



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A:
Bid Receiving/Réception des
sousmissions**

RCMP / GRC
Purchasing Office - Bureau des achats:
Procurement & Contracting Services/
Service des acquisitions et des marchés
5th Floor Bid Receiving Unit
10065 Jasper Avenue NW
Edmonton, AB T5J 3B1

**Facsimile Number for Amendments:
(780) 454-4523**

**INVITATION TO TENDER
APPEL D=OFFRES**

Tender to: Royal Canadian Mounted Police
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 therefore.

Soumission aux: Gendarmerie royale du Canada
Nous offrons par la présente de vendre à Sa Majesté I 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 - Commentaries

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de I=entrepreneur

Facsimile No. - No de télécopieur:

Telephone No. - no de téléphone:

Issuing Office - Bureau de distribution

RCMP / GRC
Purchasing Office - Bureau des achats:
Procurement & Contracting Services/
Service des acquisitions et des marchés
5th Floor Bid Receiving Unit
10065 Jasper Avenue NW
Edmonton, AB T5J 3B1

Title-Sujet Detachment Renovations including Cell Retrofit for the RCMP Detachment located in Norman Wells, NT	
Solicitation No. - No. de I=invitation M5000-5-1727/A	Date August 12 ^h , 2014
Client Reference No. - No. De Référence du Client	
GETS Reference No. - No. de Référence de SEAG n/a	
Solicitation Closes -L=invitation prend fin at - à 2 :00 pm Mountain Daylight Savings Time Zone on - le August 27 th , 2014	
F.O.B. - F.A.B. Destination	
Address Enquiries to: - Adresser toutes questions à: Cyndi Ryan, Senior Contracting Officer e-mail: cyndi.ryan@rcmp-grc.gc.ca	
Telephone No. - No de téléphone (780) 670-8624	Fax No. - N° de FAX: (780) 454-4527
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: RCMP Detachment Norman Wells, NT	
This document DOES contain a PERSONNEL SECURITY Clearance requirement.	
Delivery Required - Livraison exigée:	Delivery Offered - Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de I=entrepreneur	



IMPORTANT NOTICES TO BIDDERS

REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) 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> and are to be replaced with the Royal Canadian Mounted Police (RCMP).

THIS DOCUMENT DOES CONTAIN A SECURITY REQUIREMENT

The successful Contractor MUST:

- a) Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) days of request. The RCMP form 330-23 will need to be completed for each staff member assigned to complete the work on this project.
- b) Ensure that all persons working on site hold a valid security clearance issued by RCMP Departmental Security.
- c) Level of Security Clearance Required has been determined as “RCMP Facility Access with Escort”

CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
(to proceed with a search select “Search SACC” and insert clause reference number in ID box)

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor’s first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 “Indemnification by the Contractor” of R2810D in the Supplementary Conditions.

CONTRACT SECURITY

The required amount of a security deposit or a letter of credit is established at 20% of the contract amount with no maximum. See GC9.2 of R2890D – Contract Security. Please note that Security Deposits and Letters of Credit are no longer accepted in combination with Labour and Material Payment Bonds.

CERTIFICATE OF INSURANCE

All references to the Certificate of Insurance (form PWGSC-TPSGC 357) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, and set out in the Standard Acquisition Clauses and Conditions Manual (<http://publiservice-app.pwgsc.gc.ca/forms/pdf/357.pdf>).



are to be replaced with the "RCMP CERTIFICATE OF INSURANCE / ATTESTATION D'ASSURANCE - GRC" attached in Appendix 1 .

INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.



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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-06-27)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11> (to proceed with a "search" insert R2710T in the ID box)

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SI01 BID DOCUMENTS

1. The following are the bid documents:
 - a) Invitation to Tender - Page 1;
 - b) Special Instructions to Bidders;
 - c) General Instructions to Bidders R2710T (2013-06-27);
 - d) Clauses & Conditions identified in "Contract Documents";
 - e) Drawings and Specifications;
 - f) Bid and Acceptance Form and related Appendice(s); and
 - g) Any amendment issued prior to solicitation closing.

