

Natural Resources Ressources naturelles Canada

Return Bids to: **Retourner Les Soumissions à:**

Natural Resources Canada / Ressources naturelles Canada

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

INVITATION TO TENDER (ITT)

Tender To: Natural Resources Canada

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

Proposition à: Ressources Naturelles Canada

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

Comments – Commentaires

Issuing Office – Bureau de distribution

Natural Resources Canada / Ressources naturelles Canada Finance and Procurement Management Branch

Title – Sujet

Aluminum Fence Installation

Solicitation No. – No de	Date			
l'invitation				
NRCan- 5000074042-A	June 8, 2023			
Requisition Reference No N° de la demande 178272				
Solicitation Closes – L'invitation prend fin at – à 2 p.m. (Eastern Daylight Time (EDT)) on – le June 23, 2023				

Address Enquiries to: - Adresse toutes questions à:

Danielle.Chiasson@NRCan-RNCan.gc.ca

Telephone No. - No de telephone

902-476-7148

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

See herein

Security – Sécurité

THERE ARE NO SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.

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

Telephone No.:- No. de téléphone: Email – Courriel :

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

Signature

Date



INVITATION TO TENDER

Aluminum Fence Installation

Baker Lake, Nunavut

IMPORTANT NOTICE TO BIDDERS

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI08 for further Instructions.

SI11 Rights of Canada has been added

GI07 of R2410T has changed, see SI05 Submission of Bid

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 of the Special Instructions to Bidders.

CONTRACTOR SELECTION / INUIT BENEFITS PLAN

This Invitation to Tender contains bid criteria in order to provide socioeconomic benefits to Inuit communities within the area covered by the contract.

COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA)

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



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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

Canada

- 1. Natural Resources Canada (NRCan) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI05 'Submission of Bid'.

SI02 **BID DOCUMENTS**

- 1. The following are the Bid Documents:
 - Invitation to Tender Page 1; a.
 - Special Instructions to Bidders; b.
 - General Instructions Construction Services R2410T (2022-01-28) c.
 - Drawings and Specifications; d.
 - Bid and Acceptance Form and related Appendix(s): and e.
 - Any amendment issued prior to solicitation closing. f.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - R2410T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

** In the complete text content: Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"

3. Bids sent by fax will not be accepted

SI03 **ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 or at e-mail address Danielle. Chiasson@nrcan-rncan.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of R2410T, enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non- compliant.

SI04 SITE VISIT

There will be no scheduled site visit.

SI05 SUBMISSION OF BID

Section GI07 of R2410T is replaced by the following:



- 1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
- 2. It is the Bidder's responsibility to:
 - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set:
 - b. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - c. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
 - d. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
- 3. The technical and price components of the bid must be submitted in separate sections as follows:
 - a. The bid should be submitted following a "two-section" procedure of which is to include a technical and financial bid.
 - b. The Technical Bid (Inuit Benefits Plan), and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One Inuit Benefits Plan (IBP); •
 - Solicitation Number; and •
 - Name of Bidder.
 - c. The Bid and Acceptance Form (BA) and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
 - Section Two Financial Bid;
 - Solicitation Number; and
 - Name of Bidder.
- 4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. NRCan will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5. Bids and supporting information may be submitted in either English or French.
- 6. Unless otherwise specified in the Special Instructions to Bidders:
 - a. the bid shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 7. Bidders must submit all bids electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 15MB. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan's server.

Send bids to this email address: Danielle.Chiasson@nrcan-rncan.gc.ca

Contact the Contracting Authority, Danielle Chiasson, by email at Danielle.Chiasson@nrcanrncan.gc.ca for receipt of offer confirmation.



IMPORTANT

Canada

It is requested that you write the following information in the Subject line of the email: NRCan – 5000074042-A – Aluminum Fence Installation

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

NRCan will not accept responsibility for offers directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to issuance of contract. Therefore, NRCan reserves the right to reject any offer not complying with these instructions.

