



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Inflatable Boat	
<b>Solicitation No. - N° de l'invitation</b> 3Y004-190079/B	<b>Date</b> 2019-05-23
<b>Client Reference No. - N° de référence du client</b> 3Y004-190079	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-010-11632	
<b>File No. - N° de dossier</b> NCS-8-41267 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-05-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tammy Kozak	<b>Buyer Id - Id de l'acheteur</b> ncs010
<b>Telephone No. - N° de téléphone</b> (204) 807-0189 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Polar Continental Shelf Program 2464 Shellfield Ottawa Ontario K1B4E5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Northern Contaminated Site Program  
ATB Place North Tower  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 3Y004-190079/A dated March 29, 2019 with a closing of April 25, 2019 at 2:00 CDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### Title : Rigid Hull Inflatable Boat

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and North American Free Trade Agreement (NAFTA).

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

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## 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Room 100-167 Lombard Avenue  
Winnipeg, Manitoba  
R3B 0T6

Epost Connect service: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)  
**Bids/Offeres will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

Fax: 204-983-0338

### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 8 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section I-I: Inuit Benefits Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one hard copy)  
Section I-I: Inuit Benefits Bid (one hard copy)  
Section II: Financial Bid (one hard copy)  
Section III: Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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**Section I: Technical Bid**

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

**Section I-I: Inuit Benefits Bid**

Refer to Annex C Inuit Benefits Criteria.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete “Appendix 1 to Part 3” Electronic Payment Instruments, to identify which ones are accepted.

If “Appendix 1 to Part 3” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-1-06), Exchange Rate Fluctuation

**3.1.3 SACC Manual Clauses**

**Section III: Certifications**

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

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## **APPENDIX "1" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

##### **4.1.1.2 Inuit Benefits Criteria**

Refer to Annex C Inuit Benefits Criteria.

#### **4.1.2 Financial Evaluation**

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection- Highest Combined Rating of Technical IBP Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of "0" points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

90% Price and 10% IBP

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 90%	IBP Score	IBP Score out of 10%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	90.0	0.0	0.0	90.0
b	\$55,000.00	\$50,000/\$55,000	90.9	81.8	10.0	10.0	91.8
c	\$54,000.00	\$50,000/\$54,000	92.6	83.3	10.0	10.0	93.3

**Attachment 1 to Part 4: MANDATORY TECHNICAL CRITERIA**

To be considered responsive, a bid must demonstrate compliance with all of the mandatory criteria. Bidders must demonstrate their ability to meet those requirements.

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

ITEM	DESCRIPTION	Bidder's Cross Reference and/or Response
1.0 Design:		
1.1	Rigid Hull Inflatable design: removable tubes mechanically attached to hull	
1.2	Hull Form: Deep "V" keel	
1.3	Overall Length: 20'8" minimum to 26' maximum	
1.4	Overall Width: 8'2" minimum to 9' maximum	
1.5	Payload capacity: minimum 4000 lbs	
1.6	Transom: dual motor compatible	
2.0 Material:		
2.1	Hull and Deck: Aluminum hull and deck, non-skid self-draining deck surface	
2.2	Hull and Deck: minimum 2 high volume self-bailers	

2.3	Number of inflatable collars: minimum 5 with flush mount valves and lifelines	
2.4	Inflatable chamber material: neoprene coated polyester with reinforced tube step treads for embarking and disembarking	
2.5	Keel reinforcing: 3M Keel Guard Shoe (or equivalent) along forward most keel area	
2.6	U-Bolts: 2 back plated ½" U-bolts in transom for trailer tie downs and 1 stainless steel bow eye	
2.7	Tie downs: four heavy duty stainless steel tube mooring rings, two forward, two aft. Traditional bow cleats are also acceptable.	
2.8	Hoisting attachments: lifting points present: 2 forward and 2 aft.	
2.9	Rub Rail: full perimeter and overlay on bow area. Large profile rubbing strakes	
3.0 Console Instruments/accessories:		
3.1	pre-rigging package (system matched for above engines) including controls, cables, harnesses, tachometers, trim gauges, fuel gauge, keys, and safety lanyards; dual binnacle mount (installed right side of steering wheel)	
4.0 Steering:		
4.1	dual motor hydraulic steering	
4.2	steering wheel mounted off centre to allow for captain/crew positions	
4.3	Below deck cables and electric routing	
5.0 Fuel tank:		
5.1	built-in below deck tank with capacity for minimum 170L, vented as required with fuel line	
5.2	fuel/water separator installed	
6.0 Batteries:		
6.1	2 deep cycle marine (min 600 amps) batteries in holders with heavy duty hold down straps or equivalent	
7.0 Seats:		
7.1	stand up/pedestal combination, double wide (for 2 persons) upholstered bolster seat with rear backrest. Easy access to rear deck space.	
8.0 Console:		