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

2. General Instructions to Bidders are 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>
3. Submit bids via courier only to:

RCMP / GRC

Purchasing Office - Bureau des achats:

Procurement & Contracting Services/
Service des acquisitions et des marches
5th Floor Bid Receiving Unit
10065 Jasper Avenue NW
Edmonton, AB T5J 3B1
Attention: Cyndi Ryan

For amendments to original bid Fax: (780) 454-4523

Bids are to be directed only to the bid receiving address specified above. Royal Canadian Mounted Police (RCMP) will NOT assume responsibility for bids directed to any other location.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 of R2710T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall 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 are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 PRODUCT OPTIONS

1. Where documents stipulate a particular product, substitutions will be considered by Owner up to five (5) working days before receipt of Bids.
2. When a request to substitute a product is made, Owner may approve substitution and will issue an Addendum to known bidders.
3. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions will not be considered.
4. Submissions shall provide sufficient information to enable the Owner to determine acceptability of such products.
5. Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
6. Unless substitutions are submitted in this manner and subsequently accepted, provide products specified.

SI04 SUBCONTRACTORS

1. Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
2. The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
3. A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
4. Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six(6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
5. If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
6. The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.



7. The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
8. Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

SI05 SITE VISIT

1. There will be no site visits scheduled for this requirement.
2. However, if potential bidders would like to visit the site, please contact the contracting authority so that arrangements can be made.

SI06 REVISION OF BID

1. A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (780) 454-4523.

SI07 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling the buyer on the front page of this document at Telephone No. (780) 670-8624.

SI08 INSUFFICIENT FUNDING

1. 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; and/or
 - c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).



SI09 BID VALIDITY PERIOD

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 shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1) of SI09 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) of SI09 is not accepted in writing by all those who submitted bids then Canada shall, 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 GI11 of R2710T "General Instructions to Bidders".

SI10 CONSTRUCTION DOCUMENTS

1. The successful contractor **may** be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer if available from the Project Manager. Additional copies, up to a maximum of one (1), will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

SI11 SECURITY CLEARANCE

1. There is no Security Clearance requirement for the Construction Phase of this project. However, all persons working on-site to correct deficiencies or perform warranty work will be required to have a Reliability Status Security Clearance issued by the RCMP Departmental Security Branch (DSB).

SI12 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was



not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists

SI13 WEB SITES

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:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

Contracts Canada (Buy and Sell)

<https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labor and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

SACC Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>



SI14 Sahtu Dene and Metis Comprehensive Land Claim Agreement Evaluation Criteria

- 1 The following Comprehensive Land Claims Agreements apply to this procurement as detailed below:
 - a) Sahtu Dene and Metis Comprehensive Land Claim Agreement for deliveries to Norman Wells in the Northwest Territories (NT)

- 2 The SDMCLCA are available at the following Aboriginal Affairs and Northern Development Canada web site: <http://www.ainc-inac.gc.ca/al/ldc/ccl/fagr/index-eng.asp>

3 Sahtu Dene and Metis Comprehensive Land Claim Agreement (1996)

The requirements of the Sahtu Dene and Metis Comprehensive Land Claims Agreement (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/sahmet_1100100031148_eng.pdf) will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Section 12, of Volume 1 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement (SDMCLCA).

In compliance with the requirements of Section 12 – Government Contracts, of The Agreement between the Sahtu Dene and Metis Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

1. Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

2. Sahtu Dene and Metis Comprehensive Land Claim Agreement Bid Criteria

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Sahtu Dene and Metis Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region. The points will be awarded on an "All or Nothing" basis. For example, if there are one or more offices in Sahtu Dene and Metis Land Claim Area – 4 points will be awarded. If there are no offices in the Sahtu Dene and Metis Land Claim Area – no points will be awarded.



BID CRITERIA	AVAILABLE POINTS
The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Sahtu Dene and Metis Claimants.	2 Points
The employment of Sahtu Dene and Metis labor in carrying out the contract. (examples: hands on, entry level skills/no requirement for trades ticket)	2 Points
The engagement of Sahtu Dene and Metis Professional services in carrying out the contract. (examples: Engineering, qualified trades such as plumber, electrician, boiler ticket etc.)	2 Points
Vendor offices located within the Santu Dene & Metis Land Claim Area	4 Points
TOTAL POSSIBLE POINTS	10 Points

For purposes of interpretation:

“Sahtu Dene and Metis Organizations” shall be a firm, the name of which appears on the most current list of the Sahtu Dene and Metis Enrolment Registers found located at the various Claimant Offices. Additional information can be located under Section 7. Sahtu Organizations of the Agreement Between The Sahtu Dene and Metis Comprehensive Land Claims Area and Her Majesty the Queen in Right of Canada, and

“Sahtu Dene and Metis person” shall be a person whose name appears on the most current Sahtu Dene and Metis Enrolment List created in accordance with the requirements of Section 4.2 of the Agreement Between The Sahtu Dene and Metis Comprehensive Land Claims Area and Her Majesty the Queen in Right of Canada, and “deliveries to” means “goods delivered to, and services performed in”.