SI06 **REVISION OF BID**

A bid may be revised by letter in accordance with GI08 of R2410T. The email address for receipt of revisions is Danielle.Chiasson@nrcan-rncan.gc.ca

SI07 **OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES**

The following is an overview of the opening of the bids and the selection and evaluation procedures.

A. BID

- 1. Bidders submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
- 2. The information that Bidders are required to provide is set out in detail elsewhere in the ITT.

B. Bid Opening, Selection and Evaluation Procedure;

- 1. There will be no Public opening.
- 2. Bid Opening, Selection and Evaluation Procedure;
 - а Section One "Inuit Benefits Plan" (IBP), will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a points rated basis.
 - Section Two "Financial Bid" b.
- 3. The responsive bid carrying the highest responsive combined rating of IBP and price will be recommended for Contract award. The ratio will be 35% for the IBP and 65% for the price.
 - 3.1 To be declared responsive, a bid must: a. comply with all the requirements of the bid solicitation; and b. meet all mandatory criteria.
 - 3.2 Bids not meeting (a) or (b) specified in Section 1 will be declared non-responsive.
 - 3.3 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 65% as follows: lowest evaluated price / bid price, multiplied by the ratio of 65%.



- 3.4 The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
- 3.5 The total IBP merit score is the combined sum total of all individual IBP merit scores. i) Inuit Employment: 10% ii) Inuit Ownership (of Prime and Sub contractors): 15% iii) Location in the Nunavut Settlement Area (NSA): 10%
- 3.6 For each responsive bid, the total IBP merit score for each criterion, and the pricing score will be added to determine its combined rating
- 3.7 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 total IBP merit score and pricing score will be recommended for award of a Contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of total IBP merit score and pricing score, respectively. The total available points equal 100 and the lowest evaluated price is \$50,000.00.

Example: Basis of Selection - Highest Combined Rating of Total IBP Merit (30%) and Price (70%).

		Bidder 1	Bidder 2	Bidder 3
Bid Evaluated Price		\$70,000.00	\$60,000.00	\$50,000.00
Inuit Benefits Plan		25/30	30/30	22/30
Calculations	Inuit Benefits Plan Score	25/30 x 30 = 25.00	30/30 x 30 = 30.00	22/30 x 30 = 22.00
	Pricing Score	50/70 x 70 = 50.00	50/60 x 70 = 58.33	50/50 x 70 = 70.00
Combined Rating		75.00	88.33	92.00
Overall Rating		3 rd	2 nd	1 st

SI08 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI09 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of



receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or virtually.

SI10 **BID VALIDITY PERIOD**

Canada

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 of R2410T.

SI11 **RIGHTS OF CANADA**

Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Enter into negotiations with bidders on any or all aspects of their bids:
- c. Accept any bid in whole or in part without negotiations;
- d. Cancel the bid solicitation at any time;
- e. Reissue the bid solicitation;
- If no compliant bids are received and the requirement is not substantially modified, reissue the bid f. solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI12 **COMPREHENSIVE LAND CLAIM AGREEMENT**

This procurement is subject to the following Comprehensive Land Claim Agreement: Nunavut

SI12.1 Nunavut Directive

This procurement is is subject to the Directive on Government Contracts, including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive) (https://www.tbssct.canada.ca/pol/doc- eng.aspx?id=32610).

The Nunavut Directive has the following objectives:

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

b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and

c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

SI12.2 Inuit Benefits Plan (IBP)



The Bidder must include an Inuit Benefits Plan (IBP) as part of their bid. Nunavut Benefits Criteria (NBC) and Inuit Benefits Criteria (IBC) evaluation criteria are included in Appendix 1 - Inuit Benefits Plan Evaluation Criteria.