8.1	stand up, double wide (for 2 persons) maximum width available. Console designed with forward seat and storage	
8.2	Grab handles/rails on each side of console surface.	
9.0 Storage areas:		
9.1	lockable, waterproof bow locker	
10.0 Electronics		
10.1	electrical circuit with battery couplers and minimum 8 point circuit breaker panel in housing	
10.2	Must have a light bar with LED navigation lights (separate red and green mounted on arch and white 360° light with folding mast mounted on frame	
10.3	Overhead lights mounted on front and rear of arch to provide lighting for deck areas.	
10.4	Must have horn, 2 12-volt plug-ins mounted front and aft of console, 2 battery switch (Perko model 8501 – or equivalent), and minimum 1000 gph bilge pump.	
10.5	Chart plotter complete with Canadian Navigation Charts. Unit must have minimum 12" wide screen and Unit must have hybrid touch screen (i.e. a touch-screen interface backed up with easy-to-use controls) with multifunction display; Surface or trunnion/bracket mount capable. Waterproof and operable in temperatures between -25°C to 50°C; NMEA connectivity	
10.6	Depth transducer compatible with chart plotter unit – installed	
10.7	Class D DSC Ultra Compact VHF radio installed on console. Unit must be waterproof and system matched to chart plotter above.	
10.8	External speaker for VHF	
11.0 Others:		
11.1	stern roll-bar/arch frame	
11.2	bow rail/frame and tow post	
11.3	Owner's manual	
11.4	heavy duty foot pumps	
11.5	Repair kit for holes, scratches etc in the inflatable portion of the boat	

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11.6	valve cap pressure gauge	
11.7	2 paddles with storage sheaths	
11.8	1 bow cleat and 2 stern cleats	
11.9	Appropriate type of anchor with shackles for mixed seabed conditions (appropriate size for vessel), 15 ft chain 150 ft appropriate anchor rope; mounted in bow locker	
11.10	fire extinguisher (size and types as required by Transport Canada) in bracket mounted on inside of stern roll bar arch	
11.11	EPIRB (McMurdo Class A (or equivalent)) mounted on inside of stern roll bar	
11.12	Flush-mount backlit compass installed on forward horizontal portion of console.	
11.13	radar reflector mounted on top of arch	
12.0 Warranty:		
12.1	Minimum one year warranty on all parts, service	
13.0 Outboard engine:		
13.1	Two (2) four-stroke 90HP outboard engines	
14.0 Boat Trailer:		
14.1	Minimum 4800lbs capacity galvanized dual axle trailer, 1500lb dual wheel tongue jack, standard 2" ball receiver, hotdip galvanized axle, galvanized rims, buddy bearings", frame mounted spare tire, roller type support system, aluminum or steel wheel fenders (not plastic), cylindrical-type 6 pin electrical connector for trailer lights	

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

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

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of award to June 25, 2020 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before June 25, 2019.

#### **6.4.3 Comprehensive Land Claims Agreement(s)**

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

Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Teresa Olson  
Title: Procurement Specialist  
Public Services and Procurement Canada

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## Procurement Branch

Telephone: 204-230-4558  
E-mail address: Teresa.olson@pwgsc.gc.ca

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

### 6.5.2 Project Authority

The Project Authority for the Contract is:

*To be determined.*

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of ***\$to be determined***. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

### 6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

#### **6.6.4 SACC Manual Clauses**

C2000C (2007-11-30), Taxes – Foreign-based Contractor

#### **6.6.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

#### **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

##### **6.9 Applicable Laws**

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

##### **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

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- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Inuit Benefits Plan;
- (f) the Contractor's bid dated **to be determined**.