For more information on the contents of these lists, please contact:

Fort Good Hope Metis Nation
Land Corporation, Local 54
Box 11
Fort Good Hope, NT X0E 0H0
Telephone: 867-598-2105
Facsimile: 867-598-2160
Attention: Economic/Business/Employment Officers



Ayoni Keh Land Corporation
c/o Colville Lake First Nation Band
Box 43
Colville Lake, NT X0E 1L0
Telephone: 867-709-2700
Facsimile: 867-709-2202
Attention: Economic/Business/Employment Officers

Déline Land Corporation
c/o Déline Dene Band Council
PO Box 156
Déline, NT X0E 0G0
Telephone : 867-589-8100
Facsimile : 867-589-8101
Attention: Economic/Business/Employment Officers

Tulita Land Corporation
c/o Fort Norman Dene Band
PO Box 36
Tulita, NT X0E 0K0
Telephone: 867-588-4984
Facsimile: 588-3997
Attention: Economic/Business/Employment Officers

Fort Norman Metis Land Corporation
c/o Fort Norman Metis Nation. Local No. 60
General Delivery
Tulita, NT X0E 0K0
Telephone : 867-588-3201
Facsimile: 867-588-3806/4908
Attention: Economic/Business/Employment Officers

Yamoga Lands Corporation
c/o Fort Good Hope Dene Band
PO Box 18
Fort Good Hope, NT X0E 0H0
Telephone: 867-598-2519
Facsimile: 867-598-2437
Attention: Economic/Business/Employment Officers

Ernie McDonald Land Corporation
c/o Norman Wells Metis Nation, Local No. 59
PO Box 69
Norman Wells, NT X0E 0V0
Telephone: 867-587-2455
Facsimile: 867-587-2545
Attention: Economic/Business/Employment Officers



The Sahtu Secretariat Incorporated
PO Box 155
Deline, NT X0E 0G0
Telephone : 867-589-4719
Facsimile : 867-589-4908
Attention: Economic/Business/Employment Officers

Sahtu Business Development Centre
PO Box 307
Norman Wells, NT X0E 0V0
Telephone: 867-587-2016
Facsimile: 867-587-2407
Attention: Economic/Business/Employment Officer

Tulita Yomoria Community Secretariat
PO Box 144
Tulita, NT X0E 0K0
Telephone: 867-588-3116
Facsimile: 867-588-3119
Attention: Economic/Business/Employment Officers

3. Evaluation and Assessment – Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the “Sahtu Dene and Metis Representations”), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the “Sahtu Dene and Metis Representations” and that untrue statements may result in the tender being declared non-responsive.

4. Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) The Minister relies upon the “Sahtu Dene and Metis Representations” to evaluate bids; and
- b) The “Sahtu Dene and Metis Representations” shall become covenants under any contract(s) resulting from this solicitation.



5. Evaluation Criteria

The benefits that apply to this procurement are contained in Section 12 Economic Measures of the Sahtu Dene and Metis Comprehensive Land Claims Agreement (SDMCLCA) Clauses:

12 **Economic Measures**

12.1 Programs for Economic Development

12.1.1 Government economic development programs in the settlement area shall take into account the following objectives:

- a) That the traditional economy of the participants should be maintained and strengthened; and
- b) That the participants should be economically self-sufficient.

12.1.2 To achieve the objectives in 12.1.1, Government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including:

- a) support of the participants' traditional economy and of individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;
- b) assistance in the development of commercially viable businesses and enterprises of the participants, and when necessary, identification of possible sources of financial assistance;
- c) provision of business and economic training and educational assistance to participants so that they may be able to participate more effectively in the northern economy; and
- d) encouragement of the employment of participants in the settlement area, including employment in major projects and developments, in the public service and public agencies. Accordingly, government shall prepare plans for the training and employment of participants, including the development of measures to recognize the special need of participants for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education.