SI13 WEB SITES

Canada

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell https://www.achatsetventes-buyandsell.gc.ca

Canadian economic sanctions http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Standard Acquisition Clauses and Conditions (SACC) Manual http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Code of Conduct and Certifications http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html

Declaration Form http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html



R2410T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - (GI) (2022-01-28)

The following sections of clause R2410T are set out in Web site; https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual/5/R/R2410T/19

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid

Canada

- GI03 Identity or Legal Capacity of the Bidder
- GI04 **Applicable Taxes**
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- **Procurement Business Number** GI11
- Compliance with Applicable Laws GI12
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- Conflict of Interest-Unfair Advantage GI15
- GI16 Code of Conduct for Procurement-bid



CONTRACT DOCUMENTS (CD)

Canada

- 1. The following are the Contract Documents:
 - Contract Page when signed by Canada; a.
 - Duly completed Bid and Acceptance Form and any Appendices attached thereto; b.
 - Drawings and Specifications; c. d.

General Conditions and clauses		
GC1 General Provisions	R2810D	(2022-12-01);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2019-11-28);
GC6 Delays and Changes in the Work	R2865D	(2019-05-20);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2884D	(2016-01-28);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		

e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;

f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and

g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



SUPPLEMENTARY CONDITIONS (SC)

SC01 **INSURANCE TERMS**

Canada

1) **Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) **Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

Proof of Insurance 3)

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

SC02 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Contracting Authority is:

Danielle Chiasson Procurement Specialist Natural Resources Canada

Tel: 902-476-7148 Email: Danielle.Chiasson@nrcan-rncan.gc.ca

Technical Authority is : (To be completed at contract award)

Name Title



Natural Resources Canada

Canada

Tel: Email:

SC03 INVOICING INSTRUCTIONS

Invoices shall be submitted using the following method:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number:

Invoicing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485

SC04 NUNAVUT DIRECTIVE: INUIT BENEFITS PLAN (IBP) HOLDBACK

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

- 1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- 2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
- 3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan:
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
- 4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
- 5. The total value of the IBP Holdback shall not exceed 1% the total contract value.
- 6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control:



- b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
- 7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.



excluding applicable

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Aluminum Fence Installation

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name	(if any):				
Address:					
Telephone:		Fax:	Р	PBN:	
E-mail address:					
Industrial Security Program Organisation Number (ISP ORG#) (when required)					

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$

taxe(s).

(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in Contract Documents (CD) section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work by September 30, 2023.

BA07 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date



APPENDIX 1 – INUIT BENEFITS PLAN (IBP) EVALUATION

Commitment Tables

Canada

Bidders should fill out the commitment tables for each criteria at Annex "C" INUIT BENEFITS PLAN to be awarded points, adding lines to such tables as need be.

Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments for each criterion in accordance with the solicitation clause entitled "Bid Opening, Selection and Evaluation Procedure".

Evaluation of IBP Commitment Implementation

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the "IBP Commitment Implementation" section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

Score Calculations for IBP Commitment Implementation

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP - Commitment Implementation section of each criterion.

1. INUIT EMPLOYMENT

EIE Staffing Commitment

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

IMPORTANT: To achieve points, Bidders should detail commitments in Table 1 at Annex C INUIT **BENEFITS PLAN**

EIE – Staffing Commitment

Bidders will be evaluated on their commitment to employ EIEs, in carrying out the work. The commitments below relate specifically to EIEs regardless of whether employed by the Contractor or subcontractor.

1.1

Total No. of Inuit Employees in the firm: _____ employees (a) Total No. of Non-Inuit Employees in the firm: _____ employees (b) Total Employee (Inuit and non-Inuit) in the firm: employees (c)

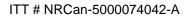
> **Total Points Available for EIE Staffing** /5

Number of EIE (A)	Number of non-Inuit Employees (B)	Total Employees (C=A+B)
Percentage of EIE Employment (A) / (C) = % Commitment		%

EIE – IBP Commitment Implementation

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

IMPORTANT: To achieve points, Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.





