - d. the approximate dollar value of the project;
 - e. a minimum of one client reference per project.

18.0 Managerial Capability.

- 18.1 In order to assess the managerial capability of the management and project teams, the following information should be provided:
 - a. the Proponent's organizational chart;
 - b. a work history of the senior management and project team members that would be responsible for performing the obligations under the contract;
 - c. vision and/or mission statements

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

18.2 Proponents are free to include information in addition to that noted in Articles 7.1 to 11.1 above, for the consideration of the PPD.

19.0 Contract Security

19.1 The successful Proponent(s) will be required to provide security to assure Contract Performance. **The security may either be in the form of a Demand Performance Bond or an Irrevocable Letter of Credit in an amount not less than NINETY MILLION DOLLARS (\$90,000,000.00) CANADIAN FUNDS.** No exceptions will be accepted. The security would be in effect for the full term of the contract, including the option years. The security would have to be in a form and from an institution acceptable to PPD.

20.0 Fuel - Contingency Planning

20.1 Proponents are to provide a **detailed fuel contingency plan** outlining a strategy(s) that would be implemented in the event the successful Proponent was unable to supply the products as contemplated in any year of the contract, thereby activating the contract security. The plan should address, but not be limited to:

- a. an assessment of the risks associated with the supply of refined petroleum products for use in an Arctic environment;
- b. a strategy for securing alternate sources of products which meet the PPD's requirements.

21.0 Insurance Requirements

21.1 The Successful Proponent will be required to provide the Insurance Policies identified in Appendix “D”.

21.2 Proponents are required to bear all risk associated with the transportation and delivery of the products to the delivery points, including that of non-delivery. Custody of the Fuels will remain with the Proponent until such time as delivery to GN/PPD’s receiving manifold has been completed. Proponents are required to provide an insurance proposal describing the types and limits of coverage they would consider prudent in carrying out the marine transportation and delivery function. Proponents may wish to consider insuring for the fair or (replacement) market value of the cargo. Cargo pollution coverage in an amount consistent with industry standards and practices, international shipping conventions and Canadian regulations would also be considered prudent.

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

22.0 Term of Proposed Contract:

The GN intends that the Term of any resultant contracts will be for a five (5) year term, with the possibility of two one-year extensions in Term. It is anticipated that the extensions, if exercised, would be at the sole discretion of the GN. This Agreement shall be for an initial term (the "Initial Term") **commencing late January 2018 and terminating on 30 November, 2022.**

23.0 Payment:

23.1 Payment to the successful Proponent shall be made on a per litre basis for Fuels lifted at the specified Loading Points. The Product Prices in each Supply Year shall be calculated as per Section 5. Prices shall be expressed in Canadian funds, on a cent per litre basis.

The GN will pay no other charges, fees, disbursements or costs of any kind to the Contractor pursuant to the contract.

24.0 Time Of Payment

24.1 PPD shall pay the contractor 100% plus GST of the transportation & delivery services within 30 days of receipt of invoice, following of delivery to the designated shore manifold, or 20 days if the contractor is a registered Nunavut business as defined in the NNI Regulations.

Under the Early Price Setting option, PPD will pay the contractor 60% of product and 100% of GST within 5 business days for product purchases. PPD will Pay the contractor the remaining 40% after product loading.

24.2 Under the Purchase at Loading option, PPD will pay the contractor 100% of product plus GST within 5 business days of receipt of invoice, following the vessel loading.

Except as specified herein, the GN will pay no other charges, fees, disbursements or costs of any kind to the Contractor pursuant to the contract.

End of Section B

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

SECTION C: PROPOSAL EVALUATION

1. Selection Methods:

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved.

2. Rating:

The evaluation team will use specific criteria to rate each proposal. Ratings will be confidential and no details will be released to the public or to any of the other Proponents.

Each proposal will be evaluated using the following criteria:

PROPOSAL RATING SCHEDULE

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Price Includes <ul style="list-style-type: none"> • Premium (mark-up) over Reference Marker • Transportation Cost 		35	
2	Methodology includes: <ul style="list-style-type: none"> • Operational Plans, Scheduling • Details of vessels, size of vessels and capacities • Early Price Setting Plan • Quality Assurance Plan • Contingency Plans • Spill Response Plan, spill history • Method to provide winter gas in summer, physical possession of winter gas for summer delivery • Knowledge of regulations, guidelines and licensing requirements, trade laws, shipping laws • Supply chain plan, from refinery to shore manifold, describe all steps of fuel movement, North American Preference (risk management) • Flexibility in required volumes and delivery schedule 		35	
3	Corporate Profile <ul style="list-style-type: none"> • Proponent's corporate profile, past similar work • Managerial capability, Management team, resumes, number years relevant experience • Technical Capability, technical staff, resumes, relevant experience • Financial Standing proof of capability to financially deliver the contract, financial statements • Experience • Insurance 		10	
4	Inuit Employment <ul style="list-style-type: none"> • Dollar value of Inuit Employment (payroll) including paid training 			

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

	time and paid mentoring time for career advancement. (Dollar Value of Inuit Employment divided by the total value of labour costs. See NNI Incentives forms and example, Appendix K).		20	
PROPONENT:	Total		100	

Comments: _____

Committee Member: _____ Date: _____

LEGEND:	RATING POINTS:
A – Evaluation Points Awarded	Poor 0 - 3 points
B – Weighting Factor	Fair 4 - 6 points
C – Sub-Total Weighted Score (A times B)	Good 7 - 8 points
	Excellent 9 - 10 points

Nunavummi Nangminiqagtunik Ikajuuti (NNI Regulations)

One of the priorities of the GN is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any GN contract. Therefore the NNI Regulations apply to this Request for Proposals.

To receive the benefits of this Policy, proponents must identify cost components for Inuit and Nunavut content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent’s Inuit Firm or Nunavut Business status.

Prior to rating, proposed pricing may be adjusted in accordance with the NNI Regulations for the amount of work to be done by Inuit, Nunavut and Local businesses and residents. Cost components must be clear; therefore, proponents are encouraged to complete and submit the NNI Incentives Application Form attached to this RFP, (Appendix “K”). Instructions are provided to guide proponents on what level of detail to include. Also refer to the Instructions to Proponents for more information. Failure to complete and submit this form with appropriate detail will result in a denial of NNI adjustments. ***For greater certainty, the evaluation committee reserves the right to make adjustments to a proposal following the closing date in accordance with the NNI Regulations by taking into account any information obtained from the Nunavut Business Registry maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. If the GN determines that a proposal should not receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation and scoring of a proposal accordingly.***

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

PROPOSAL POINT SCORING MATRIX

The following is provided for proposal evaluators to apply in assigning an appropriate score relative to the quality of the proposal submission:

1) If the Quality of the Response is:

- No information provided;
- Requirement was not mandatory, but proponent did not provide any information or address the issue;

Award the Following Points: 0 (Zero)

2) If the Quality of the Response is:

- Falls short of meeting basic expectations;
- has a low probability of success.

Award the following points: 1 – 3 (Poor)

3) If the Quality of the Response is:

- Acceptable at a minimum level; meets our basic requirements; has a reasonable probability of success;
- some objectives may be met.

Award the following points: 4 - 6 (Fair)

4) If the Quality of the Response is:

- A sound response; fully meets most of our requirements; very good probability of success;
- achieves all objectives in a reasonable fashion.

Award the following points: 7 - 8 (Good)

5) If the Quality of the Response is:

- Meets all of our requirements; exceeds expectations;
- excellent probability of success in achieving all objectives;
- very innovative.

Award the following points: 9 - 10 (Excellent)

Note that a zero (0) score is reserved only for instances where the proposal does not address an issue that was requested in the RFP or where desired information is not provided. A zero (0) would be used in the event of a proponent not having any Inuit content or for not meeting a minimum standard. It should not be confused with failure to address a mandatory requirement which would render the proposal non-compliant and warrant rejection without further consideration.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

3. PROPOSAL CONTENT GUIDELINES

To ensure that your proposal receives due and proper consideration, submissions should include as a minimum, the following information:

- (a) A detailed proposal responding to **Bulk Petroleum Product Supply Pricing** as indicated herein.
- (b) Specifications for the petroleum products including the identity of the refinery where the products are expected to be sourced, transported and lifted from as per the **Petroleum Products Specifications** as indicated herein.
- (c) A detailed proposal responding to the **Marine Transportation and Delivery Unit Pricing** per liter delivered for each of the Petroleum Products to the identified Community Delivery Points for the transportation and delivery of the products as indicated herein, reference Section 5.
- (d) A proposal providing details and descriptions of the vessels that the Proponent intends to use in the transportation and delivery of the GN's Fuels. Also written confirmation that the vessels meet the requirements set out in Appendices F, G and H; plus proof demonstrating that the Proponent is aware of and understands the legislation, regulations, guidelines and licensing requirements associated with performing this contract as indicated in **Transportation of Petroleum Products** herein, reference Section 6.
- (e) A detailed **Corporate Profile** as indicated herein, reference Section
- (f) Written proof of **Financial Standing** as indicated herein, reference Section 12.
- (g) Documents to confirm Proponent's **Legal Status** as indicated herein, reference Section 13.
- (h) Details of past projects undertaken of similar scope to confirm **Technical Capability** as indicated herein, reference Section 14.
- (i) Provide information on Proponents organization to confirm **Managerial Capability** as indicated herein, reference Section 15.
- (j) Provide a detailed **Inuit Training Proposal** as per Section 13.
- (k) Suggestions to alternate products or variations to the CGSB specification, based on Proponents technical expertise may be considered at the GN's discretion.
- (l) Provide Options for the purchase and lifting of the fuels

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- (m) Suggestions to the alternate products or variations to the CGSB specification, based on Proponents technical expertise may be considered at the GN's discretion
- (n) A detailed Quality Assurance Program
- (o) Details of past Projects undertaken of similar scope to confirm Technical Capability.
- (p) A Detailed Contingency Plan.
- (q) A proposal and written proof of the Proponent's ability to provide **Contract Security** as indicated herein
- (r) A written statement outlining the Proponents ability to obtain the types and limits of **Insurance** as indicated herein.
- (s) Schedule 1, Proposal Submission Form
- (t) Schedule 2, Declaration of Conformity
- (u) Schedule 3, Delivery Schedule based on Order of Magnitude
- (v) Schedule 4, Pricing Tables
- (w) Appendix K, NNI Incentives Application Form. This form is used to calculate the score for Inuit Employment and bid adjustments.

End of Section C

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

SCHEDULE 1

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL RFP # 2017-65

CLOSING – _____

COMPANY NAME : _____

ADDRESS : _____

: _____

: _____

Please indicate if the entity submitting this application is an Incorporated Company. If so, which province is the registration in? Is the company registered in any other province as extra-provincially? If so, which province(s)?

: _____

TERMS OF PAYMENT : _____

FOB : _____

AUTHORIZED SIGNATURE(S) : _____

NAME(S) IN CAPITAL LETTERS : _____

TITLE(S) : _____

PHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

DATE : _____

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

SCHEDULE 2

Declaration of Conformity

Material Conformity: The Proponent hereby acknowledges and agrees that the proposal must be fully compliant with all mandatory requirements in order for the proposal to be considered.

Substantial Conformity (Proponent Options & Substitutions): When an exception or alternative is proposed regarding a specified product or requirement, it will be evaluated to ensure that the performance capability meets the minimum requirements. The Proponent acknowledges and agrees that listing an exception or alternative does not necessarily constitute compliance with the specification, and that acceptance is subject to the GN’s satisfaction that the exception or alternative does not constitute a material non-compliance with a mandatory requirement. Proponents are strongly encouraged to seek pre-approval from the GN prior to the stated Closing Date and Time.

GN REQUIREMENTS/SPECIFICATIONS THAT WILL NOT BE MET BY SUBMISSION		
The Proponent hereby identifies the following exceptions or alternatives to the RFP required services and or Pro-Forma Contract		
Item Reference #	Exception/Alternative	Performance Capability

If more space is required, photocopy and attach additional pages. Proponent should indicate the RFP Reference page number.

This declaration forms an integral part of the Proposal and shall be signed by the Proponent and included with the proposal submission.

Signed by the Proponents Authorized Representative

 Name & Title

 Date

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

Schedule 4

Pricing Tables

NOTE: ALL PRICING MUST BE TO 4 DECIMAL PLACES.

Schedule 4

PRICING TABLE MUST BE FILLED IN AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

DO NOT LEAVE ANY FIELDS BLANK

SIGN AND DATE ON EACH PAGE

SIGN ACKNOWLEDGEMENT OF SPECIFICATION REQUIREMENTS

FAILURE TO FOLLOW INSTRUCTIONS WILL RESULT IN PROPOSAL BEING REJECTED

PRICING MUST BE COMPLETED TO 4 DECIMAL PLACES

LOAD PORT PRICING

#1 ULSD PRODUCT PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
AVERAGE SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							

NOTES:

BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.

PROPONENTS ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE

BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL

PROPONENT AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)

EARLY PRICE SETTING

#1 ULSD PRODUCT PRICING 2017-2024							
	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							
<p>NOTES: BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.</p>							
<p>PROPONENTS ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE</p> <p>BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL</p>							
<p>PROponent AUTHORIZED SIGNATURE</p>					<p>DATE SIGNED</p>		
<p>AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)</p>							

#1 ULSD SHIPPING TO COMMUNITY SHORE MANIFOLDS PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second - one year extension
REGION	2018	2019	2020	2021	2022	2023	2024
Qikiqtaaluk Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Qikiqtaaluk (+GST)							
Kivalliq Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kivalliq (+GST)							
Kitikmeot Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kitikmeot (+GST)							

NOTES:

a) Proponents are reminded that The GN will be concerned with the total landed cost of the fuel which will require the combined fuel cost component and the transportation and delivery pricing.

Proponents are required to state their incremental costs associated with the following hypothetical situations:

- 1) The Government of Canada implements a ban on the use of heavy fuel oil (HFO) in vessels operating in Arctic regions, and,
- 2) The Government of Canada imposes a Carbon Tax

The incremental costs must be stated separately for each situation and on a per-litre transportation costs basis for both situations.

Proponents are requested to include these costs as a separate line item from their proposed transportation costs. Should the hypothetical situations come to pass, PPD agrees to adjust the successful proponents transportation and product costs accordingly upon satisfactory review of the extent to which a HFO ban/limitation and/or a Carbon Tax is implemented.

Schedule 4

PRICING TABLE MUST BE FILLED IN AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

DO NOT LEAVE ANY FIELDS BLANK

SIGN AND DATE ON EACH PAGE

SIGN ACKNOWLEDGEMENT OF SPECIFICATION REQUIREMENTS

FAILURE TO FOLLOW INSTRUCTIONS WILL RESULT IN PROPOSAL BEING REJECTED

PRICING MUST BE COMPLETED TO 4 DECIMAL PLACES

LOAD PORT PRICING

JET A-1 PRODUCT PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
AVERAGE SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045	\$0.6045
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							

NOTES:

BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.

PROPONENTS ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE

BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL

PROponent AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)

EARLY PRICE SETTING

JET A-1 PRODUCT PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721	\$0.5721
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							

NOTES:

BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.

PROPONENTS ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE

BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL

PROPONENT AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)

JET A-1 SHIPPING TO COMMUNITY SHORE MANIFOLDS PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second - one year extension
REGION	2018	2019	2020	2021	2022	2023	2024
Qikiqtaaluk Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Qikiqtaaluk (+GST)							
Kivalliq Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kivalliq (+GST)							
Kitikmeot Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kitikmeot (+GST)							

NOTES:

Proponents are reminded that The GN will be concerned with the total landed cost of the fuel which will require the combined fuel cost Proponents are required to state their incremental costs associated with the following hypothetical situations:

- 1) The Government of Canada implements a ban on the use of heavy fuel oil (HFO) in vessels operating in Arctic regions, and,
- 2) The Government of Canada imposes a Carbon Tax

The incremental costs must be stated separately for each situation and on a per-litre transportation costs basis for both situations.

Proponents are requested to include these costs as a separate line item from their proposed transportation costs. Should the hypothetical situations come to pass, PPD agrees to adjust the successful proponents transportation and product costs accordingly upon satisfactory review of the extent to which a HFO ban/limitation and/or a Carbon Tax is implemented.

Schedule 4

PRICING TABLE MUST BE FILLED IN AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

DO NOT LEAVE ANY FIELDS BLANK

SIGN AND DATE ON EACH PAGE

SIGN ACKNOWLEDGEMENT OF SPECIFICATION REQUIREMENTS

FAILURE TO FOLLOW INSTRUCTIONS WILL RESULT IN PROPOSAL BEING REJECTED

PRICING MUST BE COMPLETED TO 4 DECIMAL PLACES

LOAD PORT PRICING

PREMIUM UNLEADED GASOLINE PRODUCT PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
AVERAGE SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.5529	\$0.5529	\$0.5529	\$0.5529	\$0.5529	\$0.5529	\$0.5529
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							

NOTES:

BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.

PROPONENTS ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE

BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL

PROPONENT AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)

EARLY PRICE SETTING

PREMIUM UNLEADED GASOLINE PRODUCT PRICING 2017-2024

	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second- one year extension
	2018	2019	2020	2021	2022	2023	2024
SETTLE PRICE PER NYMEX CONVERTED TO LITERS IN CANADIAN FUNDS	\$0.5832	\$0.5832	\$0.5832	\$0.5832	\$0.5832	\$0.5832	\$0.5832
MARK-UP PER LITER IN CANADIAN FUNDS							
TOTAL PRICE PLUS GST							

NOTES:

BASE PRICE USED IS FROM SEPTEMBER , 2017 AND IS INTENDED FOR BID PRICE EVALUATION PURPOSES ONLY. PPD WILL BE CONCERNED WITH MARK-UP PRICE ONLY TO EVALUATE AND COMPARE PROPOSALS. THE SUCCESSFUL PROPONENT, IF AWARDED WILL BE LOCKED INTO THE MARK-UP PRICE THROUGHOUT THE TERM OF THE CONTRACT.

PROponents ACKNOWLEDGEMENT OF PRODUCT SPECIFICATION VARIANCE

BY SIGNING BELOW, PROPONENT ACKNOWLEDGES THAT THE NYMEX PRICING MEDIUM FOR ULSD THAT WILL BE USED THROUGHOUT THE TERM OF ANY ISSUING CONTRACT IF AWARDED MAY NOT NECESSARILY MEET THE PRODUCT SPECIFICATION OUTLINED IN APPENDIX "A", FURTHERMORE, THE PROPONENT ACKNOWLEDGES THAT THE PRODUCT MUST MEET THE SPECIFICATION OUTLINED IN APPENDIX "A" FOR #1 ULTRA LOW SULPHUR DIESEL

PROponent AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE NAME AND TITLE (PLEASE PRINT)

PREMIUM UNLEADED GASOLINE SHIPPING TO COMMUNITY SHORE MANIFOLDS PRICING 2017-2024							
	Year 1	Year 2	Year 3	Year 4	Year 5	Possible first - one year extension	Possible second - one year extension
REGION	2018	2019	2020	2021	2022	2023	2024
Qikiqtaaluk Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Qikiqtaaluk (+GST)							
Kivalliq Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kivalliq (+GST)							
Kitikmeot Communities							
Ban on the use of HFO fee							
Carbon Tax							
Total Kitikmeot (+GST)							

NOTES:

Proponents are reminded that The GN will be concerned with the total landed cost of the fuel which will require the combined fuel cost component and the transportation and delivery pricing.

Proponents are required to state their incremental costs associated with the following hypothetical situations:

- 1) The Government of Canada implements a ban on the use of heavy fuel oil (HFO) in vessels operating in Arctic regions, and,
- 2) The Government of Canada imposes a Carbon Tax

The incremental costs must be stated separately for each situation and on a per-litre transportation costs basis for both situations.

Proponents are requested to include these costs as a separate line item from their proposed transportation costs. Should the hypothetical situations come to pass, PPD agrees to adjust the successful proponents transportation and product costs accordingly upon satisfactory review of the extent to which a HFO ban/limitation and/or a Carbon Tax is implemented.

Baffin Region - Early Price Setting
 Weight 60%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

Kivalliq Region - Early Price Setting
 Weight 60%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

Kitikmeot Region - Early Price Setting
 Weight 60%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

Baffin Region - Load Port Pricing
 Weight 40%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

Kivalliq Region - Load Port Pricing
 Weight 40%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

Kitikmeot Region - Load Port Pricing
 Weight 40%

Year	Product	Volume Forecast	Supply Markup per (L)	Transportation Cost per (L)	Total
2018	Diesel	-			
	Gasoline	-			
	Jet A-1	-			
2019	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-2	#REF!			
2020	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-3	#REF!			
2021	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-4	#REF!			
2022	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-5	#REF!			
2023	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-6	#REF!			
2024	Diesel	#REF!			
	Gasoline	#REF!			
	Jet A-7	#REF!			
Total:					

PROPOSERS ARE ADVISED THAT THE TABLE ABOVE WILL BE USED TO DETERMINE THE TOTAL LANDED COSTS FOR EACH REGION FOR ALL PRODUCTS FOR EVALUATION PURPOSES. THE GN WILL USE THE PRODUCT PRICING TABLES AND THE SHIPPING TO COMMUNITY SHORE MANIFOLD PRICING TABLES SUBMITTED BY THE PROPOSER IN SCHEDULE 4 OF THE PROPOSAL SUBMISSION FORM TO CALCULATE THE TOTAL LANDED COST OF PRODUCTS. THE VOLUMES STATED HEREIN ARE ESTIMATES ONLY.

PROPOSERS ARE NOT REQUIRED TO FILL IN THIS FORM

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDICES

Appendix “A” – Refined Petroleum Products Specifications

Appendix “B” – Historical Sales & Estimated Volumes

Appendix “C” - Testing Requirements/Procedures

Appendix “D” - Insurance Requirements

Appendix “E” – Marine Discharge Equipment

Appendix “F” - Guidelines for the Operation of Tankers in Canadian Arctic Water

Appendix “G” – Oil Tanker Certifications

Appendix “H” – Civil Liability for Vessels Proposing to Navigate in Shipping Safety Control Zones

Appendix “I” – Moorings & Community Port Conditions

Appendix “J” – Supplemental Information – Tank Capacities, Pipelines, Bollards

Appendix “K” – NNI Incentives Application Form & Example

Appendix “L” – Pro-Forma Contract

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “A”

GOVERNMENT OF NUNAVUT PETROLEUM PRODUCT SPECIFICATIONS

The GN requires bulk refined petroleum Products which comply with;

- (a) the requirements of the Canadian General Standards Board (CGSB) meeting the CAN/CGSB specification number and title set out herein and
- (b) the latest amendment or revision by the CGSB to the said specifications and
- (c) the laws of Canada which set out specifications or requirements in addition to the CGSB specifications and
- (d) the additional requirements of the GN as are herein specified:
all at the Delivery Points.

In the event that any specification is amended and published by the Canadian General Standards Board (CGSB) prior to January 1st in any year of this Agreement, it will apply to that year's Products. Amendments published and implemented later than January 1st in any year of this Agreement will become effective in the next Supply Period following the release of the amendment. Furthermore, if the CGSB amends any specification referred to in Schedule A and the requirements of the amended specification exceed the variations set forth in Schedule A, then the Contractor will provide the Product meeting the higher requirements of the amended specification. Conversely, if any such specification remains below the variations set forth in Schedule A; such variations will continue to govern.

Notwithstanding the above, in the event that the CGSB should adopt and publish an amendment that requires a specification change to any of the refined petroleum products herein, the Contractor shall supply the GN with refined petroleum products that meet the most current version of CAN/CGSB specification.

In addition, the GN reserves the right to revisit any specification herein prior to each annual Supply Period in consultation with the Contractor.

The GN requires a copy of each the Material Safety Data Sheet (MSDS) for each product supplied.