12.1.3 Where government proposes economic development programs related to the objectives in 12.1.1, government shall consult with the Sahtu Tribal Council.

12.1.4 Government shall meet with the Sahtu Tribal Council not less than once every three years to review the effectiveness of programs relating to the objectives in 12.1.1 and the measures in 12.1.2.



12.2 Government Employment and Contracts

12.2.1 Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities:

- a) the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems, or
- b) the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities

shall be followed respectively by Canada or the Government of the Northwest Territories.

12.2.2 The Government of the Northwest Territories shall consult with the Sahtu Tribal Council when developing modifications to its preferential contracting policies, procedures and approaches.

12.2.3 When the Government of the Northwest Territories intends to carry out activities on settlement lands which give rise to employment or other economic opportunities, and when the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, participants shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria including any qualifications particular to the contract, and price.

12.3 General

12.3.1 The provisions of this chapter are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

The successful Contractor MUST:

- a) Provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative, for each person working on this project if requested. This information will be used for security clearance purposes. Fingerprinting may be required. This information must be provided within (3) days of request. The RCMP form 330-23 will need to be completed for each staff member assigned to complete the work on this project.
- b) Ensure that all persons working on site hold a valid security clearance issued by RCMP Departmental Security.
- c) Level of Security Clearance Required has been determined as "RCMP Facility Access with Escort"

SC02 INSURANCE TERMS

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.
3. Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, 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.

SC03 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a) In respect to each loss for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.



SC04 MANDATORY HEALTH AND SAFETY

FOR WORK IN THE NORTHWEST TERRITORIES

1. EMPLOYER/PRIME CONTRACTOR

- 1.1. The Contractor shall, for the purposes of the Occupational Health and Safety Act – Northwest Territories, and for the duration of the Work of the Contract:
 - 1.1.1. act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2. accept the role of Contractor/Principal Contractor/Constructor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3.. agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the GC3 - Execution and Control of Work GC 3.7, to the Project Managers order * to:
 - 1.1.3.1. assume, as the Principal Contractor, the responsibility for the Canada's other Contractor(s); or
 - 1.1.3.2. accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order definition": after contract award, Contractor is ordered by a Change Order

2. WORKERS COMPENSATION BOARD AND SAFETY PROGRAM

- 2.1. The recommended Tenderer shall provide to the Contracting Authority, prior to Contract Award:
 - 2.1.1. A Workers Compensation Board Claims Cost Summary - Manitoba
 - 2.1.2. a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or will be or who are anticipated to be present on the work site(s); and
 - 2.1.3. a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP. If none is required by law, a copy of a health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Tenderor certifies that it has been sent to the AHJ.



- 2.2 The recommended Tenderer shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise/disqualification from the project, at which time the Contracting Authority will be free to approach the next lowest responsive/another Tenderer.

3. PERMITS, NOTIFICATIONS AND SAFETY PLAN

- 3.1. The Contractor shall provide to the Project Manager:

3.1.1. prior to the pre-construction meeting, a transmittal and copy of the Advance Notification of Project form, contained herein, as sent to the Authority Having Jurisdiction (AHJ), unless this requirement is waived by the Project Manager; and

3.1.2. prior to commencement of work and without limiting the terms of General Instructions to Bidders GI14 and GC4 - Protective Measures GC 4.2

3.1.2.1. copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or (AHJ); and

3.1.2.2. a site specific Health and Safety Plan which is acceptable to the AHJ, unless this requirement is waived by the Project Manager.

Exemption to Generic Safety Programs (Northwest Territories and Nunavut only) – Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.



EXEMPTION DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER: _____

NAME OF COMPANY OFFICER: _____

SIGNATURE OF COMPANY OFFICER: _____



ADVANCE NOTIFICATION OF CONSTRUCTION PROJECT

To Provincial Labour Authority:
 This Advance Notification is to advise you that we, the listed contractor, will be undertaking a Federal Construction Project within your jurisdiction for which we are designated the Prime/Principal/General Contractor and that we will be the party responsible for the overall coordination of safety on the construction site.

A pre-construction meeting for this project will be held at (Location) _____ on (Date) _____ at (Time) _____. An invitation for a representative of the provincial/territorial authority to attend this meeting is extended. The Site Specific Safety Plan will be reviewed at this meeting. Should you wish to attend please contact the name listed below.