Information related to th Receives 0	% of the points assigned to the criteria.	
Receives 2	oproach has significant weaknesses and is not likely to meet the requirements. 0% of the points if at least one of the bullets above have been demonstrated.	
	oproach has weaknesses and is not likely to meet all of the requirements. 0% of the points if at least two of the bullets above have been demonstrated.	
Proposed a	pproach has minor weaknesses and is likely to meet most of the requirements.	
Receives 6 demonstra	0% of the points if at least three of the bullets above have been ted.	
requiremen	0% of the points if at least four of the bullets above have been	
requiremen	oproach has no or little apparent weaknesses and is likely to meet all of the is and yield excellent results. 00% of the points if five or more of the bullets above have been ted.	

2. INUIT OWNERSHIP

This	t Ownership commitment s criterion is worth 10% of the bid evaluation points available. ORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2 at Annex C INUIT BE N	NEFITS
	Inuit Ownership – Dollar value Commitment The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.	
2.1	Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.	
	If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.	



	Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers):	
	Points will be assigned based on a percentage of the total points available. For example: Bid Amount: $100,000.00 - (less)$ Non-IFR portion: $45,000.00 = 55,000.00$ Total Inuit Ownership. $55,000.00 / 100,000.00 = 0.55 \times 5 = 5.5$ points.	
Tota	I Points Available for Inuit Ownership	/10

This IMP	t Ownership IBP Commitment Implementation • criterion is worth 5% of the bid evaluation points available. ORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2 at Annex C (INUIT EFITS PLAN).			
	Inuit Ownership - IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures for their deliver on the Inuit Ownership (of sub-contractor/suppliers) criteria.			
	 The following is information required, at a minimum, to demonstrate Inuit ownership commitment: Engagements with IFR contractors and subcontractors; Identification of certain tasks, supplies, equipment, trades, etc that may be subcontracted to an IFR business. 			
	 Confirmation of availability for the envisaged contract period; Establishment of relationships with business development corps; Staffing operations are being planned or are ongoing; 			
	 Identification of potential risks/barriers and details risk mitigation strategies with respect to IBP delivery Information submitted was not relevant to the criterion or failed to submit any documentation 			
2.2	related to this criteria. Receives 0% of the points assigned to the criteria. Proposed approach has significant weaknesses and is not likely to meet the requirements.			
	Receives 20% of the points if at least one of the bullets above have been demonstrated.Proposed approach has weaknesses and is not likely to meet all of the requirements.			
	Receives 40% of the points if at least two of the bullets above have been demonstrated.Proposed approach has minor weaknesses and is likely to meet most of the requirements.Receives 60% of the points if at least three of the bullets above have been demonstrated.			
	Proposed approach has few or no weaknesses and is likely to meet most or all of the requirements. Receives 80% of the points if at least four of the bullets above have been demonstrated.			
	Proposed approach has no or little apparent weaknesses and is likely to meet all of the requirements and yield excellent results. Receives 100% of the points if five or more of the bullets above have been			
Image: demonstrated. Total Points Available for Inuit Ownership IBP Commitment Implementation				



3. LOCATION IN THE NUNAVUT SETTLEMENT AREA

This IMPC	ATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) criterion is worth 10% of the bid evaluation points available DRTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 3 at Annex C INUIT EFITS PLAN				
	NSA Location – Commitment Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.				
	Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.				
	A maximum of 100 points will be assigned for this criterion. 50 for the Contractor and 50 for the sub-contractors and suppliers. If the Contractor is not utilizing any subcontractors and/or suppliers, the Contractor points are worth double, up to a maximum or 100 points.				
	Points will be assigned as follows:				
3.1	 Contractor (100 points [if Contractor only] / 50 points [Contractor and subcontractors/suppliers]): 1. Head Offices (20 points) 2. Administrative Offices (20 points) 3. Other Staffed Facilities (10 points) 				
	 Subcontractors and/or Suppliers (50 points): 1. Head Offices (20 points) 2. Administrative Offices (20 points) 3. Other Staffed Facilities (10 points) 				
	 Bidders must provide supporting documentation regarding the locations submitted. Information to include: a description of the locations, including addresses; describe the nature of the firm's presence in the NSA; and number of years the firm has been in the identified locations in the NSA. 				
Total Points Available for Inuit Location					



APPENDIX 2 – INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policyeng.html dated 2016-04-04)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names. ٠

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disgualified for award of a contract or real property agreement.