Product I

AUTOMOTIVE ULTRA LOW SULPHUR DIESEL FUEL, MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS BOARD:

**CAN/CGSB - 3.517-2007 including the latest Amendments and Revisions
 And the following options and/or variations specified for the Government of Nunavut:**

Options:	
Type:	Ultra Low Sulfur Diesel (ULSD)
Low Temperature	Cloud Point Minus 43 degrees Centigrade

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Operability:	
Electrical Conductivity:	100pS/m minimum @ 4* Centigrade, for delivery at Nunavut communities.
Density:	Report at Load Point
Lubricity:	A lubricity additive shall be incorporated into the base fuel to meet the requirements of Para 6.22 of the above noted specification. The name, amount and type must be specified on the test certificate. **Contractor must provide the full name, MSDS sheets, overall volume, and dose rate of any additives incorporated into the base fuel**
Cetane	The Cetane number must meet the engine ASTM D613 engine test measured by Cetane index
The Cetane determination will be carried out in the following manner:	
	(i) Refinery Production Batch will be tested by Cetane Number and Cetane Index
	(ii) The ship samples by Cetane Index

Product II

**PREMIUM UNLEADED AUTOMOTIVE GASOLINE, WINTER GRADE TYPE 3,
VOLATILITY CLASS D,
MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS
BOARD:**

CAN/CGSB - 3.5-2004 INCLUDING LATEST AMENDMENTS AND REVISIONS AND THE FOLLOWING OPTIONS AND/OR VARIATIONS SPECIFIED FOR THE GOVERNMENT OF NUNAVUT:

Options:	
Grade	Grade 3 (Premium-grade)
Volatility	Class D
Antiknock Performance	Minimum 92
Vapour Pressure (Zone VIII)	Minimum 95 kPa, for delivery at Nunavut communities.
Particulate Matter	See below
Deposit Control Additive	The name, amount and type must be specified on the test certificate
Oxygenates	No alcohols, Methyl Tertiary-Butyl Ether (MTBE), or other oxygenates allowed.

Characteristic	Method	Specs
Appearance	ASTM D1476, Procedure 2	Clear & Bright
Lead (Pb)	CAN/CGSB-3.0 No. 19.5	3 mg/L max
90% Evaporated	ASTM D86	185 max
E.P.		220 max
Existent Gum, Washed	ASTM D381	3 mg/100 ml max
Particulate Matter	ASTM D5452	2.2 mg/100 ml max

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

Oxidation Stability	ASTM D525	900 minutes minimum
Vapour Pressure		95 kPa min
ASTM Colour	ASTM D1500	1 max
Olefins	CAN/CGSB-3.0 No. 14.3	10 vol % max
Doctor Test	ASTM D4952	Negative

Product III

TURBINE FUEL, AVIATION, KEROSENE TYPE, JET A-1, MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS BOARD:

CAN/CGSB-3.23-2005 INCLUDING LATEST AMENDMENTS AND REVISIONS AND THE FOLLOWING OPTIONS AND/OR VARIATIONS SPECIFIED FOR THE GOVERNMENT OF NUNAVUT:

<i>Options:</i>	
Grade	Jet A-1
Corrosion Inhibitor	None
Electrical Conductivity	Minimum 250pS/m @ 4* Centigrade, for delivery at Nunavut communities
Fuel system icing inhibitor	None

THIS IS THE END OF APPENDIX A

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX B
HISTORICAL SALES & ESTIMATED VOLUMES

APPENDIX "B"

**GOVERNMENT OF NUNAVUT
HISTORICAL SALES VOLUMES**

Community	2015-16		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,279,830	596,170	749,719
Hall Beach	2,220,398	323,407	715,796
Pond Inlet	4,518,673	683,732	976,447
Clyde River	3,644,216	448,603	-
Arctic Bay	2,736,145	472,516	1,043,862
Iqaluit	39,676,644	6,235,888	28,442,995
Kimmirut	1,474,136	213,624	-
Cape Dorset	3,957,828	478,846	323,363
Pangnirtung	4,298,712	862,755	526,330
Qikiqtarjuaq	1,993,675	430,379	223,422
Kivalliq			
Rankin Inlet	17,051,370	2,111,546	7,065,086
Arviat	6,093,933	1,076,918	-
Chesterfield Inlet	1,692,053	331,589	-
Baker Lake	6,849,705	1,186,283	-
Coral Harbour	2,952,253	532,192	442,846
Repulse Bay	3,258,802	604,666	-
Whale Cove	1,408,415	258,514	-
Sanikiluaq	2,863,547	340,535	-
Kitikmeot			
Cambridge Bay	7,015,371	1,404,256	2,657,332
Kugluktuk	4,526,756	634,433	666,351
Gjoa Haven	4,457,692	565,022	971,176
Taluoyoak	3,367,385	399,314	649,857
Kugaaruk	2,353,894	447,817	553,076
Grise Fiord	993,183	135,977	120,027
Resolute Bay	4,025,360	235,073	1,605,448

Community	2014-15		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,841,335	676,655	931,231

Hall Beach	2,310,850	309,820	605,421
Pond Inlet	4,578,857	626,710	955,898
Clyde River	3,259,817	461,053	-
Arctic Bay	2,374,597	439,784	807,461
Iqaluit	25,125,568	5,989,889	30,549,770
Kimmirut	1,397,837	223,298	-
Cape Dorset	4,245,930	492,264	326,238
Pangnirtung	4,171,556	943,337	549,268
Qikiqtarjuaq	2,030,748	395,109	228,246
Kivalliq			
Rankin Inlet	9,944,420	2,013,525	6,246,919
Arviat	4,086,080	1,028,995	-
Chesterfield Inlet	1,593,769	320,021	-
Baker Lake	7,082,289	1,120,732	-
Coral Harbour	2,836,385	547,656	671,913
Repulse Bay	3,030,105	611,793	-
Whale Cove	1,276,746	252,483	-
Sanikiluaq	2,837,126	360,406	-
Kitikmeot			
Cambridge Bay	4,481,065	796,867	2,645,860
Kugluktuk	3,257,756	634,692	541,866
Gjoa Haven	4,462,947	525,729	829,632
Taluoyoak	3,411,727	376,706	574,326
Kugaaruk	2,382,203	471,203	408,649
Grise Fiord	892,478	110,478	103,819
Resolute Bay	4,162,552	259,535	1,624,988

Community	2013-14		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,915,160	685,944	787,409
Hall Beach	2,242,187	287,651	764,661
Pond Inlet	4,519,732	639,639	962,167
Clyde River	3,933,768	479,259	-
Arctic Bay	2,404,142	454,880	808,783
Iqaluit	35,207,453	6,280,726	21,377,788
Kimmirut	1,412,054	230,212	-
Cape Dorset	4,328,001	553,369	290,223
Pangnirtung	4,123,050	945,620	560,923
Qikiqtarjuaq	1,927,738	405,269	214,516

Kivalliq

Rankin Inlet	15,037,392	2,083,847	6,170,414
Arviat	5,890,385	1,040,265	-
Chesterfield Inlet	1,644,061	353,162	-
Baker Lake	6,972,549	1,130,749	-
Coral Harbour	2,542,372	559,679	622,143
Repulse Bay	2,600,803	600,484	-
Whale Cove	1,305,007	246,776	-
Sanikiluaq	2,664,462	355,480	-

Kitikmeot

Cambridge Bay	7,133,396	1,218,493	2,644,214
Kugluktuk	4,628,740	689,037	775,378
Gjoa Haven	4,117,289	574,516	900,686
Taluoyoak	2,824,708	385,810	561,921
Kugaaruk	2,214,659	477,567	632,125
Grise Fiord	668,926	87,769	94,599
Resolute Bay	4,006,669	264,255	1,799,437

Community	2012-13		
	P50	Gas	Jet

Qikiqtaaluk

Igloolik	4,604,406	650,791	933,661
Hall Beach	2,300,750	279,923	698,315
Pond Inlet	4,382,141	594,139	1,014,180
Clyde River	3,637,768	433,826	-
Arctic Bay	2,378,102	465,876	845,248
Iqaluit	37,117,178	5,971,380	28,211,009
Kimmirut	1,360,132	260,152	-
Cape Dorset	4,193,834	578,750	281,305
Pangnirtung	4,169,873	986,590	519,523
Qikiqtarjuaq	1,891,704	365,105	321,087

Kivalliq

Rankin Inlet	14,071,468	2,063,045	7,130,111
Arviat	5,549,614	992,230	-
Chesterfield Inlet	1,577,747	304,792	-
Baker Lake	2,867,179	1,190,629	-
Coral Harbour	2,503,161	549,774	514,239
Repulse Bay	2,610,464	539,877	-
Whale Cove	1,250,832	229,638	-
Sanikiluaq	2,628,814	361,934	-

Kitikmeot

Cambridge Bay	7,338,575	1,173,500	2,519,399
Kugluktuk	4,379,857	688,868	809,400
Gjoa Haven	3,680,899	540,964	802,929

Taluoyoak	2,481,464	382,529	582,688
Kugaaruk	2,130,735	445,979	585,043
Grise Fiord	753,488	114,005	99,964
Resolute Bay	3,775,303	291,881	1,439,967

Community	2011-12		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,574,592	628,039	979,893
Hall Beach	2,754,237	287,659	663,365
Pond Inlet	4,326,919	632,335	924,678
Clyde River	3,780,430	431,800	-
Arctic Bay	2,362,279	467,526	942,958
Iqaluit	33,292,863	6,303,096	24,655,675
Kimmirut	1,677,526	264,537	-
Cape Dorset	4,221,060	605,525	206,630
Pangnirtung	4,625,956	968,202	584,703
Qikiqtarjuaq	1,914,778	404,361	168,790
Kivalliq			
Rankin Inlet	14,453,551	1,927,264	7,870,372
Arviat	5,724,778	943,708	-
Chesterfield Inlet	1,460,465	284,113	-
Baker Lake	6,878,305	1,274,127	-
Coral Harbour	2,539,947	526,598	756,512
Repulse Bay	2,491,102	513,488	-
Whale Cove	1,248,249	208,348	-
Sanikiluaq	2,611,290	357,463	-
Kitikmeot			
Cambridge Bay	6,812,151	1,112,596	1,685,344
Kugluktuk	4,579,570	711,763	928,019
Gjoa Haven	3,729,738	532,864	966,177
Taluoyoak	2,381,446	394,382	614,751
Kugaaruk	2,082,640	423,956	593,379
Grise Fiord	902,850	97,139	131,238
Resolute Bay	3,770,238	257,254	1,584,215

Community	2010-11		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,105,662	603,274	873,705
Hall Beach	2,720,465	302,589	1,037,069
Pond Inlet	4,595,488	623,709	1,073,039

Clyde River	4,041,395	425,911	-
Arctic Bay	2,626,440	517,227	415,908
Iqaluit	33,030,572	5,952,072	22,581,053
Kimmirut	1,401,286	270,621	-
Cape Dorset	3,936,822	596,641	347,096
Pangnirtung	4,119,352	901,870	615,422
Qikiqtarjuaq	1,756,628	371,012	267,928

Kivalliq

Rankin Inlet	10,642,288	1,852,199	5,826,457
Arviat	5,151,857	877,958	-
Chesterfield Inlet	1,436,389	262,511	-
Baker Lake	6,421,366	1,249,884	-
Coral Harbour	2,407,947	492,063	948,711
Repulse Bay	2,248,288	467,082	-
Whale Cove	1,262,702	214,233	-
Sanikiluaq	1,524,179	339,072	-

Kitikmeot

Cambridge Bay	6,720,062	971,384	1,825,428
Kugluktuk	3,937,305	682,334	892,396
Gjoa Haven	3,553,873	537,768	932,823
Taluoyoak	2,490,827	382,581	572,327
Kugaaruk	2,156,157	389,316	596,260
Grise Fiord	820,633	92,168	98,176
Resolute Bay	3,890,633	280,493	2,981,290

Community	2009-10		
	P50	Gas	Jet

Qikiqtaaluk

Igloolik	4,040,354	581,693	856,713
Hall Beach	2,455,007	280,805	876,592
Pond Inlet	3,954,403	586,588	1,012,345
Clyde River	3,309,713	384,950	-
Arctic Bay	2,528,340	516,725	700,159
Iqaluit	31,379,301	4,514,513	22,650,115
Kimmirut	1,275,944	275,060	-
Cape Dorset	3,804,910	560,503	191,853
Pangnirtung	3,952,732	923,021	563,757
Qikiqtarjuaq	1,849,107	339,792	273,568

Kivalliq

Rankin Inlet	9,656,777	1,681,517	4,438,531
Arviat	4,995,842	873,249	-
Chesterfield Inlet	1,533,301	251,130	-
Baker Lake	5,852,038	1,032,255	-

Coral Harbour	2,357,371	500,467	783,165
Repulse Bay	2,125,250	429,448	-
Whale Cove	1,185,437	192,557	-
Sanikiluaq	2,189,429	321,158	-

Kitikmeot

Cambridge Bay	6,946,309	943,171	1,998,138
Kugluktuk	4,092,222	681,061	711,031
Gjoa Haven	3,491,927	522,285	931,396
Taluoyoak	2,343,370	365,888	597,585
Kugaaruk	1,617,071	383,260	476,682
Grise Fiord	706,784	86,552	95,114
Resolute Bay	3,291,714	246,375	1,937,171

Community	2008-09		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	4,198,782	588,935	1,399,006
Hall Beach	2,567,259	281,053	442,870
Pond Inlet	4,324,456	588,150	1,617,056
Clyde River	3,002,407	340,955	-
Arctic Bay	2,558,456	513,713	741,294
Iqaluit	30,866,610	4,986,532	23,472,675
Kimmitut	1,296,394	264,812	-
Cape Dorset	3,820,261	466,556	261,268
Pangnirtung	4,119,940	886,528	773,539
Qikiqtarjuaq	1,815,923	367,493	329,090
Kivalliq			
Rankin Inlet	9,355,988	1,626,653	5,180,014
Arviat	5,228,177	852,666	-
Chesterfield Inlet	1,514,137	251,560	-
Baker Lake	6,128,452	1,055,336	-
Coral Harbour	2,413,574	484,494	816,089
Repulse Bay	2,115,668	425,682	-
Whale Cove	1,244,021	192,055	-
Sanikiluaq	2,218,275	297,712	-
Kitikmeot			
Cambridge Bay	7,777,840	1,060,349	1,895,632
Kugluktuk	4,441,693	677,297	896,496
Gjoa Haven	3,379,205	500,058	1,071,431
Taluoyoak	2,401,699	355,459	649,922
Kugaaruk	1,970,504	350,769	609,193
Grise Fiord	846,736	97,346	126,974

Resolute Bay	2,987,754	261,250	1,902,659
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Community	2007-08		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	3,953,964	625,966	902,391
Hall Beach	2,394,807	331,048	870,153
Pond Inlet	4,816,227	601,667	1,727,478
Clyde River	2,745,432	349,481	-
Arctic Bay	2,664,555	487,415	531,472
Iqaluit	30,559,381	4,995,389	25,791,572
Kimmirut	1,419,348	273,246	-
Cape Dorset	3,927,778	464,614	220,468
Pangnirtung	4,179,896	928,452	675,602
Qikiqtarjuaq	1,727,644	344,514	339,553
Kivalliq			
Rankin Inlet	10,310,532	1,581,233	5,504,600
Arviat	4,960,832	770,567	-
Chesterfield Inlet	1,648,588	233,984	-
Baker Lake	6,089,428	989,187	-
Coral Harbour	2,413,995	484,648	532,988
Repulse Bay	1,907,437	424,327	-
Whale Cove	1,174,372	187,318	-
Sanikiluaq	2,032,761	277,393	339,553
Kitikmeot			
Cambridge Bay	7,016,468	989,149	1,759,132
Kugluktuk	4,207,667	687,751	892,123
Gjoa Haven	3,020,205	500,118	983,021
Taluoyoak	2,219,677	347,695	678,952
Kugaaruk	2,031,943	352,222	557,630
Grise Fiord	918,009	102,207	107,867
Resolute Bay	3,011,553	250,982	1,956,116

Community	2006-07		
	P50	Gas	Jet
Qikiqtaaluk			
Igloolik	3,867,973	699,494	922,991
Hall Beach	2,250,902	331,866	442,457
Pond Inlet	4,082,453	574,093	1,423,691
Clyde River	2,567,281	336,732	-
Arctic Bay	2,050,340	459,111	139,954

Iqaluit	30,757,555	6,427,355	30,798,692
Kimmirut	1,189,114	256,103	-
Cape Dorset	3,674,120	502,925	204,107
Pangnirtung	3,637,582	884,824	557,842
Qikiqtarjuaq	1,791,967	378,900	366,596
Kivalliq			
Rankin Inlet	9,699,748	1,583,368	4,386,486
Arviat	4,619,054	903,592	-
Chesterfield Inlet	1,387,238	223,146	-
Baker Lake	5,405,932	896,820	-
Coral Harbour	2,242,976	520,087	385,144
Repulse Bay	1,908,194	432,723	385,144
Whale Cove	1,195,409	206,842	-
Sanikiluaq	1,744,742	274,050	-
Kitikmeot			
Cambridge Bay	6,668,101	864,698	1,770,036
Kugluktuk	3,621,368	636,089	874,065
Gjoa Haven	2,993,626	499,998	775,698
Taluoyoak	2,161,716	369,637	658,543
Kugaaruk	1,989,456	425,723	222,384
Grise Fiord	930,581	108,685	90,470
Resolute Bay	2,541,034	238,199	2,169,925

APPENDIX B HISTORICAL SALES & ESTIMATED VOLUMES P50											
Community	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
Igloolik	6,325,051	6,175,482	6,029,450	5,886,871	5,747,664	5,611,748	5,479,047	5,349,483	4,279,830	4,841,335	4,915,160
Hall Beach	2,789,696	2,723,728	2,659,320	2,596,435	2,535,037	2,475,091	2,416,562	2,359,417	2,220,398	2,310,850	2,242,187
Pond Inlet	5,576,148	5,444,288	5,315,547	5,189,849	5,067,125	4,947,302	4,830,313	4,716,090	4,518,673	4,578,857	4,519,732
Clyde River	3,759,721	3,670,814	3,584,010	3,499,259	3,416,511	3,335,721	3,256,841	3,179,826	3,644,216	3,259,817	3,933,768
Arctic Bay	3,364,810	3,285,242	3,207,555	3,131,706	3,057,650	2,985,346	2,914,751	2,845,826	2,736,145	2,374,597	2,404,142
Iqaluit	43,632,668	42,600,883	41,593,496	40,609,931	39,649,625	38,712,027	37,796,600	36,902,821	39,676,644	25,125,568	35,207,453
Kimmitut	1,667,879	1,628,438	1,589,930	1,552,333	1,515,625	1,479,785	1,444,792	1,410,627	1,474,136	1,397,837	1,412,054
Cape Dorset	4,632,159	4,522,622	4,415,675	4,311,257	4,209,308	4,109,771	4,012,586	3,917,701	3,957,828	4,245,930	4,328,001
Pangnirtung	5,246,987	5,122,911	5,001,769	4,883,492	4,768,011	4,655,262	4,545,178	4,437,698	4,298,712	4,171,556	4,123,050
Qikiqtarjuaq	2,422,117	2,364,841	2,308,919	2,254,320	2,201,012	2,148,965	2,098,148	2,048,533	1,993,675	2,030,748	1,927,738
Rankin Inlet	26,128,489	25,510,626	24,907,374	24,318,387	23,743,328	23,181,868	22,633,684	22,098,464	17,051,370	9,944,420	15,037,392
Arviat	7,229,032	7,058,086	6,891,183	6,728,227	6,569,124	6,413,783	6,262,116	6,114,035	6,093,933	4,086,080	5,890,385
Chesterfield Inlet	1,817,051	1,774,083	1,732,131	1,691,171	1,651,180	1,612,134	1,574,012	1,536,791	1,692,053	1,593,769	1,644,061
Baker Lake	7,807,368	7,622,746	7,442,491	7,266,497	7,094,666	6,926,898	6,763,097	6,603,169	6,849,705	7,082,289	6,972,549
Coral Harbour	3,361,586	3,282,094	3,204,482	3,128,705	3,054,721	2,982,485	2,911,958	2,843,099	2,952,253	2,836,385	2,542,372
Repulse Bay	3,523,663	3,440,338	3,358,984	3,279,554	3,202,002	3,126,284	3,052,357	2,980,177	3,258,802	3,030,105	2,600,803
Whale Cove	1,755,877	1,714,356	1,673,816	1,634,235	1,595,590	1,557,859	1,521,020	1,485,053	1,408,415	1,276,746	1,305,007
Sanikiluaq	3,223,425	3,147,200	3,072,778	3,000,116	2,929,172	2,859,906	2,792,277	2,726,248	2,863,547	2,837,126	2,664,462
Churchill	-	-	-	-	-	-	-	-	-	-	-
Cambridge Bay	7,515,522	7,337,802	7,164,284	6,994,870	6,829,461	6,667,965	6,510,287	6,356,337	7,015,371	4,481,065	7,133,396
Kugluktuk	4,826,983	4,712,839	4,601,394	4,492,585	4,386,348	4,282,624	4,181,352	4,082,476	4,526,756	3,257,756	4,628,740
Bathurst Inlet	-	-	-	-	-	-	-	-	-	-	-
Gjoa Haven	4,887,053	4,771,489	4,658,657	4,548,493	4,440,935	4,335,920	4,233,388	4,133,281	4,457,692	4,462,947	4,117,289
Taluoyoak	3,511,933	3,428,886	3,347,803	3,268,637	3,191,344	3,115,878	3,042,196	2,970,257	3,367,385	3,411,727	2,824,708
Kugaaruk	2,709,597	2,645,523	2,582,964	2,521,885	2,462,250	2,404,025	2,347,176	2,291,673	2,353,894	2,382,203	2,214,659
Umingnatok	-	-	-	-	-	-	-	-	-	-	-
Grise Fiord	1,343,664	1,311,890	1,280,867	1,250,579	1,221,006	1,192,133	1,163,942	1,136,419	993,183	892,478	668,926
Resolute Bay	4,304,059	4,202,280	4,102,909	4,005,887	3,911,159	3,818,672	3,728,371	3,640,206	4,025,360	4,162,552	4,006,669
	163,362,536	159,499,488	155,727,790	152,045,282	148,449,855	144,939,448	141,512,053	138,165,706	137,709,974	110,074,743	129,264,702
	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED				

2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
4,604,406	4,574,592	4,105,662	4,040,354	4,198,782	3,953,964	3,867,973
2,300,750	2,754,237	2,720,465	2,455,007	2,567,259	2,394,807	2,250,902
4,382,141	4,326,919	4,595,488	3,954,403	4,324,456	4,816,227	4,082,453
3,637,768	3,780,430	4,041,395	3,309,713	3,002,407	2,745,432	2,567,281
2,378,102	2,362,279	2,626,440	2,528,340	2,558,456	2,664,555	2,050,340
37,117,178	33,292,863	33,030,572	31,379,301	30,866,610	30,559,381	30,757,555
1,360,132	1,677,526	1,401,286	1,275,944	1,296,394	1,419,348	1,189,114
4,193,834	4,221,060	3,936,822	3,804,910	3,820,261	3,927,778	3,674,120
4,169,873	4,625,956	4,119,352	3,952,732	4,119,940	4,179,896	3,637,582
1,891,704	1,914,778	1,756,628	1,849,107	1,815,923	1,727,644	1,791,967
14,071,468	14,453,551	10,642,288	9,656,777	9,355,988	10,310,532	9,699,748
5,549,614	5,724,778	5,151,857	4,995,842	5,228,177	4,960,832	4,619,054
1,577,747	1,460,465	1,436,389	1,533,301	1,514,137	1,648,588	1,387,238
2,867,179	6,878,305	6,421,366	5,852,038	6,128,452	6,089,428	5,405,932
2,503,161	2,539,947	2,407,947	2,357,371	2,413,574	2,413,995	2,242,976
2,610,464	2,491,102	2,248,288	2,125,250	2,115,668	1,907,437	1,908,194
1,250,832	1,248,249	1,262,702	1,185,437	1,244,021	1,174,372	1,195,409
2,628,814	2,611,290	1,524,179	2,189,429	2,218,275	2,032,761	1,744,742
		-	935,954	-	-	-
7,338,575	6,812,151	6,720,062	6,946,309	7,777,840	7,016,468	6,668,101
4,379,857	4,579,570	3,937,305	4,092,222	4,441,693	4,207,667	3,621,368
615	-	2,460	11,685	18,040	26,309	16,603
3,680,899	3,729,738	3,553,873	3,491,927	3,379,205	3,020,205	2,993,626
2,481,464	2,381,446	2,490,827	2,343,370	2,401,699	2,219,677	2,161,716
2,130,735	2,082,640	2,156,157	1,617,071	1,970,504	2,031,943	1,989,456
-	-	16,810	52,120	11,275	15,170	11,275
753,488	902,850	820,633	706,784	846,736	918,009	930,581
3,775,303	3,770,238	3,890,633	3,291,714	2,987,754	3,011,553	2,541,034
123,636,103	125,196,961	117,017,886	111,934,412	112,623,525	111,393,977	105,006,337