#### **6.11 SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods  
G1005C (2016-01-28), Insurance – No Specific Requirement

#### **6.12 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## **ANNEX "A" – REQUIREMENT**

**See Attachment 1 to Part 4: MANDATORY TECHNICAL CRITERIA**

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## ANNEX "B" - BASIS OF PAYMENT

It is **MANDATORY** that Bidders submit firm prices for the period of the proposed Contract for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration. Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

Prices quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Table 1: Goods to be delivered by June 25, 2019 (Firm prices, CAD, FOB Destination)					
Item	Description	Unit of Issue	Qty	Unit Price	Extended Total
1	Rigid Hull Inflatable Boat, as detailed herein	ea	1	\$	\$
2	Outboard Motor, as detailed herein	ea	2	\$	\$
3	Boat Trailer, as detailed herein	Ea	1	\$	\$
4	Delivery to Polar Continental Shelf Program, Ottawa, ON, as detailed herein	Lot	1	\$	\$
<b>TOTAL EVALUATED PRICE</b>					<b>\$</b>

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## ANNEX "C" – INUIT BENEFITS CRITERIA

### **Nunavut Agreement**

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal. This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve Inuit businesses, in carrying out the work under this project.

The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <http://nlca.tunnngavik.com/>

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

### **INUIT FIRM**

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

**PART A - INUIT BENEFITS PLAN (IBP)**

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, THE BIDDER MUST PROVIDE PROOF WITH THEIR BID to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

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

**INUIT BENEFIT PLAN CRITERIA**

<b>BID CRITERIA</b>				<b>TOTAL AVAIL. POINTS</b>
Canada reserves the right to confirm validity of all declarations / guarantees.				
1. <b>HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.				5 Points
2. <b>TRAINING:</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.				15 points
	Bidder 1	Bidder 2	Bidder 3	
Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	

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<p><b>3. LABOUR:</b> Bidder will be evaluated on their firm guarantee to use Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labor, labour hours and the total project hours that may or will be staffed by Inuit. Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available. ___ % x total points available = assigned points</p> <p>Example: Bidder guarantees 65% of labor hours will be Inuit = 65% of total points (40)</p> <p>65 % x 40 = 26 points</p> <p><b>NOTE:</b> Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p>	<p>40 Points</p>
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<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b>          Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract.</p> <p>Note: if the Prime Contractor is an Inuit owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><i>Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:</i></p> <p>Estimated value of Contract: \$ _____          - <u>Less Non-Inuit subcontracting</u>: \$ _____ =          Total guaranteed for Inuit Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows:          Total guaranteed / Estimated value of contracting = <u>   </u>a<u>   </u> %</p> <p>Points will be assigned based on a percentage % of the total points available:  <u>   </u>a<u>   </u> % x total points = assigned points</p> <p><b>Example:</b>          Estimated value of Contract: \$100,000          - <u>Less Non-Inuit subcontracting</u>: \$ 45,000 =          Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000</p> <p>\$55,000 / \$100,000 = 0.55 x 100 = 55%          55% x 40 = 22 points</p> <p>NOTE:          Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors. Verification of Inuit businesses will be made through:</p> <ul style="list-style-type: none"> <li>The Inuit Firm Registry Database <a href="http://inuitfirm.tunngavik.com/">http://inuitfirm.tunngavik.com/</a></li> </ul>	<p>40 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>

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**PART B - BIDDER GUARANTEE AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Aboriginal/Inuit Benefits plan and periodically receive performance monitoring results

**TABLE 1 – Head Office**

Provide Current Business address
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

**TABLE 2 – Guarantee of Inuit Training**

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of		

**TABLE 3 – Guarantee of Inuit Labour Content**

Total No. Of Inuit Person Hours for This Contract = \_\_\_\_\_ %  
Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		



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**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.

Return Reports to:

Contracting Authority Name: Teresa Olson  
 Email: Teresa.olson@pwgsc.gc.ca

**TABLE 1 – Head Office**

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

**TABLE 2 – Achievement of Inuit Training**

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

**TABLE 3 – Achievement of onsite Inuit Labour Content**

Total No. Of onsite Inuit Person Hours for This Contract = \_\_\_\_\_ %  
 Total Employee Hour for This Contract

Name & Position Title (Provide name(s) where possible)	<u>Onsite Inuit</u> Employee Hours	Total Employee Hours
Contractor must include the # of hours worked		

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**TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:**

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Contract  
Final Contract Value  
= \_\_\_\_\_%

Company Name	<u>Inuit</u> Company	Non- <u>Inuit</u> Company
Contractor must include the value of Sub-Contracted work		

**CONTRACTOR CERTIFICATION**

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.