ANNEX A – STATEMENT OF WORK

SW.1.0 TITLE

Aluminum Fence Installation

Canada

SW.2.0 BACKGROUND

The existing Magnetic Observatory located in Baker Lake, NU was destroyed by fire on May 18, 2021. The Baker Lake Magnetic Observatory makes significant contributions to magnetic field information essential for international space weather services and reference models. To deter further damage to our building we are installing a perimeter fence, all materials used in the construction must be non-magnetic.

SW.3.0 OBJECTIVES

Install a perimeter fence around our building, 100 feet per side square enclosure. There is also a 10' double gate and a 4' man gate to be installed.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Install all posts required for fence and gate installation. If bedrock is encountered drilling may be required. Corner and fence posts are 3" and the remainder of the posts are 2"

All fence material to be installed to industry standard practice.

All material will be supplied and be on site by second sealift. Approximately middle to late August.

SW.4.2 Reporting Requirements

There will be meetings with NRCan staff as needed. NRCan staff will be available to by phone or zoom call during installation.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or require their correction.

Inspection will be done by pictures and by local contact.

SW.4.4 Specifications and Standards

Only non-magnetic materials may be used in the construction of the fence. All fence material supplied by NRCan in made of Aluminum. All non-magnetic material will be supplied by NRCan and installed by the contractor.

All building material will be on site before the job begins.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

Contractor is responsible for the Health and Safety of its workforce and subcontractors, including proper PPE.

SW.5.2 NRCan's Obligations



Provide all building material and installation documents and guidance.

SW.5.3 Estimated Period of the Contract

The estimated completion of contract is by end of September 2023.

SW.5.4 Location of Work, Work Site and Delivery Point

The location of work is the Baker Lake Magnetic Observatory located in Baker Lake, NU.

64°19'8.13"N 96° 0'39.02"W

SW.5.0 APPLICABLE DOCUMENTS

SOW Annex 1 – Drawing SOW Annex 2 - Site Picture

Reference Document:

https://www.google.ca/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwjnrP3bxr P_AhXijokEHRUyDEQQFnoECBgQAQ&url=https%3A%2F%2Fchainlinkinfo.org%2Fwpcontent%2Fuploads%2F2015%2F08%2FStep-by-step-installation-guidepage1.pdf&usg=AOvVaw0cMjXZrpDd__8nqT31wwp_ - Installation Guide



ANNEX B - CERTIFICATE OF INSURANCE

(Not required at solicitation closing)

CERTIFICATE OF INSURANCE Page 1 of 2

Description and Location of Wo	rk		Contract N	No.				
			TBD					
Aluminum Fence Installat	ion							
Baker Lake, Nunavut								
			Project No 178272).				
			170272					
Name of Insurer, Broker or Age	at Address (No., Street)	Ci	t. /	Province	Postal Code		
Name of insurer, broker of Age	it Address (NO., Street)	CI	ty	Province	Postal Code		
Name of Insured (Contractor)	Address (No., Street)	C	lity	Province	Postal Code		
	, 1001000 (, e,	c c					
Additional Insured								
His Majesty the King in Right o	of Canada as represented by	the Minister of	f Natural Resou	rces Canada				
	Insurer Name	Inception	Expiry Date					
Type of Insurance	and Policy Number	Date D / M / Y	D/M/Y		Limits of Liat	oility		
		D/W/T		Per	Annual	Completed		
				Occurrence	General	Operations		
					Aggregate	Aggregate		
Commercial General				\$	¢	\$		
Liability				φ	\$	Ψ		
Liability								
Umbrella/Excess				\$	\$	\$		
Liability								
I certify that the above policie include the applicable insura	es were issued by insurers	in the course o	f their Insuranc	e business in (Canada, are curr	ently in force and		
reduction in coverage.	nce coverage s stated on p	age 2 of this Ce			ig advance notic			
······································								
Name of person authorized to s	ign on behalf of Insurer(s) (Of	fficer, Agent, Bro	oker)			Telephone		
number		, G ,	,					
Signature						Date D/M/Y		



General

CERTIFICATE OF INSURANCE Page 2 of 2

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance

coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit:
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.