Appendix B Historical Sales & Estimated Volumes Gasoline												
Community	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
Igloolik	827,213	811,704	796,487	781,554	766,902	752,524	738,416	724,572	596,170	676,655	685,944	650,791
Hall Beach	408,576	400,916	393,400	386,025	378,787	371,686	364,718	357,880	323,407	309,820	287,651	279,923
Pond Inlet	784,509	769,801	755,369	741,208	727,312	713,676	700,296	687,167	683,732	626,710	639,639	594,139
Clyde River	551,346	541,009	530,867	520,914	511,148	501,565	492,162	482,935	448,603	461,053	479,259	433,826
Arctic Bay	565,946	555,336	544,924	534,708	524,684	514,847	505,195	495,724	472,516	439,784	454,880	465,876
Iqaluit	7,059,232	6,926,887	6,797,024	6,669,594	6,544,554	6,421,858	6,301,463	6,183,324	6,235,888	5,989,889	6,280,726	5,971,380
Kimmitut	251,770	247,050	242,418	237,874	233,414	229,038	224,744	220,531	213,624	223,298	230,212	260,152
Cape Dorset	538,553	528,457	518,549	508,828	499,288	489,928	480,743	471,730	478,846	492,264	553,369	578,750
Pangnirtung	1,197,354	1,174,907	1,152,880	1,131,266	1,110,057	1,089,246	1,068,825	1,048,787	862,755	943,337	945,620	986,590
Qikiqtarjuaq	479,144	470,161	461,346	452,697	444,210	435,882	427,710	419,692	430,379	395,109	405,269	365,105
Rankin Inlet	2,489,932	2,443,251	2,397,446	2,352,499	2,308,395	2,265,117	2,222,651	2,180,982	2,111,546	2,013,525	2,083,847	2,063,045
Arviat	1,324,608	1,299,774	1,275,406	1,251,495	1,228,032	1,205,010	1,182,418	1,160,251	1,076,918	1,028,995	1,040,265	992,230
Chesterfield Inlet	376,646	369,584	362,655	355,856	349,185	342,639	336,215	329,912	331,589	320,021	353,162	304,792
Baker Lake	1,392,902	1,366,788	1,341,164	1,316,020	1,291,348	1,267,138	1,243,382	1,220,071	1,186,283	1,120,732	1,130,749	1,190,629
Coral Harbour	705,275	692,052	679,078	666,347	653,854	641,596	629,567	617,764	532,192	547,656	559,679	549,774
Repulse Bay	685,059	672,215	659,613	647,247	635,112	623,205	611,521	600,057	604,666	611,793	600,484	539,877
Whale Cove	304,516	298,807	293,205	287,708	282,314	277,022	271,828	266,732	258,514	252,483	246,776	229,638
Sanikiluaq	406,512	398,891	391,412	384,074	376,874	369,808	362,875	356,072	340,535	360,406	355,480	361,934
Churchill	-	-	-	-	-	-	-	-	-	-	-	-
Cambridge Bay	594,523	583,377	572,440	561,708	551,178	540,844	530,705	520,755	1,404,256	796,867	1,218,493	1,173,500
Kugluktuk	736,646	722,835	709,284	695,986	682,938	670,135	657,571	645,243	634,433	634,692	689,037	688,868
Bathurst Inlet	-	-	-	-	-	-	-	-	276	144	1,558	5,564
Gjoa Haven	693,425	680,425	667,669	655,151	642,869	630,816	618,990	607,385	565,022	525,729	574,516	540,964
Taluoyoak	536,534	526,476	516,605	506,920	497,416	488,091	478,940	469,961	399,314	376,706	385,810	382,529
Kugaaruk	553,640	543,260	533,075	523,081	513,275	503,652	494,210	484,944	447,817	471,203	477,567	445,979
Umingnatok	-	-	-	-	-	-	-	-	483	1,219	3,360	5,330
Grise Fiord	142,151	139,486	136,871	134,305	131,787	129,316	126,892	124,513	135,977	110,478	87,769	114,005
Resolute Bay	242,964	238,409	233,939	229,553	225,250	221,027	216,883	212,817	235,073	259,535	264,255	291,881
	23,848,976	23,401,860	22,963,127	22,532,619	22,110,182	21,695,665	21,288,919	20,889,799	21,010,814	19,990,101	21,035,376	20,467,070
	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED				

2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
628,039	603,274	581,693	588,935	625,966	699,494
287,659	302,589	280,805	281,053	331,048	331,866
632,335	623,709	586,588	588,150	601,667	574,093
431,800	425,911	384,950	340,955	349,481	336,732
467,526	517,227	516,725	513,713	487,415	459,111
6,303,096	5,952,072	4,514,513	4,986,532	4,995,389	6,427,355
264,537	270,621	275,060	264,812	273,246	256,103
605,525	596,641	560,503	466,556	464,614	502,925
968,202	901,870	923,021	886,528	928,452	884,824
404,361	371,012	339,792	367,493	344,514	378,900
1,927,264	1,852,199	1,681,517	1,626,653	1,581,233	1,583,368
943,708	877,958	873,249	852,666	770,567	903,592
284,113	262,511	251,130	251,560	233,984	223,146
1,274,127	1,249,884	1,032,255	1,055,336	989,187	896,820
526,598	492,063	500,467	484,494	484,648	520,087
513,488	467,082	429,448	425,682	424,327	432,723
208,348	214,233	192,557	192,055	187,318	206,842
357,463	339,072	321,158	297,712	277,393	274,050
-	-	126,707	-	-	325,359
1,112,596	971,384	943,171	1,060,349	989,149	864,698
711,763	682,334	681,061	677,297	687,751	636,089
981	3,012	7,590	12,192	18,687	7,793
532,864	537,768	522,285	500,058	500,118	499,998
394,382	382,581	365,888	355,459	347,695	369,637
423,956	389,316	383,260	350,769	352,222	425,723
6,637	7,507	17,269	17,686	18,882	18,824
97,139	92,168	86,552	97,346	102,207	108,685
257,254	280,493	246,375	261,250	250,982	238,199
20,565,760	19,666,492	17,625,588	17,803,293	17,618,141	19,387,033

APPENDIX B HISTORICAL SALES & ESTIMATED VOLUMES JET												
Community	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13
Igloodik	920,306	907,758	895,381	883,173	871,131	859,254	847,538	835,982	749,719	931,231	787,409	933,661
Hall Beach	687,816	678,438	669,188	660,063	651,064	642,187	633,431	624,794	715,796	605,421	764,661	698,315
Pond Inlet	1,198,003	1,181,669	1,165,557	1,149,665	1,133,990	1,118,528	1,103,277	1,088,235	976,447	955,898	962,167	1,014,180
Clyde River	81,614	80,501	79,403	78,321	77,253	76,199	75,160	74,136	-	-	-	-
Arctic Bay	1,071,707	1,057,094	1,042,681	1,028,465	1,014,442	1,000,610	986,967	973,510	1,043,862	807,461	808,783	845,248
Iqaluit	23,342,024	23,023,764	22,709,843	22,400,202	22,094,783	21,793,528	21,496,381	21,203,285	28,442,995	30,549,770	21,377,788	28,211,009
Kimmirut	-	-	-	-	-	-	-	-	-	-	-	-
Cape Dorset	289,177	285,234	281,345	277,509	273,725	269,993	266,312	262,681	323,363	326,238	290,223	281,305
Pangnirtung	511,110	504,142	497,268	490,488	483,800	477,204	470,697	464,279	526,330	549,268	560,923	519,523
Qikiqtarjuaq	143,456	141,500	139,571	137,668	135,791	133,940	132,113	130,312	223,422	228,246	214,516	321,087
Rankin Inlet	8,348,436	8,234,608	8,122,332	8,011,587	7,902,351	7,794,606	7,688,329	7,583,501	7,065,086	6,246,919	6,170,414	7,130,111
Arviat	-	-	-	-	-	-	-	-	-	-	-	-
Chesterfield Inlet	-	-	-	-	-	-	-	-	-	-	-	-
Baker Lake	-	-	-	-	-	-	-	-	-	-	-	-
Coral Harbour	433,078	427,173	421,349	415,604	409,937	404,348	398,835	393,397	442,846	671,913	622,143	514,239
Repulse Bay	-	-	-	-	-	-	-	-	-	-	-	-
Whale Cove	-	-	-	-	-	-	-	-	-	-	-	-
Sanikiluaq	62,345	61,495	60,657	59,830	59,014	58,209	57,416	56,633	-	-	-	-
Churchill	-	-	-	-	-	-	-	-	-	-	-	-
Cambridge Bay	631,284	622,677	614,187	605,812	597,552	589,405	581,369	573,442	2,657,332	2,645,860	2,644,214	2,519,399
Kugluktuk	576,686	568,823	561,068	553,418	545,872	538,429	531,088	523,847	666,351	541,866	775,378	809,400
Bathurst Inlet	-	-	-	-	-	-	-	-	-	-	-	-
Gjoa Haven	1,219,911	1,203,278	1,186,871	1,170,689	1,154,727	1,138,982	1,123,453	1,108,135	971,176	829,632	900,686	802,929
Taluoyoak	653,147	644,242	635,458	626,793	618,247	609,818	601,503	593,302	649,857	574,326	561,921	582,688
Kugaaruk	716,591	706,821	697,184	687,678	678,301	669,053	659,931	650,933	553,076	408,649	632,125	585,043
Umingnatok	-	-	-	-	-	-	-	-	-	-	-	-
Grise Fiord	113,048	111,507	109,986	108,487	107,008	105,549	104,109	102,690	120,027	103,819	94,599	99,964
Resolute Bay	1,875,431	1,849,860	1,824,638	1,799,759	1,775,220	1,751,016	1,727,141	1,703,592	1,605,448	1,624,988	1,799,437	1,439,967
	42,875,171	42,290,582	41,713,965	41,145,210	40,584,209	40,030,857	39,485,050	38,946,685	47,733,132	48,601,504	39,967,385	47,308,067
	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED				

2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
979,893	873,705	856,713	1,399,006	902,391	922,991
663,365	1,037,069	876,592	442,870	870,153	442,457
924,678	1,073,039	1,012,345	1,617,056	1,727,478	1,423,691
-	-	-	-	-	-
942,958	415,908	700,159	741,294	531,472	139,954
24,655,675	22,581,053	22,650,115	23,472,675	25,791,572	30,798,692
-	-	-	-	-	-
206,630	347,096	191,853	261,268	220,468	204,107
584,703	615,422	563,757	773,539	675,602	557,842
168,790	267,928	273,568	329,090	339,553	366,596
7,870,372	5,826,457	4,438,531	5,180,014	5,504,600	4,386,486
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
756,512	948,711	783,165	816,089	532,988	385,144
-	-	-	-	-	385,144
-	-	-	-	-	-
-	-	-	-	339,553	-
-	-	-	-	912,808	-
1,685,344	1,825,428	1,998,138	1,895,632	1,759,132	1,770,036
928,019	892,396	711,031	896,496	892,123	874,065
-	-	-	-	-	-
966,177	932,823	931,396	1,071,431	983,021	775,698
614,751	572,327	597,585	649,922	678,952	658,543
593,379	596,260	476,682	609,193	557,630	222,384
-	-	7,724	-	-	-
131,238	98,176	95,114	126,974	107,867	90,470
1,584,215	2,981,290	1,937,171	1,902,659	1,956,116	2,169,925
44,256,697	41,885,087	39,101,637	42,185,207	45,283,478	46,574,226

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

APPENDIX "C"

QUALITY CONTROL TESTING PROCEDURES AND REQUIREMENTS

- A) General Testing Requirements
- B) Specific Testing Procedures
- C) Testing Matrix

A) General Testing Requirements:

1. The Proponent will be responsible for contracting the services of an independent "Marine Surveyor" experienced in Arctic petroleum shipping, and acceptable to the GN, to assist in all Quality Control Testing Procedures and Requirements associated with the marine transportation and delivery tasks on each vessel.

Specifically, the Proponent will be responsible for:

2. Ensuring that the ISO 9002 Loading Procedures for Refined Petroleum Products are fully complied with during the loading of the product from the Port of Loading to the PPD's marine carrier's vessel.
3. lifting, transporting and delivering the GN's bulk refined petroleum products within the specification limits provided by the GN. The Proponent will ensure that all products remain within these specifications at all times including up to delivery specifically up to the Buyer's shore receiving manifold at each Delivery Point, all testing, cartage, pipeline loading, transportation, product transfers between vessel(s) and delivery of product to the shore manifold at the Delivery points;
4. completing the testing and analysis as detailed herein on all products and for providing written reports to the GN in a timely manner. All written analyses as a result of the testing are to be forwarded immediately by fax to:

**Director, Petroleum Products Division
 Department of Community and Government Services
 Government of Nunavut
 PO Box 590
 RANKIN INLET NT X0C 0G0**

Ph: 867-645-8400 Fax: 867-645-3554;

5. making available a representative of the Proponent at all times or at the very least, "on-call" during the full loading of the vessel;
6. approving that all vessel compartments are clean and gas freed and ready for the acceptance of product;

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

7. witnessing the loading of vessel(s) at the Port of Loading;
8. taking all reasonable efforts as necessary to ensure that the refined petroleum products as contracted for by the GN shall not be mixed or shipped with other refined petroleum products destined for any other client.
9. gauging all tankage onboard the vessel(s) as well as the tankage at each of the Delivery points;
10. taking product samples as contained herein and witnessing the results of the tests;
11. assisting with the discharge processes;
12. in the absence of the GN representative ensuring all required testing procedures are completed and the results forwarded to the GN;
13. maintaining a constant, accurate log and detailed reports of all events and actions for each vessel during the transportation and delivery period. Logs and reports may be submitted annually to the GN at the completion of each transportation and delivery period.
14. providing, onboard each vessel, accommodations, including meals, of a quality it would normally provide to its crew members, for one (1) "Marine Surveyor" from the Port of Loading to the last Delivery point and for an additional (2) GN employees from the first Port of Call to the final Delivery point;
15. providing onboard each vessel(s), suitable working space for one (1) GN employee consisting of:
 16. a desk with a 110-volt electrical outlet to operate testing equipment (must supply international electrical adaptors if the outlet is not compatible with Canadian equipment);
 17. fresh water;
 18. no less than 1.5 cubic metres of space for storing product samples, tools, special clothing and testing apparatus to be used by the GN employee or representative.
19. monitoring and inspecting the discharge hose from the vessel manifold to the shore manifold to detect any leaks and to prevent hose entanglement. A log shall be kept of each inspection and shall indicate the date, time and weather conditions at the time of the inspection. The GN may request a copy of the log at the conclusion of the supply and delivery period or at any time during the transportation and delivery operation.

Specifically, the GN is responsible for:

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

1. The GN has a shared responsibility with the Proponent, although the ultimate responsibility remains with the Proponent to ensure that quality refined petroleum products are loaded and delivered to the shore-manifold in each of the communities.
2. ensuring that load volumes of each product are correct to the total ordered by GN for those communities the vessel is servicing;
3. ensuring that sufficient sample cans and shipping containers are onboard each vessel to complete all the testing and sampling requirements provided for herein. All sample cans and shipping containers must comply with current IATA Regulations for the Transportation of Dangerous Goods.
4. assisting the Proponent with the Quality Control Specific Testing Requirements/Procedure and performing independent abbreviated tests;
5. coordinating all discharge actions and procedures on shore at each Delivery point by ensuring that all piping, valves, tanks and shore manifolds are ready to accept product before the discharge commences;
6. ensuring vessel to shore communications are in place prior to commencing discharge which includes verifying that two way radios are operating, all parties on the same frequency and that radio operators are aware of the messages to communicated.
7. The GN reserves the right to inspect and/or sample any or all products at any time in order to determine if said products conform to the specifications contained herein.
8. The use of the Marine Surveyor in the shore-side discharge will be at sole option of the GN.
9. The GN reserves the right to attend at the Port of Loading to observe loading of the vessel.

B) Specific Testing Procedures:

1. At the Port of Loading and prior to the vessel arriving the successful Proponent will cause the Marine Surveyor to take two (2) four litre samples from each of the Proponent's shore tanks at the following intervals:
 - one (1) four-litre sample from the bottom of all tanks;
 - one (1) four-litre sample from the middle of all tanks.
2. The samples are to be forwarded to a mutually agreed to laboratory for CAN/CGSB and colour testing and analysis. This should be completed no more than two (2) days prior to the arrival of the vessel.
3. The GN's Marine Surveyor will assist in taking a one (1) four litre sample of all products in each of the GN's supplier's shore tanks and will perform abbreviated tests as appropriate for each product as follows:

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- ULSD: Flashpoint, density, electrical conductivity and a clear and bright.
 - Jet A-1: Flashpoint, density, electrical conductivity and a clear and bright.
 - UL Automotive Gasoline: Density and a clear and bright.
4. At the Port of Loading and prior to the loading of the vessel, the GN’s Marine Surveyor will take one (1) four-litre sample of each product from the Supplier’s pipeline between the shore tanks and the shore manifold. Each sample will be forwarded to a mutually agreed to laboratory for CAN/CGSB and colour testing and analysis. This should be completed immediately prior to the commencement of the vessel loading.
 5. The GN will assist in taking a one (1) four-litre sample of all products in the pipeline and will perform abbreviated tests as referenced in #3, above. These samples will be taken immediately prior to the commencement of the vessel loading.
 6. The PPD’s Carrier will provide written certification that the vessel’s compartments are clean and gas freed. The GN *and* or the independent Marine Surveyor may elect to inspect the compartments but acceptance by the GN that they are clean and gas freed must be attained prior to loading commencing. If the GN or the independent Marine Surveyor is not satisfied that the compartments are ready for the acceptance of fuel, then the Proponent shall delay the loading operation until the GN’s Carrier advises that it is satisfied to restart the loading operation.
 7. During loading the GN’s Carrier will be required to sample all vessel compartments at the following intervals:
 - one (1) four-litre sample taken at the one-foot level;
 - one (1) four-litre sample taken at the six-foot level;
 - one (1) four-litre sample when loading is completed.
 8. Loading will stop until the test results from the one-foot level sample are determined and certified. Loading will continue while the six-foot level samples are being analyzed. The vessel will be required to remain at the Port of Loading until all testing and analyses have been completed and the GN has provided the Proponent with written acceptance of the Quality and Quantity of the Products on board the GN’s Carrier.

Note:

- (a) Quantity shall be determined from the reading from the “static shore tank down gauge”.
- (b) Quality shall be determined from the results from the individual “ship tank composites”.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

C. Matrix

	Point of Testing: PORT OF LOADING	CGSB Test	Abbreviated Tests	Colour Test	P/GN
A	Prior to Vessel Arrival				
1	Supplier shore Tanks				
	(a) Bottom	*		*	P
	(b) Middle	*		*	P
	(c) All shore tanks		*		GN
B	Prior to Vessel Loading				
2	Pipeline				
	(a) In-line sample	*		*	P
3	Vessel Compartments		*		GN
C	Vessel Loading				
4	All Vessel Compartments				
	(a) One foot compartments	*		*	P/GN
	(b) Six foot level	*		*	P/GN
	(c) Full	*		*	P/GN

P = Proponent

GN = Government of Nunavut

Notes: (i) The GN and or the Marine Surveyor will be responsible for inspecting and approving the condition of each of the vessel's compartments.

Notes: (ii) One (1) four-litre sample of LSDL and UL Automotive Gasoline and two (2) four - litre samples of Jet A1 will be taken from each compartment and presented to the GN and or the Marine Surveyor and will be stored onboard the vessel until they are taken ashore at the Port of Discharge.

This is the end of Appendix “C”

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “D” GOVERNMENT OF NUNAVUT INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification

1. The Seller shall indemnify and hold harmless the GN, its officers, employees, servants and agents from and against all claims, actions, causes of actions, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the activities of the Seller under this Agreement.

Insurance

2. The Seller shall without limiting its obligations or liabilities hereto, obtain, maintain and be required to pay and ensure coverage for the following insurance policies with limits not less than those shown:

2.1. Workers’ Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Seller is assessed any additional levy, extra assessment or super assessment by a Workers’ Compensation Board as a result of an accident causing injury or death to an employee of the Seller or of a sub-Seller, due to unsafe working conditions, then such levy or assessment shall be paid by the Seller at its sole cost and will not be reimbursed by the Government of Nunavut. Seller shall be registered with the Workers Compensation Board commencing on the first day of this Agreement and remain in good standing throughout the period of this Agreement.

2.2. Commercial General Liability insurance with limits of not less than one hundred and fifty million dollars (\$150,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:

- Products and Completed Operations
- Owners & Sellers Protective
- Contractual Liability;
- Broad Form Property Damage;
- Personal Injury
- Cross Liability and Severability of Interest;
- Medical Payments
- Non-Owned Automobile Liability including contractual liability
- Underground Property Damage; (in respect to any work involving ground disturbance.)
- Contingent Employers Liability
- Employees as Additional Insureds.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 2.3. All motor vehicles, watercraft or snowcraft used by the Seller in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than twenty million dollars (\$20,000,000) per occurrence for bodily injury, death and damage to property;
- 2.4. Environmental Impairment Liability Insurance with limits of not less than fifty million dollars (\$50,000,000) to cover claims that the Seller has to pay as a result of any claims caused by Pollution (including clean-up costs). This policy must cover damages sustained by the GN itself and any third parties. This policy must also cover claims arising out of the rendering or failure to render any professional service under this agreement (in relation with pollution claims).
3. The Seller will ensure that all employees, officers and subcontractors who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Nunavut Inuit enrolled under the Nunavut Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.
 4. The insurance policies shall name the GN, its directors, officers, employees, agents and Sellers as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.
 5. All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
 6. The Seller must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
 7. The Seller shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Seller's liability is not capped to the amount of and scope of coverage required under the agreement.
 8. The Seller shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.

This is the end of Appendix “D”.

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “E”

MARINE RESUPPLY DISCHARGE EQUIPMENT

1. Proponents will be responsible for supplying and operating all discharge and ancillary equipment required to transfer the bulk petroleum products from the marine vessel to the shore manifold. The equipment must include, but not be limited to:
2. A pig launcher, a sufficient quantity of pigs and a pig catcher. The pig launcher should be a straight tube-type configuration to reduce the chances of the pig being trapped in the launcher or the hose. The pigs are used to clear the discharge line after each product has been transferred. The pigs must be designed so as to prevent air passage into PPD's pipelines or tankage. It is unlawful to allow compressed air to enter the pipelines and/or tankage. The pig catcher to be used at the shore manifold should have two-way visi-glass, viewing capability. It should also have an air pressure relief valve to prevent air from entering the discharge hose.
3. Gauging equipment to be used by both parties for gauging the product onboard the vessel and in community tankage. The equipment must record in metric measurement. Thermometers are also required and must record in degrees Celsius. A supply of pastes for detecting water and fuel levels should also be onboard.
4. Floater-type sea hose to allow the discharge of the product from the vessel to the shore manifold. The sea hose must be certified and stamped in each year of the contract and equipped with steel hammerlock fittings. The preferred methodology for hose storage is via hose reels. See Appendices I and J for Moorings and community port conditions and tank farm capacities, pipe dimensions and pumping rates.
5. Shore manifold couplings may vary from male to female connection depending on the community. It is recommended that for each size of hose, the vessel have onboard a male-to-male, a female-to-female and a female-to-male adaptor to allow for all configurations for both Hammerlock and Kamlock type fittings. Spare hammerlock and cam-lock gaskets should also be available.
6. All manifolds have cam-lock fittings that vary from 4 inch to 6 inch. Carriers are expected to have the necessary equipment to adapt from hammer lock to cam-lock.
7. The distance from shore to manifold is 30 meters.
8. The following communities have Bollards: Pond Inlet, Clyde River, Pangnirtung, Kimmirut, Sanikiluaq, Arviat, Rankin Inlet, Baker Lake, Coral Harbour, Naujaat (Repulse Bay) and Hall Beach.

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

All communities, with the exception of Iqaluit and Coral Harbour have individual pipelines for each fuel type. Iqaluit has one line that serves all fuel types. Coral Harbour has two lines; one for gasoline and one for both Jet A-1 and ULSD.

9. Portable radio receivers, one at the pump operator's location and the second in the work boat. PPD shore-personnel will require radios for monitoring the ship side of the discharge and communication from shoreside to vessel. These are to be provided by the proponent.
10. Oil spill containment equipment and supplies must be onboard the vessel to react to any spill incidents during the discharge process.
11. A work boat to allow the sea hose to be monitored during the discharge operation.
12. Battery Operated Lighting at Shore Manifold when required and/or as requested by PPD Officer
13. Accommodations onboard the tankers for two (2) Petroleum Product Officers and a surveyor from the first port of call to the last port of call.

Note:

The discharge of all fuel products must be completed in accordance with the "Arctic Waters Oil Transfer Guidelines" (TP10783E) as published by the Ship Safety Northern Division, Transport Canada and subsequent updates.

This is the end of Appendix E

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

APPENDIX 'F'

GUIDELINES FOR THE OPERATION OF TANKERS IN CANADIAN ARCTIC WATERS (INTERIM)

For the purposes of this appendix the following definitions will apply:

"Canadian Arctic Waters" means all waters defined in Section 4.0 of this Appendix;;

"Category CL" means a single-skinned tanker having only a centreline longitudinal bulkhead in way of the cargo tanks;

"Category DS" means a double-skinned tanker having a double side and double bottom arrangement in way of the cargo tank area. The double-skin compartments are assumed to be maintained void under normal voyage conditions;

"Category WT" means a single-skinned tanker having two (2) longitudinal bulkheads in way of the cargo tanks making port and starboard wing tanks plus a centre tank to form the transverse section through the cargo area;

"Existing Tank Vessel" means any tank vessel not included in the definition of "New Trade Tank Vessel", below;

"New Trade Tank Vessel" means a tank vessel entering Canadian Arctic trade for the first time after July 1, 1993;

"Oil" means oil of any kind or in any form, and, without limiting the generality of the foregoing, includes petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes;

"Tanker" means a self-propelled tank vessel;

"Tank Vessel" means any ship in which the greater part of the cargo space is constructed or adapted for the carriage of liquid cargoes in bulk that is not, for the time being, carrying a cargo other than oil in that part of its cargo space;

"Type A, B, C and D" means these structural classifications have the same meaning as defined in the "Arctic Shipping Pollution Prevention Regulations";

"ASPPR" means Arctic Shipping Pollution Prevention Regulations;

"CCG" means Canadian Coast Guard;

"CMAC" means Canadian Coast Guard Marine Advisory Council;

"IMO" means International Maritime Organization;

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

"MARPOL" means International Convention for the Prevention of Pollution from Ships, 1973, and the 1978 Protocol relating thereto (IMO - 1973/78).

1.0 Introduction:

These Guidelines provide an increased standard of protection against oil spills in all tank vessels operating in Canadian Arctic waters in anticipation of the requirements of the IMO MARPOL Convention, Annex 1, Regulations 13(F) and 13(G) and the United States Oil Pollution Act of 1990. The Guidelines set an additional level of protection for the environment against oil spills as an interim measure until comparable double-hulling requirements come into force in the Arctic.

2.0 Background:

The impending introduction of new, more onerous requirements for oil tankers trading worldwide resulted in the setting up of the CMAC-Industry/CCG/Tanker Design Working Group to develop a Canadian response. At its meeting in September, 1992 this Group agreed to establish the CMAC-Arctic Tanker Operations Working Group to investigate alternatives to accelerated double-hulling of existing tankers operating in Canadian Arctic waters. These interim Guidelines for the operation of tankers in Arctic waters were generated by this Group.

3.0 Compliance With Regulations:

Nothing in these Guidelines supersedes regulatory requirements. These Guidelines are to be considered as additional to requirements made elsewhere. The basis for these Guidelines is compliance with MARPOL 1973/78 Annexes I and II, except for levels of discharge. There is a zero discharge regime in effect in the Arctic Shipping Safety Control Zones.

4.0 Application:

These Guidelines apply to all tank vessels larger than 150 gross register tons while operating in the following coastal waters:

- a) any Shipping Safety Control Zone;
- b) all the waters of Hudson Bay, Ungava Bay and James Bay.

Sections 4 - 10 inclusive and 14 of these Guidelines will take effect on July 1, 1993. Sections 11, 12 and 13 will take effect June 1, 1995.

5.0 Tanker Construction:

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 5.1 Tankers operating in Canadian Arctic waters are to be classified according to tank arrangement as well as structural strength. Classification by tank arrangement will be according to the definitions contained herein. Structural strength is to be determined according to the requirements of the Arctic Shipping Pollution Prevention Regulations (ASPPR) for ships of Types A, B, C, or D.
- 5.2 New Trade Tankers of category CL (single-skinned, centreline bulkhead) are not permitted to trade in Canadian Arctic waters. Existing Trade Tankers of category CL navigating in Canadian Arctic waters must be of at least Type B construction. New Trade and Existing Trade Tankers of category WT (single-skinned, wing tank) must be of at least Type C construction. New Trade and Existing Trade Tankers of category DS (double-skinned) must be of at least Type D construction.
- 5.3 All tankers operating in Canadian Arctic waters must be fitted with a 150 mm high coaming surrounding the main deck at the gunwale, in way of the cargo tanks. Where the presence of a coaming is demonstrated to adversely effect the stability or the structural integrity of the tanker, the coaming may be less than 150 mm high in keeping with the size of the tanker. All other structural and equipment requirements of the Oil Pollution Prevention Regulations and the ASPPR are to be complied with according to the Class or Type of vessel.
- 5.4 New Trade Tankers of single-skinned construction but of a higher structural Type or Class than specified above, of special arrangement or of nearly new construction could be considered by the CCG for entry only on a case by case basis, taking into account their patterns of trade. New Trade Tankers of all categories are to be constructed of notch-tough steels of Type D or equivalent in hull areas deemed necessary by classification societies to prevent shell rupture because of brittle fracture.

6.0 Tanker Operations:

- 6.1 No tanker shall carry fuel or oil cargo in any compartment in direct contact with the side shell plating, which extends forward of the shoulder, that is the area where shell plating can be most damaged by ice impact caused by the forward motion of the ship. Such compartments are to be at least 760 mm wide at the summer load waterline. Normally, this requirement will include tanks as far aft as No. 1 port and starboard cargo wing tanks. (Please refer to diagrams). The tanks referenced above may contain clean ballast water. Any oil in the side compartments directly aft of the shoulder in category CL or WT tankers is to be loaded such that the resultant level of the contents is at least one (1) meter below the vertical location of the summer load waterline.
- 6.2 Sufficient reserve capacity is to be retained on board all tank vessels to accommodate cargo from another compartment should that compartment suffer damage. As well:
- a) reserve capacity may include the void compartments specified above;
 - b) reserve volume is to be equal to at least 5% of the cargo capacity of the tank vessel, and preferably as large as the largest cargo compartment in the ship; and

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

- c) compartments containing ballast water do not qualify for the calculation of reserve capacity except for the ullage space in such compartments.
- 6.3 Arrangements should be in place in all tank vessels to effect emergency transfer of cargo from a damaged compartment into the reserve capacity in the event of damage.
- 6.4 All tankers navigating within Canadian Arctic waters shall have on board an Ice Navigator. An Ice Navigator is a person who:
- a) fulfills and preferably exceeds the qualifications specified for this position in the ASPPR; and
 - b) has had sufficient experience navigating in ice-covered waters to satisfy the owner of the vessel as to the overall safety of the operation.
- 6.5 All written reports made pursuant to these Guidelines are to conform to the requirements of the "Guidelines for the Reporting of Incidents Involving Dangerous Goods, Harmful Substances and/or Marine Pollutants - 1992" TP 9834E.
- 6.6 All deck officers on tankers shall be able to relate the structural capability of the ice class or type of their vessel to the worst ice conditions for which it was designed. Relevant educational material is contained in the 1992 edition of "Ice Navigation In Canadian Waters". Senior members of the deck crew must be familiar with tank vessel operations in Arctic waters and a sufficient number must be adequately trained in the techniques of oil spill cleanup. Ships not meeting this requirement are to be provided with supplementary personnel with the requisite capabilities.

7.0 Oil Clean-up Equipment:

Every tanker in Canadian waters shall:

- a) carry sufficient equipment to clean up operational on-deck spills; and
- b) have at its disposal sufficient boom and cleanup equipment for minor spills at remote loading/unloading and transfer sites.

8.0 Emergency Response Plan:

Owners of all tank vessels are to ensure that an emergency response plan is developed for each vessel navigating in Canadian Arctic waters. These plans are to be submitted to the CCG for record and comment and are to include at least the following provisions:

- a) procedures for reporting;
- b) identification of the person who activates the plan;
- c) a logical initial response to possible occurrences based on the equipment and crew on board;

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- d) the extent of crew training and exercises;
- e) a reasonable crew response capability in terms of volume of spilled oil that could be cleaned up under specific circumstances; and
- f) means of access to damaged stability/subdivision calculations to enable a rapid, accurate assessment of any damage situation to be made by pollution cleanup and other authorities.

9.0 Documentation:

The vessel must have on board the appropriate charts and publications including the following:

- a) the 1992 edition of Ice Navigation In Canadian Waters (TP 5064E);
- b) the latest Canadian Arctic Waters Oil Transfer Guidelines (TP 10783E);
- c) the Guidelines for the Ice Regime Shipping Control System (under development);
- d) the Guidelines for Reporting Incidents Involving Dangerous Goods, Harmful Substances and/or Marine Pollutants 1992 (TP 9834E); and
- d) the Guidelines for the Operation of Tankers and Barges in Canadian Arctic Waters (TP 11663E).

10.0 Monitoring:

The monitoring of compliance with these Guidelines will be carried out by Pollution Prevention Officers on an ongoing basis by means of inspection and/or NORDREG inquiry.

11.0 Ice Regime System:

Voyages are to be conducted so as to conform with the Implementation Guidelines for the Ice Regime Shipping Control System (under development) when this System takes effect.

12.0 Chartering:

Tankers chartered for Arctic operations are to comply with the Chartering Guidelines when available (under development).

13.0 Company Audits:

Companies operating tankers in Canadian Arctic waters should do so in accordance with the standard MO 680, conduct and audit of management practices, or be certified under

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

ISO 9000 or CSA standard CAN 3 Z299, or a similar code, at the earliest opportunity prior to 1995.

14.0 Liability and Compensation:

14.1 These Guidelines are not to be construed as negating any responsibility on the part of ship owners, charterers or cargo owners for civil liability and compensation for pollution as defined in Section 6 of the Arctic Waters Pollution Prevention Act (Chapter A- 1 2 Revised Statutes of Canada 1985).

14.2 All vessels are assumed to be in a class with a recognized classification society

15.0 Enquiries:

All enquiries concerning these Guidelines are to be directed to:

Arctic Ship Safety (AMNB)
Canadian Coast Guard Northern
344 Slater Street, 9th Floor
Ottawa, ON K1A 0N7
Phone: 1-613-991-6004 Facsimile: 1-613-995-4700

This Appendix has been condensed from the "Guidelines For The Operation Of Tankers and Barges In Canadian Arctic Waters (Interim) TP 11663E.

This is the end of Appendix F

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX "G"

OIL TANKER CERTIFICATIONS

The following certificates are required to be on board all Canadian registered vessels on domestic voyages:

1. Certificate of Registry
2. Tonnage Certificate
3. Loadline Certificate
4. Certificates for Masters, Officers or Ratings
5. Canadian Oil Pollution Prevention Certificate
6. Ship Inspection Certificate, SIC 17
7. Radio Certificate
8. Financial Responsibility Under the Arctic Waters Pollution Prevention Act
9. Arctic Waters Pollution Prevention Certificate
10. Shipboard Oil Pollution Emergency Plan - Approved by Flag State Administration
11. ISM Certification

The following certificates are required to be on board all foreign registered engaged on Convention Voyages and entering Shipping Safety Control Zones:

1. Certificate of Registry
2. International Tonnage Certificate (1969)
3. Loadline Certificate
4. Derating Certificate
5. Certificates for Masters, Officers or Ratings
6. International Oil Pollution Prevention Certificate
7. Cargo Ship Safety Construction Certificate
8. Cargo Ship Safety Equipment Certificate
9. Cargo Ship Safety Radio Certificate - Cargo Ship Safety Radiotelegraphy Cargo ship Safety Radiotelephony
10. Safe Manning Certificate
11. Exemption Certificates (in accordance with SOLAS)
12. Certificate of Insurance or Other Financial Security - CLC Convention
13. Financial Responsibility Under the Arctic Waters Pollution Prevention Act (AWPPA)
14. Arctic Waters Pollution Prevention Certificate
15. Shipboard Oil Pollution Emergency Plan - Approved by Flag State Administration

This is the end of Appendix G

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “H”

CIVIL LIABILITY FOR VESSELS PROPOSING TO NAVIGATE IN SHIPPING SAFETY CONTROL ZONES

These instructions are designed to assist ship owners and others to furnish the necessary evidence of financial responsibility and meet other requirements under the Arctic Waters Pollution Prevention Act (AWPPA) and the Canada Shipping Act (CSA). The Acts and their Regulations remain the authoritative sources and should be consulted for further details.

Arctic Pollution Prevention Certificate:

All ships over 100 tons gross tonnage should be in possession of an Arctic Pollution Prevention Certificate issued under the Arctic Shipping Pollution Prevention Regulations (AWPPR). This certificate is evidence that the ship complies with the design, construction and equipment standards of those Regulations. Such certificates should normally be obtained prior to transiting or operating in Arctic Shipping Safety Control Zones. If the circumstances of the voyage are such that the certificate cannot be obtained prior to the voyage into Canadian waters, the Canadian Coast Guard will arrange for the issue of a certificate following a survey at a Canadian port.

Evidence of Financial Responsibility:

The owner of a “Convention Ship” (which means a sea-going ship, wherever registered, carrying persistent oil in bulk cargo) is subject to the liability and compensation regime for ship source oil pollution contained in the CSA Amendments at present known as Chapter 6 of the Third Supplement, 1985 Statutes of Canada. When such a ship is carrying more than 2,040 tonnes (2000 tons) of persistent oil as cargo, it is required to provide evidence of financial responsibility. When a Convention ship described above, is carrying a lesser amount of Persistent oil as cargo, it is not required to provide evidence of financial responsibility but should be insured for civil liability arising out of oil pollution damage as set out in Chapter 6.

The owner of a ship other than a Convention ship proposing to navigate within any Arctic Shipping Safety Control Zones while carrying more than 2,000 tons of waste, irrespective of whether the waste is cargo or fuel or both, must file evidence of financial responsibility with the Minister of Fisheries and Oceans Canada.

The owner of a ship other than a Convention ship proposing to navigate within Arctic Shipping Safety Control Zones while carrying a quantity of waste that does not exceed 2,000 tons, is not required to file evidence of financial responsibility. The ship nevertheless should be insured for civil liability arising out of the discharge of waste to the financial limits established by Regulation under the AWPPA.

It is important to note that the Certificate of Insurance for Convention ships defined in the 1969 CLC, is usually issued for a period of 12 months. During that time the ship may be employed in

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voyages or may be transporting cargoes other than those covered by the convention certificate. In such cases the ship owner must file evidence of financial responsibility under the AWPPA when required. An example of when AWPPA coverage, other than Convention certificates are required is a ship normally operated as, and covered as, a Convention ship, but carrying a cargo totally comprised of non-persistent oils, (waste) that exceeds 2,000 tons. Wherein Convention coverage may or may not fully cover an Arctic voyage or operation, the ship owner and his underwriter are expected to confer in order to provide firm undertakings that the Convention coverage applies to the voyage or operation. Where the Convention coverage does not apply, and the AWPPA requirements for evidence of financial responsibility do apply, these must be met by separate filings such as other insurance or indemnity bonds, for example.

Evidence of financial responsibility under the AWPPA and its Regulations may take the form of insurance by an approved insurer, or an indemnity bond satisfactory to the Minister of Fisheries and Oceans Canada, or in any other satisfactory form. It must offer direct access by third party claimants, up to the financial limits established under Section 15 of the Regulations, based on the tonnage of the ship.

Part A – Convention Ships:

The instructions applicable to Convention ships under the CSA are contained in the Canadian Coast Guard publication (AMEC 1504-2-7) “Implementation of the 1969 Civil Liability Convention” dated March 1989. These instructions are written for Convention ships operating anywhere in Canadian waters, whether north or south. The situation when AWPPA requirements apply to ships normally operating as and insured as, Canadian ships, must be covered separately by other proof of insurance or other financial security.

Part B – Ships Other Than Convention Ships:

Definitions:

1. “**Approved Underwriter**” means a Protection and Indemnity Association or other underwriter who has filed with the Minister of Fisheries and Oceans Canada, a Letter of Commitment under seal and in terms satisfactory to the Minister. An underwriter who has not been so approved may obtain a copy of the requisite form of the letter of commitment by writing to the Canadian Coast Guard;
2. “**Owner**” means any person having for the time being, either by law or by contract, the same rights as the owner of the ship as regards the possession and use thereof;
3. “**Ton**” with reference to waste in the AWPPA means 2,240 pounds;
4. “**Indemnity Bond**” means an obligation in writing under seal which the ship owner and his bonding company as (Principals) agree to pay the obligee (Claimants) the agreed amount if the stipulated event, in this case a deposit of waste, occurs. The ship owner and the bonding company are jointly and severally liable to pay;

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5. **“Waste”** has a very broad definition under the AWPPA and includes any substance that degrades the waters to an extent that it is detrimental to their use by man or any animal, fish or plant useful to man.

The owner of a ship other than a Convention ship carrying more than 2,000 tons of waste must provide evidence that the ship is insured by an approved underwriter or alternatively the owner must file an indemnity bond satisfactory to the Minister of Fisheries and Oceans Canada, or any other such satisfactory evidence. The owner shall file a declaration containing the following information:

- a) identification of owner;
- b) name and registry of the ship;
- c) details of voyage (date of first entry, duration, zones);
- d) maximum amount of waste to be carried including cargo and fuel;
- e) name of insurer, details of pollution coverage;
- f) a copy of the certificate of entry issued by the insurer, or insurance policy, or indemnity bond shall be attached.

The declaration if made in Canada shall be made before any person authorized by law to administer oaths in the province in which the declaration is made or if made outside of Canada, before any person authorized by law to administer oaths in that jurisdiction. A warranty shall be attached in which the owner states they shall maintain the policy of insurance in force so long as the ship is within any Shipping Safety Control Zone. Such warranty shall be under the seal of the corporation and shall be attested by the proper signing officer of the corporation. If an indemnity bond is filed, the period of coverage shall be as specified and shall be as a minimum cover the period of the ship’s transit or operation in Arctic waters.

All documents required under Part B may be forwarded by mail to:
Regional Director General
Canadian Coast Guard Northern
344 Slater Street
Ottawa, ON Canada K1A 0N7

Phone: 613-991-6003 Facsimile: 613-995-4700

This Appendix has been condensed from “Instructions To Certain Ship owners (1989) Re: Civil Liabilities For Vessels Proposing To Navigate In Shipping Safety Control Zones”, December 20, 1989, Canadian Coast Guard.

This is the end of Appendix H

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be
“Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “I”

MOORINGS AND COMMUNITY PORT CONDITIONS

See insert.

End of Appendix I

**APPENDIX I
MOORINGS & COMMUNITY PORT CONDITIONS**

Arctic Bay

Community:

Location N73° 02' W85° 09'

Population (2001): 786

Aerial Photo: Yes,

Population (2020): 1,094

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open: Mid Aug. – End Sept.

Tides: Spring Mean 2.4/2.0

CASPPR: Zones 13, 9

Max. Draft: 7.856m

Tidal Stream: neg

Ship Access: Type A: 119, Type E: 36 Days

Anchorage:

Bottom: good holding in Northwest part

Shelter: good

Exposure: South

Beach:

Landing Beach: gravel

Access: Any time

Breakwater:

Construction: 1992-93

Drawing Available: Yes

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face, Low Water: NA

Mooring Equipment: 2- shoreline bollards in front of the Fuel Storage Facility

Location of Community Manifolds: Behind the Tankfarm

Condition of Drip Tray: Yes, Concrete - Good

Lay Down Area: Small – Along the Shoreline Size: 30M X 60M

Distance Landing Beach/Dock to Lay Down Area: 10M

Distance Lay Down Area to Community: Center of Community

Chart: #7512

Scale: 1:80,000/40,000

Edition: 1985

Notes:

Upgrade the CHS chart

Future Development:

Lengthen the current breakwater wall and a new breakwater wall (West) to completely protect the local boaters.

Arviat

Community:

Location N61° 07' W94° 04'

Population (2001): 1,967

Population (2020): 2,855



Moorings and Community Port Conditions

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Max. Draft: See Chart

Tides: Spring Mean 3.8/3.3m

Tidal Stream: 2-5 kn

CASPPR: Zones 16, 14, 15

Ship Access: Type A: 153, Type E: 123 Days

Anchorage:

Bottom: sand and boulders;

Shelter: poor

Exposure: exposed

Public Dock & Breakwater: 35m X 7.5m X 4.1m

Construction: 1996-98, I-Beam Steel – Timber Cribbs

Drawing Available: Yes

Depth of Face: 4.1m

Low Water: Tidal - Dry

Mooring Equipment: Dock Cleats

Location of Community Manifolds: Shoreline beside the Community Breakwater

Condition of Drip Tray: Concrete -Good

Beach:

Landing Beach: Gravel/Rock pushout

Mooring Equipment: 2 - Cable Anchours

Access: full +/- 2.5 hrs.

Lay Down Area: Large

Size: 150m X 150m

Distance Landing Beach/Dock to Lay Down Area: 50m

Distance Lay Down Area to Community: 200m

Chart: #5641

Scale: 1:60,000/25,000

Edition: 2000

Notes:

Future Development:

There is a shallow reef 1.5 miles east of town. A break wall between the reef and the shore would help make fuel discharge operations safer for the barge operation.

Community wants the Breakwater completed - New Breakwater wall northwest of existing facility to complete the marine facility.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Dock jib winch

Baker Lake

Community:

Location N64° 20' W96° 00'

Population (2001): 1,586

Population (2020): 2,148

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Max. Draft: 2.9 m - 4.6m at High Water slack

Tides: Spring Mean 0/0

Tidal Stream: ND

CASPPR: Zones 16, 14, 15

Ship Access: Type A: 153, Type E: 123 Days

Anchorage:

Notes:

Steel sheet pile dock is generally in good condition 2005, some minor sinkage and seepage of the gravel fill. One sheet pile is leaking gravel due to a long crack along its length and at the foot of pilings. The dock is reportedly too high for easy use by NTCL barges especially at low water. Freeboard is indicated at 2.4m. The lay down area has poor drainage and needs to be properly resurfaced, leveled and graded. New pole lighting installed 2006

Future Development: Underwater welding repairs to the cracks on the steel sheet piling. The marshalling area needs gravel filling, grading/leveling. A new floating dock for the river site landing area may be required in the future.

Cape Dorset

Community:

Location N64° 14' W76° 33'

Population (2001): 1,263

Aerial Photo: Yes

Population (2020): 1,829

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open: EN July - MD/EN Oct.

Max. Draft: 9.52m

Tides: Spring Mean 8.5 m 7.6 m

Tidal Stream: 1-2 kn

CASPPR: Zones 15,

Ship Access: Type A: 163, Type E: 108 Days

Anchorage:

Bottom: gravel: good

Shelter: poor

Exposure: NW

Beach:

Landing Beach: Shingle, sand /gravel and boulders,

Access: full +/- 2 hrs.

Public Dock: 35m x 3m x 3.5m

Construction: 1990, I-Beam Steel – Timber Cribs

Drawing Available: Yes

Depth of Face: 2.5M

Low Water: Tidal - Dry

Tanker Mooring Equipment: 4 - Shoreline Bollards

Location of Community Manifolds: 2KL from community

Condition of Drip Tray: Concrete - Good

Lay Down Area: Yes, Small

Size: 40M X 60M

Distance Landing Beach/Dock to Lay Down Area: 30M

Distance Lay Down Area to Community: In Community behind Northern Store

Chart: #5451

Scale: 1:25,000

Edition: 1965/1985

Notes:

Update CHS chart

Future Development:

New SCH facility to develop the regional commercial fishery

Design engineering of the marine facility general layout was completed.