ANNEX C - INUIT BENEFITS PLAN (IBP)

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Appendix 1 INUIT BENEFITS PLAN EVALUATION.

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

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

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

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

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

Key Terms

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

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

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

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

1. INUIT EMPLOYMENT

Commitment Table 1 – EIE Commitment

Bidders are required to detail commitments in the corresponding tables below.

1- Total EIE

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



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

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

1-A Total EIE

ITEM	Position	EIE Staff	Dollar Value
EIE -			\$
EIE -			\$
EIE - 3			\$
EIE -			\$
	Total for this Contract		\$

IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.2, EIE - IBP Commitment Implementation in Appendix 1 (INUIT BENEFITS PLAN EVALUATION).

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

2. INUIT OWNERSHIP

Commitment Table 2 – Inuit Ownership Commitment

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

Bidders are required to detail commitments in the corresponding tables below.

2-A Total Inuit Sub-Contracting/Supplier Commitment

Dollar Value of IFR (Subcontractors/Suppliers) for this Contract	\$
--	----



IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 2.2, Inuit Ownership - IBP Commitment Implementation in Appendix 1 (INUIT BENEFITS PLAN EVALUATION).

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

3. LOCATION IN THE NUNAVUT SETTLEMENT AREA

Commitment Table 3 – NSA Location Commitment

Bidders are required to detail commitments in the corresponding tables below.

3A- Location of Business in the NSA

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA



ANNEX D - INUIT BENEFITS PLAN (IBP) PROGRESS REPORT

The IBP Progress Report is comprised of three (3) tables which the Contractor must fill in, as indicated in this Annex, and be submitted with the invoice no later than 30 calendar days upon completion of Contract.

The tables will demonstrate the Contractor's compliance with its IBP, providing information on all IBP achievements in the Contract.

If so requested by Canada, the Contactor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in the IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

Disclosure of Information

- 1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives. Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
- 2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information** that cannot be shared publicly or that could constitute private information under the Privacy Act (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

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

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

Key Terms

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

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



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

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

1. INUIT EMPLOYMENT

Canada

Table 1 – EIE Progress Report

"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE for that position for the work performed under the contract. Add as many lines as need be in the below table. Positions and type of work must also correspond with those committed to in the Contractor's IBP.

1- Total EIE

		EIE Hours	Dollar Value paid to EIE		Number of	EIE staffed
ITEM	Hourly Rate	Achieved	Committed	Achieved	Committed	Current
EIE - 1	\$		\$	\$		
EIE - 2	\$		\$	\$		
EIE - 3	\$		\$	\$		
	al for this ss Report		\$	\$		

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

IBP Deviation Explanations (Use additional pages if necessary)

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

Comments (Use additional pages if necessary)

2. INUIT OWNERSHIP



Table 2 – Inuit Ownership Progress Report

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Progress Report for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Progress Report			\$	\$	

2- Total Inuit Contractor/Sub-Contracting/Supplier

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

IBP Deviation Explanations (Use additional pages if necessary)

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

Comments (Use additional pages if necessary)

3. LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 3– NSA Location Commitment Progress Report



Location of Business in the NSA

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

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

IBP Deviation Explanations (Use additional pages if necessary)

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

Comments (Use additional pages if necessary)

Contractor Certification

IBP PROGRESS CERTIFICATION:					
		<u> </u>			
PRINT NAME	SIGNATURE	DATE			
CONTRACT NUMBER:					
The Contractor certifies the information contained in the IBP Progress Report is accurate and					
complete.					
The Contractor further certifies, and is prepared to provide support to demonstrate, that:					
The contractor further certifies, and is prepared to provide support to demonstrate, that.					



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