Timber replacement to some of the lower tidal section of the dock face required.



Chesterfield Inlet

Community:

Location N63° 19' W90° 14'

Population (2001): 380

Aerial Photo: Yes

Population (2020): 583

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Max. Draft: See Chart

Tides: Spring Mean 4.2 m 2.9 m

Tidal Stream: Tidal

CASPPR: Zones 16, 14, 15 Ship Access: Type A: 153, Type E: 123 Days

Anchorage: 11m

Bottom: mud, sand

Shelter: poor

Exposure: E -NE

Beach:

Landing Beach: Sand & Gravel

Pushout – 10M x 30M

Access: full +/- 2.5 hrs.

Public Dock: 25m x 4.1m x 3m

Construction: 1994-95, I-Beam Steel – Timber Cribs

Drawing Available: Yes,

Depth of Face: 4.1M

Low Water: Tidal - Dry

Mooring Equipment: Dock cleats

Pushout: 2 – Cable tie downs

Location of Community Manifolds: Rocks ridge (NW) of the beach landing

Condition of Drip Tray: Concrete - Good

Location of Power Corp Manifold: Shoreline (S) across the bay near NPC plant

Condition of Drip Tray: Plastic Drum - Fair

Lay Down Area: Shoreline beside Northern Store

Size: 100M X 130M

Distance Landing Beach/Dock to Lay Down Area: NA

Distance Lay Down Area to Community: In Community

Chart: #5620

Scales: 1:40,000/15,000

Edition: 2000

Notes:

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Timber replacement to some of the lower tidal section of the dock face required.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Dock jib winche

Clyde River

Community:

Location N70° 28' W68° 38'

Population (2001): 828

Population (2020): 1,214

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open En July-EN Sep

Max. Draft: 9.52m

Tides: Spring Mean 1.6m 1.3m

Tidal Stream: neg

CASPPR: Zones 9, 10

Ship Access: Type A: 112, Type E: 56 Days

Anchorage: 45m

Bottom: sand, mud, gravel

Shelter: fair

Exposure: S

Beach:

Landing Beach: Sand & Gravel

Pushout – 10m X 20m

Access: Any Time

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face, NA

Low Water: NA

Mooring Equipment: None

Location of Community Manifolds: Shoreline beside the Tank Farm

Condition of Drip Tray: Concrete - Good

Lay Down Area: Large

Size: 80m X 80m

Distance Landing Beach/Dock to Lay Down Area: NA

Distance Lay Down Area to Community: 200M

Chart: #7565

Scale: 1:300,000/80,000

Edition: 1996

Notes:

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Coral Harbour

Community:

Location N64° 08' W83° 10'

Population (2001): 800

Population (2020): 1,376

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - EN Oct.

Max. Draft: See Chart

Tides: Spring Mean 3.9 m 3.1 m

Tidal Stream: 2 kn

CASPPR: Zones 14, 15 Ship Access: Type A: 153, Type E: 123 Days

Anchorage: 7m

Bottom: gravel/boulders

Shelter: poor

Exposure: SE



The community would like a SCH marine breakwater facility to protect the local boaters.

Hall Beach

Community:

Location N65° 46' W81°13'

Population (2001): 671

Aerial Photo: Yes

Population (2020): 1,052

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EN Aug-MD- Sept.

Max. Draft: 9.52m

Tides: Spring Mean 1.4m 1.2m

Tidal Stream: 2.9 - 3.2 kn

CASPPR: Zones 8, 14, 15

Ship Access: Type A: 102, Type E: 61 Days

Anchorage: 22m

Bottom: Fair - Clay, Sand, Gravel and shingles

Shelter: Open - poor

Exposure: SSW to NE

Beach:

Landing Beach: Sand, Gravel

Access: Any Time

Public Dock: 61m x 13m

Construction: Old Military Jetty – round caissons (**completely unusable**)

Drawing Available: Yes

Depth of Face: Facility Damaged

Low Water: 1.2m alongside the dock

Mooring Equipment: Four shoreline bollards near old military site

Location of Community Manifolds: 200m from community

Condition of Drip Tray: Concrete - Good

Lay Down Area: Along the shoreline Size: 150m x 50m

Distance Landing Beach/Dock to Lay Down Area: Shoreline

Distance Lay Down Area to Community: In the Community

Chart: #7485

Scales: 1:150,000/15,000

Edition: 1989

Notes:

Update CHS charting

Future Development:

New shore moorings bollards urgently needed beside the new community tank farm.

The community would like a SCH marine breakwater facility to protect the local boaters.

Igloolik

Community:

Location N69° 23' W81° 48'

Population (2001): 1,408

Aerial Photo: Yes

Population (2020): 2,131

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Beach:

Landing Beach: rock, shale, mud, sand

Access: low +/- 6 hrs

Public Dock: 45m x 12m x 5.5m

Construction: 1996-98, I-Beam Steel – Timber Cribs

Drawing Available: Yes

Depth of Face: 5.5m Low Water: Tidal - Dry

Mooring Equipment: Two-Class A Offshore moorings buoys, Two Shore Bollards

Location of Community Manifolds: Innuit Head

Condition of Drip Tray: Plastic Drums

Lay Down Area: DFO Beach property Sizes: 100m x 100m, 60m x 60m Fenced

Distance Landing Beach/Dock to Lay Down Area: NA

Distance Lay Down Area to Community: 150m

Chart: #7127 Scales 1:40,000/12,000 Edition: 1983/84

Notes:

Oil delivery via shore float hose at Innuit Head mooring buoys.

CHS charting continues: Inlet, approaches/inner harbour

Future Development:

New deepwater port facilities and SCH facility at Innuit Head – SCHEDULED COMPLETION SEALIFT YEAR 2020.

PROPONENTS MUST LIST PLANS FOR USE OF DEEP SEA PORT AND ADDITIONAL COST IF ANY.

Kimmirut

Community:

Location N62° 51' W69° 53

Population (2001): 433

Population (2020): 706

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Nov

Max. Draft: 8.69 m

Tides: Spring Mean 11.8m 9.6m

Tidal Stream: ND

CASPPR: Zone 15

Ship Access: Type A: 163, Type E: 108 Days

Anchorage: 18m

Bottom: clay/gravel

Shelter: poor

Exposure: NW

Beach & Breakwater:

Construction: 1995-98

Drawing Available: Yes

Landing Beach: mud and gravel

Access: full +/- 2 hrs

Public Dock: No

Construction: NA

Moorings and Community Port Conditions

Drawing Available: NA
Depth of Face: NA Low Water: NA
Mooring Equipment: None
Location of Community Manifolds: (500m) South of community along the shoreline
Condition of Drip Tray: Concrete - Good
Lay Down Area: Small - In Community Size: 20m x 30m
Distance Landing Beach/Dock to Lay Down Area: NA
Distance Lay Down Area to Community: In Community

Chart: #5455 Scales 1; 25,000/12,000 Editions: 1961/1978
Approach Chart # 5316 Scale: 1:75,000 Editions: 1961/1980

Notes:

Update CHS Chart

Future Development:

Two shoreline bollards and two offshore mooring buoys
New SCH facility to develop the commercial fishery

Kugaaruk

Community:

Location N68° 24' W89° 43'
Population (2001): 620 Population (2020): 979
Aerial Photo: Yes Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open: MD Aug – MD Sept - 35Days Max. Draft: 9.52
Tides: Spring Mean 1.6m Tidal Stream: ND
CASPPR: Zones 5, 6, 13 Ship Access: Ice Class Required (Arctic Class 3)

Anchorage: 11m

Bottom: Clay & Boulders
Shelter: Good
Exposure: W - NW

Beach:

Landing Beach: 1994, Gravel, Clay
Access: Anytime

Public Dock: No

Construction: NA
Drawing Available: NA
Depth of Face: NA Low Water: NA
Mooring Equipment: Two new shore anchors set in bedrock
Location of Community Manifolds: Shoreline below the new Tank farm
Condition of Drip Tray: New, Concrete - Good
Lay Down Area: In Community Size: 40m x 70m
Distance Landing Beach/Dock to Lay Down Area: NA
Distance Lay Down Area to Community: 200m

Chart: #7578 Scales: 1:125,000/50,000/30,000 Edition: 1995

Notes:

Community access via Icebreaker and/ or with icebreaker escort only. Two new shoreline bollards for fuel discharge installed near the new tank farm 2005.

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Kugluktuk

Community:

Location N67° 50' W115° 05'

Population (2001): 1,212

Aerial Photo: Yes

Population (2020): 2,076

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EN June- MD Oct.

Tides: Spring Mean

CASPPR: Zones 11. 12

Max. Draft: 2m – See Draft

Tidal Stream: ND

Ship Access: Type A: 113, Type E: 77 Days

Anchorage: 11m

Bottom: Silt, good

Shelter: Poor

Exposure: NE-NW

Beach:

Landing Beach: Sand

Access: Anytime

Public Dock: 12.5m x 2.5m x 1.8m

Construction: 2003-04, I-Beam Steel - Timber Cribs

Drawing Available: Yes

Depth of Face: 1.8m

Low Water: .3m

Mooring Equipment: Two Chain beside Dock, Two Shoreline Cable/Chain Anchors,
Two additional Chain type Anchors on breakwater wall

Location of Community Manifolds: SW 10m from marshalling area

Condition of Drip Tray: Concrete - Good

Lay Down Area: 59m – From the Dock

Size: 130m x 100m

Distance Landing Beach/Dock to Lay Down Area: 40m

Distance Lay Down Area to Community: About 2 km

Chart: #7777

Scales: 1:150,000/50,000

Edition: 1997

Notes:**Future Development:**

New floating docks at the old beach landing and for the Float planes

Subject to mining activity

Moorings and Community Port Conditions

Nanisivik

Community:

Location N73° 04' W84° 33'

Population (2001): 77

Aerial Photo: Yes

Population (2020): Community Closed

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Max. Draft: 12m

Tides: Spring Mean 2.9m 2.4m

Tidal Stream: ND

CASPPR: Zone 13

Ship Access: Type A: 119, Type E: 36 Days

Anchorage: 15m

Bottom: Clay, Mud

Shelter: good

Exposure: N - NW

Beach:

Landing Beach:

Access: Anytime

Public Dock: Mine Dock – 70 x 50M x 12m

Construction: Three Steel Cells

Drawing Available: Yes

Depth of Face: 12m

Low Water: 8.2m

Mooring Equipment: Six Dock Bollards, Two Shoreline Bollards

Location of Community Manifolds: Dockside

Condition of Drip Tray: Plastic Drums

Lay Down Area: Dockside

Sizes: 225m x 45m, 60m x 180m

Distance Landing Beach/Dock to Lay Down Area: 100m

Distance Lay Down Area to Community: about 3kl

Chart: #7512

Scales: 1:80,000/5,000

Edition: 1985

Notes:

Dock is also used for transshipment of cargo to remote locations served by CCG ice breakers. At present these are Kugaaruk - Pelly Bay, Eureka and Alert

Future Development:

The Mine closed in 2002. Resupply staging area for Kugaaruk operations for the foreseeable future. The Wharf may also be used as a military training facility and/or a control point for the NWP by CCG (Sovereignty).

Pangnirtung

Community:

Location N66°10' W65° 44'

Population (2001): 1,276

Aerial Photo: Yes

Population (2020): 2,280

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EN July - MD Sep

Max. Draft: 8.69m

Tides: Spring Mean 7.3m 5.88m

Tidal Stream: 2-4 kn

CASPPR: Zones 10, 15

Ship Access: Type A: 92, Type E: 71 Days

Anchorage: 46m & 55m

Bottom: Rock, Gravel - Poor

Shelter: Poor

Exposure: N – NE, All Storms

Beach:

Landing Beach: Gravel

Access: full +/- 4 hrs

Public Dock: 42m x 9m x 5.5m

Construction: 1993-97, I-Beam Steel - Timber Cribs

Drawing Available: Yes

Depth of Face: 5.5m

Low Water: Tidal - Dry

Mooring Equipment: None

Location of Community Manifolds: Right side of Breakwater in front of Tank Farm

Condition of Drip Tray: Concrete -Good

Lay Down Area: Community Shoreline

Size: 150m x 30m

Distance Landing Beach/Dock to Lay Down Area: Shoreline - 20m

Distance Lay Down Area to Community: In Community

Chart: #7150

Scale: 1:36,585

Edition 1965/1982

Notes:

Update CHS chart; replace dock timber on lower dock and dock cleats (4) replace

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Pond Inlet

Community:

Location N72° 41' W78° 00'

Population (2001): 1,220

Population (2020): 2,233

Aerial Photo: Yes

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD Aug – MD Sept,

Max. Draft 7.85M

Tides: Spring Mean 2.6m 2.2m

Tidal Stream: 1-2 kn

CASPPR: Zone 13

Ship Access: Type A: 119, Type E: 36 Days

Anchorage: 38m

Bottom: Mud, Sand - good

Shelter: open - poor

Exposure: SE-SW, NW

Beach:

Landing Beach: Sand, Gravel

Access: Any time

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face: NA

Low Water: NA

Mooring Equipment: One Shoreline Bollard

Location of Community Manifolds: Rocky cliff behind the Community Hospital

Condition of Drip Tray: Concrete - Good

Lay Down Area: Shoreline next to Northern Warehouse Size: 50m x 20m

Distance Landing Beach/Dock to Lay Down Area: Shoreline - 20m

Distance Lay Down Area to Community: In Community

Chart: #7212

Scales: 1:250,000/30,000

Edition: 1985

Notes:

Update CHS charting, Repairs to shoreline bollard

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Qikiqtarjuaq

Community:

Location N67° 33' W64° 02'

Population (2001): 519

Aerial Photo: Yes

Population (2020): 811

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Max. Draft: 9.11m

Tides: Spring Mean 1.58 m 1.26 m

Tidal Stream: 2 kn

CASPPR: Zones 9, 10

Ship Access: Type A: 112, Type E: 56 Days

Anchorage: 25m

Bottom: Mud, Sand, Gravel

Shelter: good

Exposure: S - SE

Beach & Breakwater:

Construction: 1991-94

Drawing Available: Yes

Landing Beach: Sand

Access: Any time

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face: NA

Low Water: Tidal

Mooring Equipment: Two shoreline Bollards

Location of Community Manifolds: Shoreline about 3kl W from community

Condition of Drip Tray: Concrete -good

Lay Down Area: Community Beach Size: 35m x 70m
Distance Landing Beach/Dock to Lay Down Area: ND
Distance Lay Down Area to Community: ND

Chart: #7184 Scales: 1:50,000/18,000 Edition: 1964/1977

Notes:

CHS conducted a survey in 2005 of the entire northern portion of channel between Broughton Island and the mainland.
Update the CHS chart

Future Development:

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Rankin Inlet

Community:

Location N62° 49' W92° 05'

Population (2001): 2,177

Aerial Photo: Yes

Population (2020): 3,633

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Tides: Spring Mean 4.7 m 2.9 m

Zones 16, 14, 15

Max. Draft: 7.6m

Tidal Stream: 2 kn CASPPR:

Ship Access: Type A: 153, Type E: 123 Days

Anchorage: Melvin Bay: 25m

Bottom: Gravel, Clay

Shelter: Good

Exposure: NW, SE

Beach:

Landing Beach: Push out in Melvin Bay

Access: Anytime

Public Dock: 39m x 6.2m x 4.5m - Johnson Cove

Construction: 1994-95, I-Beam Steel –Timber Cribs

Drawing Available: Yes

Depth of Face: 4.5m

Low Water: Tidal - Dry

Mooring Equipment: Two shoreline cables Melvin Bay

Location of Community Manifolds: Johnson Cove

Condition of Drip Tray: Concrete -Good

Location of Power Corp Manifold: Johnson Cove

Condition of Drip Tray: Plastic Drums

Lay Down Area: Melvin Bay

Size: 160m x160m, 150m x 120m

Distance Landing Beach/Dock to Lay Down Area: 100m

Distance Lay Down Area to Community: 1.5kl

Chart: Approaches # 5629

Scale: 1:60,000

Edition: 2000

Inshore # 5628

Scale: 1:15,000

Edition: 1997

Notes:

Future Development:

Improvements to the marine barge docking facility (New Wharf) in Melvin Bay,
Two new breakwater walls at the entrance to Johnson Cove to protect local boaters.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Repulse Bay

Community:

Location N66° 32' W85° 50'

Population (2001): 612

Aerial Photo: Yes

Population (2020): 1,012

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EN Aug - EN Sept

Tides: Spring Mean 6.5/5.2

CASPPR: Zones 8, 14, 15

Max. Draft: See Chart

Tidal Stream: neg

Ship Access: Type A: 153, Type E: 123 Days

Anchorage: 16.5m & 18.3m

Bottom: Gravel, Rock

Shelter: Poor

Exposure: S

Beach:

Landing Beach: Gravel

Access: Any time

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face: NA

Low Water: NA

Mooring Equipment: None

Location of Community Manifolds: In Community

Condition of Drip Tray: Concrete – Good,

Lay Down Area: Shoreline in Community Sizes: 30m x 40m, 30m x 30m

Distance Landing Beach/Dock to Lay Down Area: 20m

Distance Lay Down Area to Community: In Community Beach & Northern Store

Chart: # 7430

Scales: 1:31,700/12,000

Edition: 1983

Notes:

CHS has resurveyed the approaches and inshore areas in 2004,

Update the CHS chart

Future Development:

The landing area in the inner harbour is very restricted (small) and needs to be improved/enlarged.

New marine facilities: Small Craft Harbour proposal 2005, breakwater and docking facilities to develop the regional commercial fishery.

Two new shoreline bollards to secure the stern line of the resupply Tanker

Resolute Bay

Community:

Location N74° 42' W94° 52'

Population (2001): 224

Aerial Photo: Yes

Population (2020): 288

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD Aug - MD Sept

Max. Draft: 14.66m

Tides: Spring Mean 1.9m 1.6m

Tidal Stream: 2-3 kn

CASPPR: Zone 13

Ship Access: Type A: 119, Type E: 36 Days

Anchorage: 28m

Bottom: Clay, Mud, Gravel, Shale

Shelter: Poor

Exposure: Open

Beach:

Landing Beach: Sand, Gravel

Access: Any time

Public Dock: Push out

Construction: Gravel

Drawing Available: No

Depth of Face: None

Low Water: NA

Mooring Equipment:

Location of Community Manifolds: DFO Beach

Condition of Drip Tray: Plastic Drums

Lay Down Area:

Size: 200m x 200m

Distance Landing Beach/Dock to Lay Down Area: Shoreline 15m

Distance Lay Down Area to Community: 1kl

Chart: #7511

Scales: 1:50,000/15,000,

Edition: 1989

Notes:

Update CHS Charts, larger boulders in short supply to build breakwater

Future Development:

SCH marine breakwater facility to protect local boaters

Sanikiluaq

Community:

Location N56° 36' W79° 12'

Population (1999): 734

Aerial Photo: Yes

Population (2020): 1,108

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EA July - EA Oct.

Max. Draft: See Chart

Tides: Spring Mean 1.0 m .7 m

Tidal Stream: ND

CASPPR: Zones 14, 15

Ship Access: Type A: 153, Type E: 123 Days

Anchorage: 12m

Bottom: Mud, Clay, Shingles, Small Boulders

Shelter: Poor

Exposure: N -NW

Beach & Breakwater:

Construction: 1991-92

Drawing Available: Yes

Landing Beach: Gravel Pushout, Northern Store

Access: Anytime

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face: Low Water: NA

Mooring Equipment: None

Location of Community Manifolds: North East corner of the Community

Condition of Drip Tray: Concrete – Good

Lay Down Area: Shoreline in front of Northern Store Size: 25 m x 60 m

Distance Landing Beach/Dock to Lay Down Area: Shoreline - 20m Distance

Lay Down Area to Community: In Community

Chart: # 5505

Scales: 1:250,000/70,000/60,000

Editions: 2002

Notes:**Future Development:**

Small permanent docking structure for inside the breakwater

Minor dredging inside the breakwater to add depth

Permanent vertical face wharf type structure to replace gravel pushout structure used for unloading the resupply.

Taloyoak

Community:

Location N69° 24' W93° 50'

Population (2001): 736

Aerial Photo: Yes

Population (2020): 1,294

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open EN July- EN Sept.

Max. Draft: 2m - See Chart

Tides: Spring Mean .3m

Tidal Stream: Tidal

CASPPR: Zones 7, 11, 12

Ship Access: Type A: 86, Type E: 51 Days

Anchorage:

Bottom: Good, 8.2 m

Shelter: Good

Exposure: SW

Beach:

Landing Beach: Sand

Access: Anytime

Public Dock: 15m x 3.5 x 2m

Construction: 1992/94

Drawing Available: Yes

Depth of Face: 2m protected by armour rock Low Water: Tidal

Mooring Equipment: Four cable/chain anchors

Location of Community Manifolds: 15m East of the landing area

Condition of Drip Tray: Concrete - Good

Lay Down Area: In Community -Small - Circular Size: 85m x 40m

Distance Landing Beach/Dock to Lay Down Area: Dockside

Distance Lay Down Area to Community: In the Community

Chart: #7770

Scales: 1:50,000/20,000

Edition: 1971/1980

Notes:

*Chart is from track soundings only, a couple of large boulders near the harbour entrance.

Future Development:

Update the approach/harbour CHS chart

Expand Lay down area. Improve the small inner harbour breakwater for small vessels by dredging deeper and a new public floating docks.

Umingmaktok

Community:

Location N67° 42' W107° 56'

Population (2001): 40

Aerial Photo: Yes

Population (2020): 40 - ???

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July –ED Oct

Max. Draft: 2m - See Chart

Tides: Spring Mean .5m

Tidal Stream: See notes

CASPPR: Zones 11, 12

Ship Access: Type A: 113, Type E: 77 Days

Anchorage: 27 m

Bottom: Fine clay & mud, Sand

Shelter: Excellent

Exposure: S

Beach:

Landing Beach: Sand, Gravel

Access: Anytime

Public Dock: No

Construction: NA

Drawing Available: NA

Depth of Face, NA

Low Water: NA

Mooring Equipment: None

Location of Community Manifolds: Barge Floater Hose to Fuel Storage Tankage

Condition of Drip Tray: Steel Drum

Lay Down Area: Across the Bay from the Community Size: 70m x
40m Distance Landing Beach/Dock to Lay Down Area: Shoreline-10m
Distance Lay Down Area to Community: 600m

Chart: #7781 Scales: 1:150,000 / 30,000 Edition: 1990

Notes:

- 1) Rivers creates a strong northerly flow at times.
- 2) Update CHS chart

Future Development:

Subject to economic/mining developments within the region.

Whale Cove

Community:

Location N62° 11' W92° 34'

Population (2001): 305

Aerial Photo: Yes

Population (2020): 491

Town Plan Available: Yes, GN CGS Dep't

Port Capability:

Open MD July - MD Oct.

Tides: Spring Mean 4.3 m 2.7 m Tidal Stream: ND

CASPPR: Zones 16, 14, 15 Ship Access: Type A: 153, Type E: 123 Days

Anchorage:

Bottom: Gravel, sand & small boulders

Shelter: poor

Exposure: E through W

Beach:

Landing Beach: Pushout /Boulders/Gravel

Mooring Equipment: Two Bollards anchored in shoreline rocks

Access: Tidal

Public Dock: 18m X 8m X 5.5m

Construction: 1994/97

Drawing Available: Yes

Depth of Face: 5.5m Low Water: Tidal - Dry

Mooring Equipment: Two Bollards anchored in bedrock

Location of Community Manifolds: SW 250m from the community shoreline

Condition of Drip Tray: Plastic Barrel

Lay Down Area: 1995 - NE of community Size: 60m x

80m Distance Landing Beach/Dock to Lay Down Area: 60m

Distance Lay Down Area to Community: 3kl out of town

Chart: #5642 Scale: 1:60,000/25,000 Edition: 2000

Notes:

Repairs to docking facility (welding & timbers)

Future Development:

Dock jib winches

New breakwater facilities at a location called Sam's cabin.

END OF APPENDIX I

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

APPENDIX J

Tank Farm Capacities, Pipeline Dimensions and Pumping Rates

<u>Region</u>	<u>Community</u>	<u>Product</u>	<u>Capacity (L)</u>	<u>Pumping Rates Per Hour</u>	<u>Pipeline Diameter (INCHES)</u>	<u>Pipeline Length (METERS)</u>
Qikiqtaaluk	Arctic Bay	Diesel	3,188,704	80,000	4	91.0
		Gasoline	641,555	80,000	4	91.0
		Jet A-1	1,376,516	80,000	4	91.0
	Cape Dorset	Diesel	5,099,315	75,000	6	210.0
		Gasoline	986,597	65,000	4	210.0
		Jet A-1	814,757	65,000	4	210.0
	Clyde River	Diesel	5,035,190	80,000	4	91.0
		Gasoline	1,115,311	80,000	4	91.0
		Jet A-1	170,000?	80,000	4	91.0
	Grise Fiord	Diesel	1,289,828	2,035	4	251.0
		Gasoline	274,439	2,035	4	251.0
		Jet A-1	182,738	2,035	4	251.0
	Hall Beach	Diesel	5,274,916	60,000	6	2,160.0
		Gasoline	1,235,542	60,000	4	2,160.0
		Jet A-1	962,687	60,000	4	2,160.0
	Igloolik	Diesel	6,223,747	90,000	6	440.0
		Gasoline	1,381,492	65,000	4	440.0
		Jet A-1	2,100,000	65,000	4	440.0
	Iqaluit	Diesel	42,096,731	300,000	10	2,950.0

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

		Gasoline	6,128,290	300,000	10	2,950.0	
		Jet A-1	29,811,655	300,000	10	2,950.0	
	Kimmirut	Diesel	2,331,286	100,000	6	247.0	
		Gasoline	414,779	75,000	4	147.0	
	Pangnirtung	Diesel	8,143,030	75,000	6	42.0	
		Gasoline	1,911,481	75,000	4	42.0	
		Jet A-1	1,346,370	75,000	4	42.0	
	Pond Inlet	Diesel	6,008,784	80,000	6	953.0	
		Gasoline	950,658	70,000	4	953.0	
		Jet A-1	1,998,662	70,000	4	953.0	
	Qikiqtarjuaq	Diesel	4,007,843	70,000	4	1,875.0	
		Gasoline	942,899	70,000	4	1,875.0	
		Jet A-1	732,899	70,000	4	1,875.0	
	Resolute Bay	Diesel	12,737,949	1,824	6		
		Gasoline	4,049,707	1,824	6		
		Jet A-1	12,745,649	1,824	6		
	Kivalliq	Arviat	Diesel	4,527,929	80,000	6	920.0
			Gasoline	1,345,363	80,000	4	920.0
		Baker Lake	Diesel	7,816,011	114,000	4	300.0
			Gasoline	1,626,352	114,000	4	300.0
		Chesterfield Inlet	Diesel	3,311,910	105,000	4	165.0
			Gasoline	582,000	105,000	4	165.0
		Coral Harbour	Diesel	3,647,312	65,000	4	400.0
			Gasoline	1,348,962	65,000	4	400.0

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

		Jet A-1	1,990,477	65,000	4	400.0
	Rankin Inlet	Diesel	17,341,339	66,000	6	574.0
		Gasoline	2,990,757	66,000	4	574.0
		Jet A-1	9,033,698	66,000	6	574.0
	Naujaat (Repulse Bay)	Diesel	4,086,830	65,000	4	280.0
		Gasoline	943,968	65,000	4	280.0
	Sanikiluaq	Diesel	2,974,030	90,000	6	470.0
		Gasoline	478,795	80,000	4	470.0
		Jet A-1	1,173,076			
	Whale Cove	Diesel	2,015,560	90,000	6	150.0
		Gasoline	421,246	90,000	4	200.0
Kitikmeot	Cambridge Bay	Diesel	11,832,000			
		Gasoline	2,227,000			
		Jet A-1	3,818,000			
	Gjoa Haven	Diesel	4,427,926	49,252	6	2,700.0
		Gasoline	1,759,164	21,890	4	2,700.0
		Jet A-1	1,681,851	21,890	4	2,700.0
	Kugaaruk	Diesel	2,749,738	49,252	6	2,700.0
		Gasoline	923,082	49,252	6	2,700.0
		Jet A-1	1,600,205	49,252	6	2,700.0
	Kugluktuk	Diesel	4,736,693	31,010	6	1,700.0
		Gasoline	1,366,938	13,782	4	1,700.0
		Jet A-1	1,559,374	13,782	4	1,700.0
	Taloyoak	Diesel	3,549,415	13,782	4	1,700.0

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

		Gasoline	691,842	13,782	4	1,700.0
		Jet A-1	1,267,592	13,782	4	1,700.0

*Please note that community product capacities could vary over the next 5 years due to upgrades.

The Qulliq Energy Corporation (QEC) also has ULSD Tanks in the communities listed below and are used when required.

Kivalliq	Arviat	ULSD	1,800,000
	Chesterfield Inlet	ULSD	150,000
	Rankin Inlet	ULSD	
	Naujaat	ULSD	150,000
Qikiqtaaluk	Clyde River	ULSD	640,000
Kitikmeot	Taloyoak	ULSD	900,000
	Kugluktuk	ULSD	1,450,000
	Cambridge Bay	ULSD	2,400,500

QEC TANKS ALREADY LISTED IN ABOVE CHART

END OF APPENDIX “J”

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

Appendix K

Inuit Content

Note: This form is used to calculate the score for Inuit Employment and bid adjustments.

In compliance with Article 24 of the Nunavut Agreement (NLCA) and the NNI Act and Regulations,, the GN will provide consideration for Inuit Content. Accordingly, proponents are encouraged to maximize business relationships with Inuit Firm sub-contractors and suppliers and hire Inuit workers to work on the project. All information should be provided in detail in the attached NNI Incentives Application Form.

Inuit Content is the dollar value of goods and services provided by an Inuit Firm, and the dollar value of Inuit Employment in carrying out the work, including Inuit employees from an Inuit or non-Inuit Firm. An Inuit Firm is a company that is approved by Nunavut Tunngavik Inc. (NTI) and included in the Inuit Firms Database which is available online at www.inuitfirms.com. An Inuk is any Nunavut Inuit included in the Inuit Enrolment List under Article 35 of the Nunavut Agreement, or anyone entitled to be enrolled under that article.

Approximately one (1) point for each 10% of work that will be done by Inuit workers where the names (if available) and dollar values are provided. For example, 8% would be 0.8 points, and 32% would be 3.2.

In order to determine the percentage of work associated with Inuit Firms and Inuit Employment, the following variables are required:

- Total Proposal Price
- Total Labour Costs
- Inuit Labour Costs
- Total Goods & Services (excluding labour)
- Inuit Goods & Services Costs (excluding labour)

Failure to provide this level of detail in your proposal pricing will result in the evaluation committee not being able to determine Inuit Content percentage levels to award points appropriately.

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

APPENDIX “K” NNI Incentives Application Form

The following information **MUST** be provided by proponents wishing to receive any pricing adjustments permitted under the NNI Regulations. If the information is not provided or is incomplete, bid adjustments will **NOT** be granted.

Values provided in this form must be substantiated by the information provided in the proposal. It will be necessary to provide the names of all proposed team members (if known) along with their location of residence. Place a check mark in the column where you wish to receive the adjustment. The Evaluation Committee will use the NNI and NTI Registries to verify the status of sub-consultants and suppliers. **If the GN determines that a proposal should not receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation and scoring of a proposal accordingly.**

Proponent’s Name					
I. Employment/Labour/Payroll – Include administrative/operational expenses in payroll values).					
Name & Location of Worker (or proposed new hires)	Labour Cost	Nunavut (5%)	Inuit (15%)	Local (5%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Value of Labour	\$				
Value of Inuit Labour	\$				
II. Proponent/Sub-Contractor Amounts – Miscellaneous Expenses including Travel Estimates					
Name & Location of Proponent or Sub-Contractor and Nature of Services	Unit Costs	Nunavut (5%)	Inuit (5%-15%)	Local (5%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Goods & Services (excluding labour)	\$				
Inuit Goods & Services (including labour)	\$				
Total Proposal Value	\$				
<p><i>For the purposes of this RFP, the Subject Community is “Nunavut”; therefore, the Local adjustment will apply to any registered Nunavut or Inuit firm that is located in Nunavut.</i></p> <p>Instructions for completing this form are on the following page. If more space is needed, reuse this form.</p>					

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

NNI Adjustment Application Form Instructions

The following guidelines are given to assist proponents in applying for NNI adjustments. The Evaluation Committee will use the information provided to apply any pricing adjustments the proposal may be entitled to under the NNI Regulations. The websites will be used to verify the information provided. Refer to the Instructions to Proponents clause 6 for NNI and NTI Website addresses. An Example is provided following these instructions to demonstrate to proponents how to complete the NNI Incentives Application Form and how the NNI Regulations are applied in the proposal evaluation.

I. Employment/Labour (Payroll Expenses):

This section is for the labour of both the main Contractor (the proponent) and any Sub-Contractor. The work being done by the employees who are not Inuit and don't live in Nunavut doesn't qualify for any adjustment; however, it still must be included in the form. The portion of payroll dollars for the work that will be done by Nunavut Residents qualifies for the Nunavut adjustment (5%). If the Nunavut Residents are also local to the benefiting community, then they qualify for the additional Local adjustment (5%). If the Local Nunavut Residents are also Inuit, they qualify for a 25% adjustment (5% for Nunavut, plus 5% for Local and 15% for Inuit). Inuit employees who are not located in Nunavut qualify for the Inuit adjustment (15%), but not Nunavut and Local. If the Inuit employees are Nunavut Residents, but not located in the benefitting community, they qualify for the Inuit and Nunavut adjustments, but not the Local adjustment (20%).

II. Other/Miscellaneous Expenses/Sub-Consultants:

This section is for both the main Contractor (the proponent) and any Sub-Contractor. Some of the work may have to be done by another contractor. This is referred to as a 'sub-contract'. If any other services required for the completion of the contract will be provided by the proponent or any other business, it must be identified here. If the proponent or other company is a Nunavut Business listed on the NNI Secretariat's Nunavut Business Registry, then they will get the Nunavut adjustment (5%). If they are listed in the NTI Inuit Firms database, then they will get the Inuit Firm adjustment (5%-15%, depending on their percentage of ownership). If the company is listed in both databases, they get both adjustments. If they are also located in the benefitting community, then they get the additional Local adjustment (5%). If the company is not on either the NNI or NTI List, it does not qualify for a bid adjustment of any kind. If a company name is not provided, bid adjustments are not provided.

Application of NNI & NTI Adjustments:

Adjustments are applied to the sub-total dollar values associated with each listed component and sub-consultant or supplier according to their registration status. Accordingly, the Evaluation Committee will check the NNI and NTI websites to verify that the company named in the form is actually registered and eligible for adjustments. Adjustments will be given according to the company's registered status.

For Example, if the proponent indicates that a company is both a Nunavut Business and an Inuit Firm by placing check marks in the 'Nunavut' and 'Inuit' columns, and the Evaluation Committee determines that the company is included on the NNI Registry but is not included on the NTI Inuit Firms Listing, then the Nunavut adjustment will be allowed, but the Inuit adjustment will be denied.

NOTE: If the proponent does not indicate a status in a checkbox, the Evaluation Committee will not allow adjustments even if it finds a company on a list. Registration in the NNI and NTI registries requires annual updates; therefore, proponents are encouraged to check the NNI and NTI websites to verify the status of any company they propose in carrying out the work. Proponents should also ensure that their own information is up to date. Inuit Firm and Nunavut Business directory registration numbers can also be used instead of actual business names. Where there is a discrepancy between the company named in the proposal and the company name on the websites, the website names and registration numbers shall govern.

Total Labour Value: is the total of all of the individual team members assigned to tasks in the project and listed in each row.

Total Goods and Services Value: is the value of the proponent's own involvement, as well as the involvement of other consultants and suppliers with the labour values excluded.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

NNI EXAMPLE:**Mixed Goods & Services RFP (Supply and install playground equipment)**

This scenario is for a solution of mixed goods and services. A substantial amount of labour and materials will be required to complete the contract. Nunavut Suppliers must register with the NNI Secretariat to get the Nunavut and Local adjustments on the supply portion of the contract. Inuit Firms need to be registered with NTI to get the Inuit and Local adjustment. The bid adjustment cap (\$125,000) applies to the value of this type of contract¹. In this example below, two companies respond to the RFP call.

Note: that in this example, after the word Inuit in the NNI Status column, there is a number (1, 2 or 3). This identifies if the Inuit firm is in the First, Second or Third category of Inuit ownership status and the corresponding adjustments of 5%, 10% or 15%. (For Inuit labour the adjustment is automatically the full 15%. No numbers are required).

Note: in this example the numbers in smaller font in front of each line item correspond with the information in the NNI Application Forms or adjustment tables that follow. This is done so that we can see where the numbers originate and how the adjustments are applied.

Step 1: Determine Allowable NNI Adjustments

<u>Company A</u>	<u>Inuit, Local</u>			
<u>Line Item</u>	<u>NNI Status</u>	<u>Bid Prices</u>	<u>Allowable Adjustments</u>	
¹ ‘Own Forces’ Labor Nunavummiut)	Inuit, Local, Nunavut	\$ 25,000	25% (Local Inuit are	
² ‘Own Forces’ Labor	Other	\$ 15,000	0% (Ontario)	
⁵ Supplier A, Equipment	Nunavut, Inuit (3), Local	\$ 620,000	25%	
⁷ Supplier B, Equipment	Inuit (3), Nunavut, Local	\$ 15,000	25%	
⁶ ‘Own Forces’ Admin	Inuit (3), Local	\$ 15,000	20%	
⁸ Sub-Contractor A, Equip.	Inuit (2)	\$ 15,000	10%	
³ Sub-Contractor’s Labour	Inuit, Nunavut	\$ 5,000	20%	
⁹ Sub- Contractor B, Equip.	Nunavut, Local	\$ 10,000	10%	
⁴ Sub-Contractor’s Labour	Nunavut, Local	\$ 2,500	10%	
Total Bid Price of Company A		\$722,500		

¹ NNI Regulations, s.7.10, page 7 of 32

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

<u>Company B</u>	<u>Nunavut, Local</u>			
<u>Line Item</u>	<u>NNI Status</u>	<u>Bid Prices</u>	<u>Allowable Adjustments</u>	
1 'Own Forces' Labour		Nunavut, Local	\$ 30,000	10%
2 'Own Forces' Labour (Newfoundland)		Other	\$ 10,000	0%
5 Supplier A, Equip.	Nunavut, Inuit (3), Local	\$ 620,000		25%
6 Supplier B, Equip.	Nunavut, Local	\$ 10,000		10%
4 'Own Forces' Admin	Nunavut, Local	\$ 20,000		10%
7 Sub-Contractor A, Equip.		Other	\$ 20,000	0%
3 Sub-Contractor's Labour		Other	\$ 10,000	0%
Total Bid Price of Company B		\$720,000		

Step 2: Calculate Allowable NNI Adjustments to Determine NNI Adjusted Bid Price**Company A (Inuit, Local): Total Unadjusted Price of Contract A. \$ 722,500.00**

I. Value of Labour / Work to be completed by the Contractor or Sub-Contractors. Bidder must have provided name(s), residency and dollar values for existing worker(s) in their bid where workers exist. Where the labour force is not yet hired, bidders must identify the dollar values for workers by status category. To calculate the adjustments multiply the Value of Labour by the Total Adjustment Percentage factor.

Labour/Payroll Breakdown Table							
Worker Name & Residency and Role on the Team	Value of Labour (\$)	Nunavut Resident 5%	Inuit Resident 15%	Local Resident 5%	Other Resident 0%	Total Adjustment %	Value of Adjustment (\$ x %)
1 Company A Labour is Inuit & Local <i>(Local Inuit are considered Nunavummiut)</i>	\$25,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$6,250
2 Company A also has Other Labour (Ontario)	\$15,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00
3 Sub-Contractor A Labour is Inuit & Nunavut	\$5,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20%	\$ 1,000
4 Sub-Contractor B Labour is Nunavut & Local	\$2,500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 250

Total Value of Adjustments on Labour B. \$ 7,500

II. Value of Sub-Contractors & Material Suppliers. Bidder must have provided Name(s) and Dollar Values for all Sub-Contractors and the Name(s), Dollar Values and Commodity of materials to be provided by each Supplier listed in their bid. To calculate the adjustments, multiply the Value of Materials by the Total Adjustment Percentage.

Fees/Price Breakdown (materials, equipment, overhead, mark-up)

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Contractor Name & Location and Type of Commodity	Value of Sub or Supplier (\$)	Nunavut Business 5%	Inuit Firm 5, 10 or 15%	Local 5%	Other Business 0%	Total Adjustment %	Value of Adjustment (\$ x %)
⁶ Company A Admin (Inuit & Local)	\$15,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20%	\$ 3,000
⁵ Supplier A (Nunavut)	\$ 620,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 155,000
⁷ Supplier B (Inuit (3) & Local)	\$ 15,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 3,750
⁸ Sub-Contractor A (Inuit(2))	\$ 15,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10%	\$ 1,500
⁹ Sub-Contractor B (Nunavut & Local)	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 1,000

Total Value of Adjustments on Sub-Contractors and Suppliers

*C. \$ 125,000

III. Determine Total Value of Adjustments (B + C)

*D. \$ 125,000

VI. Determine Total Adjusted Proposal Price (A - D)

E. \$ 597,500

*Bid Adjustment Cap of \$125,000 applies

The steps above are repeated for Company B (see next page).

Company B (Nunavut, Local): Total Unadjusted Price of Contract A. \$ 720,000.00

I. Value of Labour / Work to be completed by the Contractor or Sub-Contractors. Bidder must have provided name(s), residency and dollar values for existing worker(s) in their bid where workers exist. Where the labour force is not yet hired, bidders must identify the dollar values for workers by status category. To calculate the adjustments multiply the Value of Labour by the Total Adjustment Percentage.

Labour/Payroll Breakdown Table							
Worker Name & Residency and Role on the Team	Value of Labour (\$)	Nunavut Resident 5%	Inuit Resident 15%	Local Resident 5%	Other Resident 0%	Total Adjustment %	Value of Adjustment (\$ x %)
¹ Company B Labour is Nunavut & Local	\$30,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$3,000
² Company B also has Other Labour (Newfoundland)	\$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00
³ Sub-Contractor A Labour is Other	\$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Labour

B. \$ 3,000

II. Value of Sub-Contractors & Material Suppliers. Bidder must have provided Name(s) and Dollar Values for all Sub-Contractors and the Name(s), Dollar Values and Commodity of materials to be provided by each Supplier listed in their bid. To calculate the adjustments, multiply the Value of Materials by the Total Adjustment Percentage factor.

Fees/Price Breakdown (materials, equipment, overhead, mark-up)

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Contractor Name & Location and Type of Commodity	Value of Sub or Supplier	Nunavut Business 5%	Inuit Firm 5, 10 or 15%	Local 5%	Other Business 0%	Total Adjustment %	Value of Adjustment (\$ x %)
⁴ Company B Admin (Nunavut & Local)	\$20,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 2,000
⁵ Supplier A (Nunavut/Inuit(3)/Local)	\$ 620,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 155,000
⁶ Supplier B (Nunavut/Local)	\$ 10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 1,000
⁷ Sub-Contractor A (Other)	\$ 20,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Sub-Contractors and Suppliers *C. \$ 125,000

III. Determine Total Value of Adjustments (B + C) *D. \$ 125,000

VI. Determine Total Adjusted Proposal Price (A - D) E. \$ 595,000

Company A has the lowest price after NNI Adjustments.

*Bid Adjustment Cap of \$125,000 applies

Bidders will be given a similar form to fill out and submit with their bid.

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

APPENDIX "L"

Pro-Forma Contract

RFP 2017-65, Supply of Refined Bulk Petroleum Products

The successful proponent for the supply of petroleum products will be expected to enter into a contract containing but not limited to the provisions set out below and the following Schedules:

Schedule A	Petroleum Product Specifications
Schedule B	Bulk Petroleum Product Quantity and Pricing
Schedule C	Quality Assurance and Testing Requirements
Schedule D	Insurance Requirements

1.0 INTERPRETATION

In this Agreement, unless their subject-matter or context is inconsistent, the following terms shall have the following meanings:

- 1.1 "Approved Sources" has the meaning set out in s. 5.3;
- 1.2 "Community" and "Communities" means one or all, as the case may be, of the , hamlets, and cities located in the Qikiqtaaluk (Baffin), Kivalliq, and Kitikmeot regions of Nunavut and referenced in the definition of "Delivery Points";
- 1.3 "Contract Security" means the contract security more particularly described in Section 15 of this Agreement;
- 1.4 "Deliver", "Delivery" or "Delivered" means, in relation to a particular quantity of Products, the discharge of Products from the Contractor's Vessels (unless otherwise specifically provided in this Agreement) to the receiving manifold of the applicable Community Delivery Point;
- 1.5 "Delivery Points" means the physical transfer points of the Products from the Seller's vessel to the Buyer's shore receiving manifold at the Communities, particularized as follows:

Qikiqtaaluk Communities	Kivalliq Communities	Kitikmeot Communities
Igloolik	Rankin Inlet	Cambridge Bay
Hall Beach	Arviat	Gjoa Haven
Pond Inlet	Chesterfield Inlet	Taloyoak
Clyde River	Baker Lake	Kugluktuk
Arctic Bay	Coral Harbour	Kugarruk
Resolute Bay	Naujaat (Repulse Bay)	
Grise Fiord	Whale Cove	
Kimmirut	Sanikiluaq	
Cape Dorset		
Pangnirtung		

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Qikiqtarjuaq		
Iqaluit		

- 1.6 "Dollars" means in Canadian currency and all sums, prices, payments and amounts stated or contemplated are or shall be in Canadian currency. The Bank of Canada noon rate shall be used in converting from U.S. to Canadian currency, if applicable;
- 1.7 "Force Majeure Event" means an event causing a delay or failure to perform a Party's obligations under this Agreement due to causes which are beyond that Party's reasonable control, without their fault or negligence, including, without limitation, acts of God, acts of civil or military disturbance, fires, explosion, breakdown of machinery or equipment, floods, epidemics, wars, riots, labour disputes; or inability to obtain products or material as a result of the foregoing;
- 1.8 "GN" means the Government of Nunavut, as represented by the Minister of Community and Government Services;
- 1.9 "Independent Certified Laboratory" also referred to herein as the "Marine Surveyor" or the "Independent Marine Surveyor" shall mean _____ or, another ISO 9001 or ISO 17025 certified laboratory/surveyor experienced in Arctic Bulk Petroleum Product shipping;
- 1.10 "Initial Term" has the meaning attributed to that term in paragraph 2.1 of this Agreement;
- 1.11 "Products" means the Unbranded refined petroleum products required by the Buyer and which the Contractor is to Supply and Deliver, in accordance with this Agreement; namely Premium Unleaded Automotive Gasoline, Winter Grade Type 3, Volatility Class D; Ultra-Low Sulphur Diesel Fuel and Turbine Fuel, Aviation, Kerosene Type, Jet A-1;
- 1.12 "Product Price" or "Purchase Price" means the purchase price of the Products, as applicable, calculated in accordance with Schedule B, as set out in Section 2 of this Agreement;
- 1.13 "Proposal" means the Proposal dated _____ and submitted by the Contractor in response to RFP#2017-65 issued by the GN;
- 1.14 "Regional Lifting Schedule" means the schedules created annually, pursuant to the process set out in Schedule B;
- 1.15 "Supply" and "Supplied" means the procurement by the Contractor of Products meeting the GN's specifications as set out in this Agreement, and the sale of such

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

Products to the GN at the Supply Point in accordance with the terms of this Agreement;

- 1.16 "Supply Period" means the annual period, approximating but not defined by the calendar year, in which Product is sourced, transported, and Delivered according to this Agreement , and ending when shipping is no longer practical due to freeze-up;
- 1.17 "Supply Point" means the physical transfer point of the Products from the refinery or storage facility on shore into the Contractor's vessel;
- 1.18 "Transportation", "Transport" or "Transported" means the physical conveyance by Vessel (unless otherwise specifically provided in this Agreement) of the Products by the Contractor from the Supply Points to the applicable Delivery Points;
- 1.19 "Transportation and Delivery Unit Price" means the unit price per litre of Products Transported and Delivered to the Delivery Points which is payable by the GN to the Contractor pursuant to this Agreement for Transportation and Delivery services, all as specified in Schedule__ to this Agreement;
- 1.20 "Unbranded" means as such term applies to the Products, that such Products are sold subject to a restriction not to be advertised, promoted or in any way represented or sold with any reference to or display of the Contractor's trademark, trade name or colour scheme. Such restriction shall not preclude a disclosure necessitated under the confidentiality provision in Section 22.3 of this Agreement;
- 1.21 "Vessels" means ocean-going tankers and other vessels, duly certified to operate in Canadian Arctic waters pursuant to the Arctic Shipping Pollution Prevention Regulations (ASPPR), under the *Arctic Waters Pollution Prevention Act* (AWPPA), and in this Agreement the singular shall include the plural and vice versa.

2 TERM

- 2.1 This Agreement shall be for an initial term (the "Initial Term") **commencing late January 2018 and terminating on 30 November, 2022**, subject to the termination and renewal provisions contained in this Agreement.
- 2.2 In the event that this Agreement is not terminated during the Initial Term, the GN shall have the right to renew the terms and conditions of this Agreement, subject to agreement upon the calculation of the Purchase Price, for an additional one year term commencing simultaneously with the expiration of the Initial Term, including without limitation, the further right to renew the terms and conditions of this Agreement, subject to agreement upon the calculation of the Purchase Price, for a second additional one year term commencing simultaneously with the expiration of the first additional term, provided that the GN gives written notice to the Contractor of its exercise of the first additional one year renewal right on or before 120 days prior to expiry of the Term and the GN gives written notice of its exercise of the second additional one year renewal right on or before 120 days prior to expiry of the Term, as renewed or extended. The applicable Purchase Price for each of the additional years

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
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requires the mutual agreement of the Contractor and the GN and in determining the then Purchase Price, the Contractor and the GN may take into account the then market related discounts.

3 PURCHASE AND SALE

- 3.1 Subject to the terms and conditions of this Agreement, and in reliance on the representations and warranties set forth in this Agreement, the Contractor agrees:
- 3.1.1 to load into the Contractor’s Vessels at the Supply Points all Products sourced and supplied by the Buyer under this Agreement;
 - 3.1.2 to transport the Products from the Supply Points to the Delivery Points and to Deliver the Products at the Delivery Points;
 - 3.1.3 that the specifications of each of the Products when Delivered by the Contractor at the Delivery Points shall meet the applicable specifications set forth in Schedule A to this Agreement;
- 3.2 Subject to Section 3.4, the GN shall order and purchase all of its refined petroleum product requirements from the Contractor. Subject to the terms and conditions of this Agreement, and in reliance on the representations and warranties set forth in this Agreement, the GN agrees to pay the Purchase Price and the Transportation and Delivery Unit Price for the Products Supplied and Delivered by the Contractor. The Purchase Price for the Products and the Transportation and Delivery Unit Price shall be calculated in accordance with Schedule B, and the GN shall pay and satisfy the Purchase Price and Transportation and Delivery Unit Price, as applicable, in accordance with Schedule B and the Terms of Payment (Section 4) under this Agreement
- 3.3 Notwithstanding anything to the contrary in this Agreement, the GN may source and purchase refined bulk petroleum Products and marine carriage, transportation and delivery services for its needs in Nunavut from parties other than Contractor to the extent necessary either:
- 3.3.1 to meet an emergency requirement, provided that if such emergency requirement is capable of being met by the Contractor at a cost and in a manner acceptable to the GN, it is given the first opportunity to meet such emergency requirement;
 - 3.3.2 subject to complying with the relevant provisions of this Agreement, to rectify a default by the Contractor in fulfilling its obligations under this Agreement;
 - 3.3.3 to meet volume requirements or grades of petroleum Products which the Contractor is unable or unwilling to transport and deliver at a cost and in a manner acceptable to the GN (including, without limitation, an Extraordinary Volume as that term is described in Schedule B);
- 3.4 If the GN wishes to exercise its rights under Section 3.4 it shall provide written notice to the Contractor and the Contractor shall have five business days to provide a written

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proposal acceptable to the GN, after which the GN shall be free to contract with any other party with respect to the subject shipments.

- 3.5 The Parties have agreed that from time to time, and notwithstanding the scheduling process set forth in section 6 of this agreement, it may be beneficial for the GN to pre-purchase Products as part of the supply program to be carried out under this Agreement. When the parties agree on a pre-purchase, the Contractor shall be entitled to invoice the Buyer for the pre-purchased Petroleum Products and the GN shall accept Delivery of the Products at any agreed-upon interim storage facility if such a facility is being used for the pre-purchase, and at such time as the Independent Certified Laboratory has certified that the quantity and quality of the Products conform with the expected Product volumes and specifications pursuant to Schedules A and B of the Agreement;
- 3.6 The Contractor shall be entitled to invoice the GN sixty percent (60%) plus one hundred percent (100%) of the Good and Services Tax immediately following the pre-purchase of said Petroleum Products, and the GN shall process payment within 5 days of approval of the invoice for product and 30 days for transportation, (or 20 days if the Contractor is a registered Nunavut business under the NNI Regulations).
- 3.7 All risk associated with the pre-purchased Products shall remain vested with the Contractor from the date of the pre-purchase until the final delivery to the community Delivery Points has been completed, as further set out in section 11.3 of this Agreement.

4 TERMS OF PAYMENT

- 4.1 Unless otherwise agreed in writing, the Purchase Price and Terms of Payment for the Products Supplied, Transported and Delivered shall be determined in accordance with Schedule B of this Agreement.
- 4.2 Save and except for GST and any other tax payable on the sale transactions from Contractor to the GN, any tax, duty, charge or fee levied as a result of the transactions contemplated in this Agreement, shall be paid by the Contractor and shall not be paid by the GN. The GN shall pay applicable GST and any other taxes applicable to the sale transaction to it contemplated in this Agreement.
- 4.3 Payment will be made by electronic funds transfer within 5 days of receipt of the invoice for product and 30 days for transportation, (or 20 days if the Contractor is registered as a Nunavut business for the purposes of the NNI Regulations).
- 4.4 If the GN defaults in its obligations with respect to the payment terms, without prejudice to any other remedies or rights the Contractor may have pursuant to this Agreement or by law, the Contractor may suspend deliveries until such default is remedied to the Contractor’s satisfaction.. Amounts not paid when due shall bear interest at the current PODD interest rate used by the Receiver General for Canada and adopted by the Comptroller General for Nunavut both before and after default, demand or judgment.

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5 PRODUCT

- 5.1 The Contractor warrants that all Products sold to the GN under this Agreement are for ultimate use or consumption in Canada, save for the Turbine Fuel, aviation, Kerosene Type, Jet A-1 that may be consumed outside Canada.
- 5.2 The Contractor confirms for the benefit of the GN that the Transportation and Delivery Unit Price set forth in this Agreement is not in excess of the lowest charged to any other customer of the Contractor for like (eg: quantity, material risks, mix, time, place and method of delivery) transportation and Delivery of Products.
- 5.3 The Contractor shall source all Products from, and only from, the following Approved Sources, excepting only if it is required to implement the Supply Contingency Plan set out in Schedule _____.
- 5.4 The Contractor shall Deliver the Products in accordance with the requirements of Schedules _____. Without limiting the generality of the foregoing:
- 5.4.1 the Contractor shall provide testing and quality control practices, as set out in Schedule C, to ensure on-specification Product is loaded and delivered at the Supply Point; and
 - 5.4.2 the Contractor shall provide the services of the Independent Certified Laboratory where all product samples taken during the vessel loading can be immediately analyzed; and
 - 5.4.3 all findings (including, without limitation written reports) shall be provided to the GN in a timely manner so as not to delay further loading or departure of the vessel. For greater certainty, the Contractor shall be responsible for the costs for contracting the services of an Independent Certified Laboratory.
- 5.5 If at any time after delivery of any of the Products to the Delivery Points, any analysis of any sample taken prior to or at the time of Delivery reveals that the Products fail to meet the GN’s applicable specifications pursuant to this Agreement, then the GN:
- 5.5.1 shall forthwith notify the Contractor in writing, including all relevant details and the analyses;
 - 5.5.2 shall consult and co-operate with the Contractor to seek a method that would best mitigate the consequences of the failure of the Product but still meet the requirements of the GN for the applicable Products.

6 SCHEDULING

- 6.1 The GN shall provide the Contractor with the annual required volumes for transportation and Delivery of Products in accordance with the process set out in Schedule B for each Supply Period during the Term of this Agreement.

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- 6.2 The Parties agree to work cooperatively, reasonably and in good faith to develop annual transportation and Delivery schedules in accordance with Schedule B that both meet the scheduling requirements of the Contractor while providing flexibility to vary Vessel trip rotations to meet the immediate needs of the Communities during each Supply Period during the Term. The Contractor shall use its reasonable commercial efforts to provide a reasonable degree of flexibility to the GN in determining the annual lifting, loading, transporting and delivery scheduling.
- 6.3 The Parties agree to incorporate the Zone Date System (ASPPR) in planning the earliest and latest Vessel transportation and Delivery dates for the Delivery Points to ensure accord with the Shipping Safety Control Zones.
- 6.4 The Contractor shall notify the GN in advance if it cannot source Products from an Approved Source and shall source Products in accordance with its Supply Contingency Plan set out in Schedule ___. Notwithstanding the foregoing, all Products Supplied (including, without limitation, under the Contractor’s contingency plan) shall conform in all respects to the specifications in Schedule A and shall be warranted by the Contractor in accordance with this Agreement.
- 6.5 The Parties agree to communicate and co-operate with each other and their respective employees and agents while performing each of their obligations under this Agreement in order to ensure effective, timely and proper Delivery of the Products.
- 6.6 The Parties acknowledge and agree that Delivery to the Delivery Points by Vessel is ordinarily only possible during the months of July through to September but in every instance is dependent on ice and weather conditions, which exist in any Supply Period. The Parties further acknowledge and agree that the Delivery of Products to the Delivery Points is a vital and essential service to the communities in the Qikiqtaaluk (Baffin), Kivalliq, and Kitikmeot Regions. Therefore, time is of the essence of this Agreement.
- 6.7 Each Party agrees to participate in timely pre and post-delivery consultation meetings in each year of the Term. The Parties shall consult and confer to develop methods by which the transportation and Delivery of Products are made more efficient and to prevent disputes.
- 6.8 The Parties agree that the latest date to implement a contingency plan, due to ice blocking the access to the Communities, is July 31 of each supply year. The parties shall set schedules based upon a review of the available data on ice condition predictions, by which both Parties can again review the ice conditions as the shipping entry season approaches.

7 TRANSPORTATION AND DELIVERY

- 7.1 Without limiting the generality of the Contractor’s obligations under this Agreement, the Contractor shall:
- 7.1.1 Load, transport and Deliver the Products in accordance with the specifications and variations as stipulated in Schedule _____ herein and to allow up to four hours after receipt of petroleum Products into shore

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storage at the Delivery Points before the commencement of shore storage quality and quantity analysis, as specified in Schedule ____;

- 7.1.2 use only Vessels that are in full compliance with this Agreement and have them available to load the annual volumes, identified in Schedule B, at the designated Supply Points, as per the agreed to Regional Lifting Schedule, for each resupply year;
 - 7.1.3 ensure all Vessels being used in the performance of the obligations required under this Agreement are in compliance with all requirements under the Arctic Waters Pollution Prevention Act (AWPPA) and the Canada Shipping Act (CSA) and meet requirements as set out in Schedule__ herein;
 - 7.1.4 maintain full compliance with all regulatory bodies and in this regard, maintain an ongoing program of review and renewal of all Vessel certificates which shall be implemented and reported to the GN prior to each annual Supply Period; comply fully with all marine carrier information and vessel requirements at Supply Points.
 - 7.1.5 ensure that ISO 9002 Loading Procedures for Bulk Refined Petroleum Products are fully complied with during the loading of Products to the Contractor’s Vessels; and
 - 7.1.6 provide the petroleum Products transportation and Delivery to Communities in a manner that respects the safety of individuals and the protection of the natural environment.
- 7.2 The Contractor shall provide and operate all ancillary equipment required by the Contractor to load and discharge the Products from the Contractor’s Vessel at the Supply Points and Delivery Points, as applicable, in accordance with the applicable provisions of Schedules _____;
- 7.3 The Contractor shall load, transport, handle and Deliver the Products in accordance with Schedule C- Quality Control and Testing Procedures. Without limiting the generality of the foregoing:
- 7.3.1 the Contractor shall provide the services of the Independent Certified Laboratory to conduct all Product sampling and analysis during the vessel loading in accordance with this Agreement;
 - 7.3.2 the Independent Certified Laboratory personnel shall confirm that all quality control and testing procedures and regimens have been met;
- 7.4 Every Vessel shall have valid certificate(s) showing it to be Ice or Arctic class as determined by a recognized tanker classification society.
- 7.5 The Contractor shall comply with all applicable laws, Statutes and legally binding guidelines, codes, bylaws and/or orders of all regulatory agencies having jurisdiction over the loading, transportation, delivery, discharging and handling of bulk refined petroleum products specific to arctic operations as well as those that are typical of operations south of 60 degrees north, as may be amended from time to time

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including, without limitation those applicable aspects of the guidelines, certifications, instructions and statutes described in Schedules ____;

- 7.6 The Contractor shall follow industry standard loading procedures during the loading of Products at the Supply Points into the Contractor’s Vessels. The Contractor agrees to provide the GN with a written copy of loading procedures to be followed by the Contractor or its supplier, prior to the first Supply Period, and to provide a written copy of any amendments to such loading procedures during the Term of this Agreement.
- 7.7 The GN will provide all shore side personnel (who shall be duly qualified), appropriate facilities (duly certified) and assistance as may reasonably be required to enable the Contractor to complete in a timely manner the transfer of the Products from the Contractor’s Vessel to the GN’s shore receiving manifold at each Delivery Point.
- 7.8 The GN, at its cost, may have a representative, experienced in the loading, transportation and delivery of petroleum products in the Canadian Arctic, monitor compliance with the quality control testing procedures and requirements prescribed in this Agreement, provided that such monitoring does not in any way impede the Contractor in meeting its obligations under this Agreement.

8 OTHER OBLIGATIONS

- 8.1 The Contractor shall be responsible for obtaining all permissions, rights or licenses from agencies, levels of government and/or government departments which may necessary or required by any law in order to carry out its obligations under this Agreement.
- 8.2 This Agreement shall be performed by the Contractor in a manner that is consistent with what is customary for contracts of this nature and all terms and conditions used herein will be interpreted and/or understood in accordance with custom and usage in the trade, having regard to normal Arctic conditions.
- 8.3 The Contractor shall ensure that its communications with the public and any services provided to the public that are required by this Agreement, including: public signs, posters and commercial advertising; and customer and client services, shall be provided in Inuktitut in a manner that is at least equally prominent with any other Language used and in compliance with section 3 of the Inuit Language Protection Act, S.Nu. 2008, c. 17 .

9 MEASUREMENT AND TEMPERATURE CORRECTION

- 9.1 Measurements of volumes with respect to Products purchased by Buyer from the Seller pursuant to this Agreement will be adjusted to reflect a temperature of 15° Celsius. Measurements of volumes will take place at the Delivery Points and verified by the Independent Certified Laboratory.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Contractor represents and warrants that
- 10.1.1 It is duly incorporated and existing under the laws of Canada and duly registered as an Extra-Territorial Corporation pursuant to the laws of Nunavut;

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- 10.1.2 It has all necessary authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- 10.1.3 Its transportation and Delivery infrastructure and operations are in, and shall maintain, compliance with this Agreement in all respects;
- 10.1.4 It has the required contractual relationships, financial ability and infrastructure to guarantee, and hereby guarantees, that the Delivery of Products to the Delivery Points in accordance with this Agreement shall occur in each Supply Period of the Term, without limitation (save and except for any delay arising solely as a result of the GN's negligent or wilful act or omission in breach of this Agreement, or a Force Majeure Event).
- 10.2 All statements made after the date of this Agreement contained in any certification or other instrument delivered by or on behalf of a Party pursuant to or in connection with transactions contemplated by this Agreement shall be deemed to be made by that Party under this Agreement.
- 10.3 Immediately prior to the delivery of the Products to the GN, the Contractor will be owner of the Products, with good and marketable title, free and clear of any liens, charges, encumbrances, or rights of others (other than statutory liens for taxes, assessments, and other governmental charges the payment for which is not yet due and owing) and will be exclusively entitled to possess and dispose of the same; and
- 10.4 The Products shall at the time of supply and delivery at the Delivery Points be of the kind, grade, quality and conform to the specifications described in Schedule A and shall be fit for their intended purpose.
- 10.5 Upon the written request of the GN, the Contractor, during the term of this Agreement, including as it may be renewed or extended from time to time, will provide the Buyer with specialized technical Product information and advice to assist in the prevention and or amelioration of problems that may arise in the use of the Products.

11 ACCEPTANCE, TITLE AND RISK

- 11.1 The GN shall not be required to accept the Delivery of any Products until such time as the Independent Certified Laboratory has certified that the quantity and quality of the Products conform to the expected Product volumes and specifications pursuant to Schedules and the Contractor is able to Deliver the Products in accordance with this Agreement.
- 11.2 Title to the Product shall pass to the Contractor upon completion of the loading of applicable Product into Vessels at the Supply Points and once the GNr is required to unconditionally accept the Product.
- 11.3 Notwithstanding the GN's acquisition of title to the Products, custody of the Products will remain vested with the Contractor until Delivery has occurred at the Delivery Points, and title to the Products and the risk for the Products will pass to the GN at its vessel receiving manifold at the Delivery Point. All risk regarding the Products including, without limitation, Product quality and quantity, environmental risk

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and risk of non-delivery and alternative delivery, shall remain vested in the Contractor to and until such time as the Products are Delivered at the Delivery Points.

- 11.4 Passage of title or risk shall not in any way affect or limit in any way the GN’s rights where the Products (in whole or in part) fail to meet the quality or quantity required under this Agreement or with respect to actual or threatened non Delivery.
- 11.5 The Contractor shall be entitled to invoice the GN for the Transportation and Delivery Unit Price of applicable Products, and the GN shall unconditionally accept the Delivery of the Products at the applicable Delivery Points, at such times as the Products are Delivered in accordance with the terms and conditions of this Agreement and the Independent Certified Laboratory has certified that the quantity and quality of the Products conform with the expected Product volumes and specifications for such Delivery Point pursuant to Schedule A.

12 NOTIFICATION OF SPILLS DURING DELIVERY

- 12.1 The GN shall provide the Contractor with immediate notification, (which notification may initially be verbal, but must be subsequently confirmed in writing) of the details of any spill of Products occurring during the delivery of Products to the GN by the Contractor at the Delivery Point.

SUBSTANTIATED CLAIMS

- 12.2 The Contractor shall be responsible for the GN’s substantiated claims of defects in quality and shortage of quantity of delivered Products as certified by the Independent Certified Laboratory, but only if given a reasonable opportunity to inspect such Products and if notified by the GN in writing with complete written facts justifying the claim within ninety-six (96) hours of Delivery with respect to shortages, and with respect to defects within forty-eight (48) hours of the time that GN acquired, or should reasonably have acquired knowledge of such defects.
- 12.3 In the event of a substantiated claim under Section 13.1, the Contractor will at its own expense, rectify such Product shortfall or defect in quality (including, without limitation, replacement, disposal and transportation costs of defective Product, if applicable) within 7 calendar days notification of the claim by the GN; or present to the GN, within 7 calendar days of notification of the claim by the GN, a plan satisfactory to the GN to rectify such Product shortfall or defect in quality (including, without limitation, replacement, disposal and transportation costs of defective Product, if applicable) at the Contractor’s expense within the current Supply Period.
- 12.4 If the Contractor is unable to rectify a defect in Product quality or quantity to the satisfaction of the GN, acting reasonably and in good faith, as set out above, the GN may treat such failure as a default under this Agreement and replace or rectify such defective Product as it sees fit, and shall exercise any of its rights under this Agreement, at law or in equity, including, without limitation under the Contract Security.
- 12.5 In the event of an occurrence of a defect in Product quality for which the GN is not responsible under this Agreement, at law or in equity, the Contractor will exercise its reasonable commercial efforts to assist the GN in the remediation of such defective Product at the GN’s expense.

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- 12.6 Notwithstanding anything to the contrary in this Agreement, the Contractor shall be responsible for the costs of all additional on-board or discharge tests by the Independent Certified Laboratory required as a result of a substantiated claim more particularly described in this Section 13.
- 12.7 If the Contractor is unable to Supply Products from an Approved Source as contemplated in any Supply Period it shall forthwith notify the GN and shall propose to Supply Products from an alternative supplier in accordance with its Contingency Plan contemplated in Schedule ___. All Products and alternatively Supplied Products shall conform in all other respects (including, without limitation, quality specifications) to the requirements of this Agreement
- 12.8 If the Contractor is unable to transport and Deliver Products as contemplated in any Supply Period, it shall forthwith notify the GN and shall transport and Deliver the Products in accordance with its Contingency Plan set out in Schedule ___. All alternative transportation and Delivery of Products shall conform in all other respects to the requirements of this Agreement.
- 12.9 All costs for alternative transportation and Delivery services shall conform in all respects (including Transportation and Delivery Unit Pricing) to the requirements of the Contingency Plan set out in Schedule ___.

13 DEFAULT

- 13.1 The Contractor shall be in default of this Agreement:
- 13.1.1 if a receiver, receiver-manager or trustee in bankruptcy is appointed on behalf of the Contractor and not dismissed or otherwise removed within fifteen (15) days of the date of the appointment, or if the Contractor is assigned into bankruptcy and such assignment is not dismissed or vacated within fifteen (15) days of the date of such assignment or if the Contractor otherwise takes advantage of legislation available to insolvent debtors;
- 13.1.2 if the Contractor ceases or threatens, in writing, to cease carrying on business;
- 13.1.3 if any of the Contractor’s material property involved in the performance of its obligations under this Agreement has been seized and such seizure is not dismissed or otherwise for any reason ended within fifteen (15) days of the date of such seizure; or
- 13.1.4 if the Contractor fails (or threatens to fail) to fulfill one or more of its material obligations under this Agreement and the GN gives written notice to the Contractor in respect thereof, and the Contractor shall not have either:
- 13.1.4.1 rectified that obligation within seven (7) calendar days of receipt of such notice; or
- 13.1.4.2 provided within seven (7) calendar days of receipt of such notice, a rectification plan which in the opinion of the GN, acting

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reasonably, is acceptable and adequate in the circumstances and the Contractor continuously and diligently carries out such rectification plan.

13.2 In the event that the Contractor is in default as specified in paragraph 14.1

The GN shall, subject to Sections 13.1 and 13.2:

13.2.1 forthwith notify the Contractor in writing of the default and provide particulars of same; and

13.2.2 permit the Contractor to remedy the default within a specified and reasonable period of time given the nature and extent of the default and the time available to ensure proper performance of the transportation and Delivery. However, if the GN determines, acting reasonably, that due to the nature and circumstances of the default, and the time constraints then applicable to ensure proper transport and Delivery to the Communities, that other action is necessary to rectify the default, then the GN may:

13.2.3 do any act it deems necessary, acting reasonably, to rectify said default;

13.2.4 claim or draw against, convert, or invoke the Contract Security for its own use in the manner specified in this Agreement; and employ such means as it sees fit, acting reasonably, to complete the transportation and Delivery and pursue any remedy it may deem necessary in the circumstances including but not limited to an action against the Contractor for the recovery of damages, and/or terminate this Agreement.

14 CONTRACT SECURITY

14.1 The Contractor shall throughout the Term of this Agreement, as security for the proper performance of its obligations under this Agreement, maintain and provide the GN with either a Demand Performance Bond or an Irrevocable Letter of Credit (the “Security”) in the total amount of ninety million dollars (\$90,000,000.00) issued by or drawn on account of a mutually acceptable Canadian lending or insurance institution. The form of Demand Performance Bond shall be approved by the GN, acting reasonably, prior to issuance by the proposed issuer. Said Security shall remain in effect at all times during the term of this Agreement and any extensions or renewals thereof.

14.2 If the GN makes demand upon said Security at any time, it shall receive full or partial payment thereunder as the case may be. Nothing in this paragraph 15 or any action taken with respect to the Security or any replacement thereof shall be construed as limiting any claim for damages, which the GN may otherwise have against the Contractor pursuant to this Agreement.

14.3 The GN agrees not to demand on the Security except and to the extent reasonably required to protect itself from loss on account of the Contractor’s default.

14.4 If the GN claims, draws against, converts or invokes all or part of the Security, any balance after payment of amounts properly due to the GN related to the Contractor’s failure to fulfill obligations under this Agreement shall be paid to the Contractor unless

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the Contractor is continuing to be in default in which event the balance may be held as security by the GN for the Contractor’s future performance.

14.5 Termination of this Agreement will not affect the GN’s rights under the Contract Security then held. Any demand on the drawing made against the Security by the GN on any reasonable basis shall not be construed as a breach of this Agreement by the GN.

14.6 Seller shall deliver the initial Security, duly executed by the issuing party, to the Buyer within fifteen (15) days of the execution of this Agreement.

14.7 Upon termination of this Agreement, whether by reason of default or expiration of the Term, the GN shall return the Security to the Contractor subject to the GN’s right to draw against the Security in accordance with the terms of this Agreement to the date of termination or expiration of the Term.

15 INSURANCE, LIABILITY AND INDEMNIFICATION:

15.1 The Contractor shall throughout the Term of this Agreement provide and maintain Insurance in accordance with Schedule D of this Agreement and shall provide the GN, forthwith upon request, with a Certificate from the Contractor’s insurer to evidence same.

15.2 The Contractor shall indemnify and hold harmless the GN, its officers, employees, servants and agents from and against all injuries, claims, liabilities, actions, causes of actions, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner (including, without limitation, relating to environmental contamination or remediation, and non-delivery) based upon or related to the negligence, gross negligence, willful misconduct or breach of contract of the Contractor or its permitted agents, subcontractors and assigns under this Agreement. This indemnity shall survive the termination and or expiration of this Agreement.

15.3 Except as relating to a third party claim against either Party, neither Party will be liable for any special, indirect, consequential or punitive damages, suffered or incurred by the other Party whether as a result of loss of profit, business interruption, termination of contracts, in tort, in contract, by statute, under any indemnity provision or otherwise, arising from or in connection with these terms and conditions of supply or deliveries made pursuant hereto, or a Party’s performance of or failure to perform its obligations under this Agreement.

16 INUIT TRAINING PLAN:

16.1 The Seller shall facilitate the development of training opportunities for Inuit in accordance with the training plan set out in Schedule ___ hereof.

17 FINANCIAL ADMINISTRATION ACT

17.1 The GN represents and warrants to the Seller that: the GN has the necessary authority and capacity to enter into this Agreement and to perform its obligations under this Agreement, subject to section 46 of the *Financial Administration Act*,

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R.S.N.W.T. 1988, c. F4, (Nunavut) "It is a condition of every contract made by or on behalf of the Government of Nunavut requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."

- 17.2 In the event the application of the Nunavut *Financial Administration Act* results in the GN being unable to make an expenditure contemplated under this Agreement, then the Contractor shall, at the Contractor's option, be relieved of all obligations under this Agreement for the applicable Supply Period.

18 RESALE PRICES

- 18.1 Any Product purchased from the Contractor by the GN may be re-sold by the GN at such prices as it determines.

19 NOTICE

- 19.1 Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it to any Party, shall be sufficiently given if delivered personally, or if transmitted by facsimile, or other form of recorded communication, to that Party:

In the case of a notice to the GN at and to the attention of:

Director, Petroleum Products Division
P.O. Box 590, Rankin Inlet, NU X0C 0G0
Telephone No.: 867-645-8419
Facsimile No.: 867-645-3554

In the case of a notice to the Contractor at and to the attention of:

- 19.2 Any notice delivered to the other Party to whom it is addressed as provided shall be deemed to have been given and received on the day it is delivered at the address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice transmitted by facsimile, or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

20 FORCE MAJEURE

- 20.1 Neither Party shall be liable to the other for any delay in performing or failure to perform any obligations under this Agreement due to causes resulting from a Force Majeure Event. In the event of the occurrence of a Force Majeure Event, the Party claiming relief shall give prompt written notice thereof to the other Party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Upon the occurrence of a Force Majeure Event, the time for

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

performance of an obligation shall be extended for so long as such Party is so prevented from performance, provided that should the Force Majeure Event last for longer than 14 calendar days the Buyer may seek an alternative supplier pursuant to Section 3.4 of this Agreement. To the extent that the Force Majeure event is caused by the negligence or contributory negligence of a Party, that Party shall not be entitled to claim force majeure relief.

20.2 Each Party acknowledges and agrees that in Nunavut, weather is more severe and unpredictable than in the rest of Canada and that shipping schedules may be subject to minor changes, and that changes, stoppages and inconveniences of this sort will be taken into account in scheduling, planning and executing the schedule of Deliveries.

21 GENERAL

21.1 Neither this Agreement nor any rights, remedies, liabilities or obligations arising under it or by reason of it shall be assignable by any Party without the prior written consent of the other Party. Subject hereto, this Agreement shall endure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

21.2 This Agreement shall be performed by the Parties in a manner that is consistent with what is customary for contracts of this nature and all terms and conditions used herein will be interpreted and/or understood in accordance with custom and usage in the trade, having regard to normal Arctic conditions.

21.3 Except as required by law or any applicable regulatory authority, this Agreement and all related information shall be confidential and shall not be disclosed to any person except with the consent of both Parties and to the extent disclosure is required to fulfill the Parties obligations under this Agreement or at law (including, without limitation, pursuant to *the Nunavut Access To Information and Protection of Privacy Act*, S.N. W T.1994, c. 20). The Parties shall take all reasonable steps to ensure that confidential information is secured and this confidentiality covenant is fulfilled, except as required by law or by any court, regulatory or governmental authority or as is required for governmental approval of the Agreement. This covenant shall survive the termination of this Agreement.

21.4 This Agreement including the schedules attached hereto constitutes the entire Agreement between the Parties and sets forth all of the covenants expressed or implied, forming part of or in any way affecting or relating to this Agreement. The parties acknowledge that there are no representations or warranties expressed or implied, whether statutory, contractual or otherwise, either written or oral between the Parties other than those expressly set out in this Agreement. No implied terms or obligations of any kind by or on behalf of either the Parties shall arise from anything in this Agreement, and the express covenants and agreements herein contained and made by each of the Parties are the only covenants and agreements upon which any rights against the Parties shall be brought.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 21.5 The rights and remedies of the Parties expressed in this Agreement are cumulative and in addition to and not in substitution for any other right, power, or remedy available to them under this Agreement, at law or in equity.
- 21.6 No waiver by either party or any breach of any term, condition or covenant of the Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver with respect to a specific breach will not affect any rights of the parties relating to other or future breaches.
- 21.7 Each Party agrees that it will execute all documents and do all acts and things as the other Party may reasonably request and as may be lawful and within its respective power to do, to carry out or implement the provisions or intent of this Agreement.
- 21.8 There shall be no presumption that any ambiguity in this Agreement be resolved in favour of either Party, and that the *contra proferentem* rule shall not be applied in any interpretation of this Agreement.
- 21.9 This Agreement shall be governed by the laws of Nunavut and of Canada as they apply in Nunavut and the courts of Nunavut shall have exclusive jurisdiction to determine all disputes and claims arising between the parties. Notwithstanding the foregoing, the Parties agree that both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by negotiation any dispute between them. The Parties shall provide without prejudice frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 21.10 The expiration or termination of this Agreement for any reason shall be without prejudice to the accrued rights of the Parties hereto and shall not relieve the Parties hereto of any of their liabilities or obligations accrued hereunder at the time of such expiry or termination. All terms herein which by their context are intended to survive the termination or expiration of this Agreement shall do so.
- 21.11 In the formulation of any opinion, in the exercise of any discretion, or in the granting or withholding of any consent or approval, and in all dealings with each other pursuant to this Agreement, the Parties shall at all times act reasonably, in good faith and without unreasonable delay. Nothing in this Agreement is intended to replace or in any way derogate from any remedies available to the Parties at law or in equity.
- 21.12 The headings as to contents of particular provisions herein are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a modification of the scope of any terms or provisions of this Agreement.
- 21.13 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any Party by facsimile or email shall constitute valid and effective execution and delivery, but that Party shall immediately deliver to the other Party an originally executed copy of the Agreement.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

- 21.14 This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.
- 21.15 Each Party shall comply with all laws, including, without limitation, all requirements of statutes, regulations and guidelines of all regulatory agencies, including those having jurisdiction over the handling, supply, loading, transportation, delivery, discharging and handling of bulk refined petroleum products, as applicable.
- 21.16 If any provision or part of any provision in this Agreement is found to be invalid illegal, or unenforceable, such provision will be severable there from and the remainder thereof will be construed as if the invalid, illegal, or unenforceable provision or part thereof has been deleted there from.
- 21.17 Each Party agrees that it will execute all documents and do all acts and the things as the other Party may reasonably request and as may be lawful and within its respective power to do, to carry out or implement the provisions or intent of this Agreement.
- 21.18 This Agreement shall be interpreted in accordance with the laws of Nunavut and the laws of Canada applicable therein, and shall be treated in all respects as a Nunavut contract. Any reference to a statute includes the regulation made pursuant to it and any amendments that have the effect of supplementing, superseding or repealing such statute or regulation. The Courts of Nunavut shall have non-exclusive jurisdiction with respect to any legal proceedings arising out of this Agreement.
- 21.19 This Agreement is drafted in English by mutual consent of the Parties. In accordance with the Official Languages Act, this Agreement may be made available in any of the Official Languages of Nunavut. The English version of the Agreement shall prevail in the event of any inconsistency between it and any other version.

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21.20 The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Seller (or designate) and the Deputy Minister of Community Government & Services, of the Buyer (or designate), shall have considered the dispute. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. If the dispute is not able to be resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings.

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the _____ day of _____, 20____.

FOR THE CONSULTANT:

FOR THE GOVERNMENT OF NUNAVUT:

Name & Title

Name & Title

Signature

Signature

Witness Name & Title

Witness Name & Title

Witness Signature

Witness Signature

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

PRO FORMA CONTRACT - SCHEDULE “A”

GOVERNMENT OF NUNAVUT PETROLEUM PRODUCT SPECIFICATIONS

The GN requires bulk refined petroleum Products that complies with;

- (e) the requirements of the Canadian General Standards Board (CGSB) meeting the CAN/CGSB specification number and title set out herein and
- (f) the latest amendment or revision by the CGSB to the said specifications and
- (g) the laws of Canada which set out specifications or requirements in addition to the CGSB specifications and
- (h) the additional requirements of **the GN** as are herein specified:
all at the Delivery Points.

In the event that any specification is amended and published by the Canadian General Standards Board (CGSB) prior to January 1st in any year of this Agreement, it will apply to that year's Products. Amendments published and implemented later than January 1st in any year of this Agreement will become effective in the next Supply Period following the release of the amendment. Furthermore, if the CGSB amends any specification referred to in Schedule A and the requirements of the amended specification exceed the variations set forth in Schedule A, then the Contractor will provide the Product meeting the higher requirements of the amended specification. Conversely, if any such specification remains below the variations set forth in Schedule A; such variations will continue to govern.

Notwithstanding the above, in the event that the CGSB should adopt and publish an amendment that requires a specification change to any of the refined petroleum products herein, the Contractor shall supply the GN with refined petroleum products that meet the most current version of CAN/CGSB specification.

In addition, the GN reserves the right to revisit any specification herein prior to each annual Supply Period in consultation with the Contractor.

The Buyer requires a copy of each the Material Safety Data Sheet (MSDS) for each product supplied.

PRODUCT I

AUTOMOTIVE ULTRA LOW SULPHUR DIESEL FUEL, MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS BOARD:

CAN/CGSB - 3.517-2007 including latest Amendments and Revisions AND THE FOLLOWING OPTIONS AND/OR VARIATIONS SPECIFIED FOR THE GOVERNMENT OF NUNAVUT:

Options:	
Type:	Ultra Low Sulfur Diesel (ULSD)
Low Temperature Operability:	Cloud Point Minus 43 degrees Centigrade
Electrical Conductivity:	100pS/m minimum @ 4* Centigrade , for delivery at Nunavut communities.
Density:	Report at Load Point
Lubricity:	A lubricity additive shall be incorporated into the base fuel to meet the requirements of Para 6.22 of the above noted specification. The name, amount and type must be specified on the test certificate. **Seller must provide the full name, MSDS sheets, overall volume, and dose rate of any additives incorporated into the base fuel**
Cetane	The Cetane number must meet the engine ASTM D613 engine test measured by Cetane index

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

The Cetane determination will be carried out in the following manner:	
(iii)	Refinery Production Batch will be tested by Cetane Number and Cetane Index
(iv)	The ship samples by Cetane Index

PRODUCT II

PREMIUM UNLEADED AUTOMOTIVE GASOLINE, WINTER GRADE TYPE 3, VOLATILITY CLASS D, MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS BOARD:

CAN/CGSB - 3.5-2004 INCLUDING LATEST AMENDMENTS AND REVISIONS AND THE FOLLOWING OPTIONS AND/OR VARIATIONS SPECIFIED FOR THE GOVERNMENT OF NUNAVUT:

Options:	
Grade	Grade 3 (Premium-grade)
Volatility	Class D
Antiknock Performance	Minimum 92
Vapour Pressure (Zone VIII)	Minimum 95 kPa, for delivery at Nunavut communities.
Particulate Matter	See below
Deposit Control Additive	The name, amount and type must be specified on the test certificate
Oxygenates	No alcohols, Methyl Tertiary-Butyl Ether (MTBE), or other oxygenates allowed.

Characteristic	Method	Specs
Appearance	ASTM D1476, Procedure 2	Clear & Bright
Lead (Pb)	CAN/CGSB-3.0 No. 19.5	3 mg/L max
90% Evaporated	ASTM D86	185 max
E.P.		220 max
Existent Gum, Washed	ASTM D381	3 mg/100 ml max
Particulate Matter	ASTM D5452	2.2 mg/100 ml max
Oxidation Stability	ASTM D525	900 minutes minimum
Vapour Pressure		95 kPa min
ASTM Colour	ASTM D1500	1 max
Olefins	CAN/CGSB-3.0 No. 14.3	10 vol % max
Doctor Test	ASTM D4952	Negative

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

PRODUCT III

TURBINE FUEL, AVIATION, KEROSENE TYPE, JET A-1, MEETING THE SPECIFICATIONS OF THE CANADIAN GENERAL STANDARDS BOARD:

CAN/CGSB-3.23-2005 INCLUDING LATEST AMENDMENTS AND REVISIONS AND THE FOLLOWING OPTIONS AND/OR VARIATIONS SPECIFIED FOR THE GOVERNMENT OF NUNAVUT:

<i>Options:</i>	
Grade	Jet A-1
Corrosion Inhibitor	None
Electrical Conductivity	Minimum 250pS/m @ 4* Centigrade, for delivery at Nunavut communities
Fuel system icing inhibitor	None

THIS IS THE END OF PRO FORMA CONTRACT - SCHEDULE A

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

PRO FORMA CONTRACT - SCHEDULE B

BULK PETROLUUM PRODUCT QUANTITY & PRICING

1 ESTIMATED VOLUMES/QUANTITY REQUIREMENTS-

1.1 The GN shall provide the Contractor with the annual lifting volumes of its Product requirements for each Supply Period.

1.2 The Contractor agrees to meet with the GN well in advance of the forthcoming shipping season to co-ordinate and plan a lifting and delivery schedule for that season which provides the maximum benefit to all parties.

1.3 Both Parties agree to mutually develop, acting reasonably and in good faith, lifting and delivery schedules that provide flexibility to vary combinations of communities and vessel trip rotations to meet the immediate needs of the respective regions during each Supply Period.

1.4 Both Parties agree to incorporate the Zone Date System part of the ASPPR in planning the earliest and latest vessel entry dates to ensure accord with the Shipping Safety Control Zones when developing the Annual Lifting Schedule for the Fuels Delivery.

The Contractor will be responsible to provide and operate all discharge and ancillary equipment required to transfer the Products from the Contractor’s or contracted marine carrier’s vessels to the GN’s Delivery Points. facility or contracted facility, to the **2 NOMINATION AND MARINE LOADING PROCEDURE**

2.1 In each year of the Term (as amended or renewed) the GN will be required to provide the Contractor with the following:

- (a) on or before December 15th in the year preceding each Supply Period, the GN will provide a non-binding volume indication by Product for Nunavut ;
- (b) on or before February 1st preceding the upcoming year’s Supply Period, the GN will provide volume indications by Product for Nunavut. Said volume indications will represent plus or minus ten (10%) percent of the total volumes for the relevant upcoming Supply Period;
- (c) on or before March 1st preceding the upcoming year’s Supply Period, the GN will provide volume indications by Product for Nunavut. Said volume indications will represent plus or minus five (5%) percent of the total volumes for the relevant upcoming Supply Period;

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- (d) on or before April 30th, preceding the upcoming year's Supply Period, the GN will provide the desired final volume indications by Product for Nunavut. For greater clarity, these volumes will be considered the "Final Order Volumes". The GN and the Contractor shall also agree on the final schedule for the Delivery of the Products to the communities.
- 2.2 In each year of the Term (as extended or renewed) the Contractor shall provide the GN with the following:
_____ dates
- 2.3 Notwithstanding the foregoing, the Final Schedule for Delivery of the Products shall be determined by mutual agreement of the parties, each acting reasonably and in good faith. The Final Schedule will include:
- (i) location of the Delivery Point for each respective Product; and
 - (ii) timing within the Supply Period and volume required for Vessel loading, vessel size and capability required.
- 2.4 For greater certainty, Parties agree that all Delivery Points shall be recognized refineries on Canada's east-coast, which Delivery Points shall be accessible by ocean going tanker.
- 4 PURCHASE PRICE
- 4.1 The Purchase Price will be calculated as follows, _____

THIS IS THE END OF PRO FORMA CONTRACT - SCHEDULE B

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

PRO FORMA CONTRACT - SCHEDULE C

QUALITY ASSURANCE AND TESTING REQUIREMENTS

Quality Control Testing Procedures

A) General Requirements:

1. The Contractor shall provide the GN at the time of supply and delivery of the Products at the Delivery Points, a certification in writing that the Products are of the kind, grade, and quality and in conformity with the specifications in Schedule _____.
2. In any situation where the Products fail to meet specifications at the Delivery Points, the appropriate technical representatives of the Parties shall meet to discuss and assess the situation. The results of such discussion shall be documented. If a technical resolution cannot be agreed upon, a third party laboratory (agreeable to both Parties) shall be engaged to assess the situation and provide test results from retain samples. Results of this laboratory assessment shall be reviewed by the Parties in an attempt to achieve an agreement upon resolution. Notwithstanding the foregoing, subject to notification by the GN, in the event that any Product is refused or rejected by the GN at any time during the supply loading operation at the Delivery Points due to Product failure to meet specifications, the Contractor shall and covenants to replace the rejected Product as soon as practicable by whatever means may be necessary at its cost and furthermore, will be liable for and shall reimburse the GN for any loss, cost, expense, cost or damages suffered by it as a result.
3. The Contractor shall provide written certification to the GN that the vessel's compartments are clean and gas freed. The GN *and* or an independent Marine Surveyor may inspect the compartments but acceptance of such certification by the GN that they are clean and gas freed must be provided to the Contractor prior to loading commencing. If the GN or the independent Marine Surveyor is not satisfied that the compartments are ready for the acceptance of fuel, then the Contractor shall delay the loading operation until the GN advises that it is satisfied to restart the loading operation.

B) Marine Testing Requirements:

1. Sampling

Sample Requirements			
Control Point	Size	Type	Purpose
Refinery Tank	4L	Composite TMB	Final Product Approval
Rack Facility	4L	Line Sample	Check Product Match
Vessel (1 foot)	4L	1 Foot Sample	Contamination Check
Vessel (Final)	4L	Average of each compartment	Final Vessel Approval

Samples must be representative of the compartment. All samples must be taken in glass bottles and labelled with the appropriate information: product, sample type (line, 1 foot, vessel release, final) compartment number, date, and vessel name.

(Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

Take average samples of all compartments for testing and retain.

After line displacement is complete, take a sample for testing and retain. Test results must be compared to results from original tank. Repeat sampling every hour. Repeat testing only for visual and density.

2. Quality Control (conducted by Seller, at Seller's cost)

Quality Control Requirements	
Control Point	QC
Refinery Tank	Product approval as per Main Lab QC Schedule in accordance with Product Quality Specification System or additional agreed specifications (full complete testing). Additional ARC testing will be done on a monthly basis.

Line Clearing and 1 Foot (Vessel) Sample			
Test Method	MOGAS	DIST	JET A1
Visual (Clear and Bright)	X	X	X
Density	X	X	X
Flash		X	X
WSIM (*)			X
Electrical Conductivity			X
Viscosity			
Lead (**)	X	X	X
(*) WSIM to be carried out after sample settles for 15 minutes			
(**) Trace lead to be carried out only if following Avgas product			

Vessel Release (Composite)			
Test Method	MOGAS	DIST	JET A1
Visual (Clear and Bright)	X	X	X
Density	X	X	X
Flash		X	X
WSIM			X
Electrical Conductivity			X
Viscosity			
Distillation	X		

- Product Certification is required in all cases since all products are for delivery and use in the Canadian Arctic. Quality Control tests are specified as per product properties within PQSS and finalized by the Lab Supervisor.
- Vessel may be released prior to final complete testing in situations where the personnel responsible for quality believe the risk of an off-spec situation is low.

FURTHER DETAILS TO BE SUPPLIED BY PROPONENT

THIS IS THE END OF PRO FORMA CONTRACT - SCHEDULE C

Supply & Deliver Bulk Refined Petroleum Products to All Regions of Nunavut
 (Note: if the service will be for all of Nunavut rather than for one specific community the “Subject Community” will be “Nunavut” and the “Local” adjustment under the NNI s.25.6 and s.25.7)

PRO FORMA CONTRACT - SCHEDULE “D”

GOVERNMENT OF NUNAVUT INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification

1. The Contractor shall indemnify and hold harmless the GN, its officers, employees, servants and agents from and against all claims, actions, causes of actions, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the activities of the Seller under this Agreement.

Insurance

2. The Contractor shall without limiting its obligations or liabilities hereto, obtain, maintain and be required to pay and ensure coverage for the following insurance policies with limits not less than those shown:
 - 2.1. Workers’ Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super assessment by a Workers’ Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or of a sub-contractor, due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and will not be reimbursed by the Government of Nunavut. The Contractor shall be registered with the Workers Compensation Board commencing on the first day of this Agreement and remain in good standing throughout the period of this Agreement.
 - 2.2. Commercial General Liability insurance with limits of not less than one hundred and fifty million dollars (\$150,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
 - Products and Completed Operations
 - Owners & Sellers Protective
 - Contractual Liability;
 - Broad Form Property Damage;
 - Personal Injury
 - Cross Liability and Severability of Interest;
 - Medical Payments
 - Non-Owned Automobile Liability including contractual liability
 - Underground Property Damage; (in respect to any work involving ground disturbance.)
 - Contingent Employers Liability
 - Employees as Additional Insureds.

(Note: if the service will be for all of Nunavut rather than for one specific community the "Subject Community" will be "Nunavut" and the "Local" adjustment under the NNI s.25.6 and s.25.7)

- 2.3. All motor vehicles, watercraft or snowcraft used by the Contractor in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than twenty million dollars (\$20,000,000) per occurrence for bodily injury, death and damage to property;
- 2.4. Environmental Impairment Liability Insurance with limits of not less than fifty million dollars (\$50,000,000) to cover claims that the Contractor has to pay as a result of any claims caused by Pollution (including clean-up costs). This policy must cover damages sustained by the GN itself and any third parties. This policy must also cover claims arising out of the rendering or failure to render any professional service under this agreement (in relation with pollution claims).
3. The Contractor will ensure that all employees, officers and subcontractors who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Nunavut Inuit enrolled under the Nunavut Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Contractor will indemnify the GN for the cost of the medical evacuation.
 4. The insurance policies shall name the GN, its directors, officers, employees, and agents as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.
 5. All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
 6. The Contractor must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
 7. The Contractor shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Contractor's liability is not capped to the amount of and scope of coverage required under the agreement.
 8. The Contractor shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.

This is the end of pro forma contract - Schedule "D"