Date:		File Number:	
Contract Amount:		Project Number:	
Business/Legal Name of Employer/Prime Contractor (AB)(BC); Employer/Contractor (SK); Employer/Principal Contractor (MB)(QC)(NF&Labrador)(NT & Nunavet); Employer/Constructor (ON)(NS)(NB)(PE)(YT)			
<u>Mailing Address:</u>		<u>Telephone:</u> <u>Fax Number:</u> <u>Contact Name:</u>	

PROJECT DETAILS

Location of Project	
Nature of Work/Process Undertaken	
Name of Site Superintendent	
Contact Number for Superintendent	
Estimated Start Date of Project	
Estimated Project Duration	
Number of Workers to be Employed	

List of Sub-Contractors to be Employed (Use additional Space if Required)

Company Name	Business Address/Location

OWNER INFORMATION

Project Owner:	Royal Canadian Mounted Police
Owners Representative:	
Owner Representative Contact Number:	



Hazardous Regulated Activities

This is a notification to the Provincial/Territorial Labour Authority of the Hazardous Regulated Activities that are to be undertaken during the project by the Prime/Principal Contractor or Constructor or any sub-contractors. This list may not be inclusive and may be amended from time to time.

Note to Prime/Principal Contractor or Constructor:

Any Hazardous Regulated Activities which are listed must also have elements included in the Site Specific Safety Plan Listing working Procedures for those activities.

Check Box for activities to be undertaken and provide estimated duration of activities in hours/days.

Check	Activity	Estimated Duration
	Working in or with Trenching/Excavation/Tunnels	
	Use of Scaffolding/Swing Stages	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Work in Confined Spaces	
	Blasting and/or use of explosives	
	Use and or exposure to high voltage electrical	
	Hot Work	
	Demolition	
	Use of temporary structures, stairs, ramps or landings, and constructed ladders	
	Use of Heavy Equipment which may/may not require traffic control	
	Working on or near water	
	Working with hazardous substances/regulated products *	
	Working with radiation emitting devices	
	Working with or exposure to Asbestos, PCBs or Lead	

Please list any other hazardous regulated activities, which are not listed, below:

* If the work is to occur in an occupied space, as a renovation or a lease fit-up, the Prime/Principal Contractor or Constructor is required to provide copies of MSDSs for all controlled products to the Owner's Representative and to maintain copies on site.



DISTRIBUTION

The Prime/Principal Contractor or Constructor is responsible to ensure proper distribution of this form and must provide proof that the form was sent to the Labour Authority. Work activities cannot commence until such proof has been provided. Proof can be by registered mail receipt, or by providing a copy of a fax transmittal notice, or any other means providing indication that the Labour Authority has received this document:

Original: to applicable provincial/territorial labour authority
Copies to: RCMP Project Manager

A copy of this form is to be posted at the project site prior to the commencement of work.

NOTE:

Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information

LABOUR AUTHORITY CONTACTS

The contacts below represent the Labour Authority in the various jurisdictions. They are not representatives of the Workers Compensation. Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

Workers' Compensation Board
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT
X1A 2R3

Attention: Gordon Becket, Chief Industrial Safety Officer
E-mail: gordonb@wcb.nt.ca
Telephone: 867-669-4403
Facsimile: 867-873-0262



CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2008-05-12);
GC9	Contract Security	R2890D	(2012-07-16)
GC10	Insurance	R2900D	(2008-05-12);
Supplementary Conditions			
Insurance Terms			
	Fair Wages and Hours of Labour - Labour Conditions	R2910D	(2008-12-12)
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;			
 - 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
 - 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>
3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Work under this contract will involve, but is not limited to the following for the Royal Canadian Mounted Police (RCMP): Supply of all labour, material, tools, equipment, transportation, and supervision necessary to complete the Detachment Renovations including the Cells for the RCMP located in Norman Wells, NT as outlined in the Requirement - detailed in Annex A, the Specifications - detailed in Annex B, and the Drawings - detailed in Annex C.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

GST #: _____

BA03 THE OFFER

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

\$ _____ excluding GST/HST.
(total amount in numbers as per the cost breakdown of TABLE A)

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **90 days** following the date of solicitation closing.



BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work to be in compliance with the schedule set forth by the RCMP as listed below:

- All work is to be completed by June 15th, 2015

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08 SIGNATURE

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

Signature

Date

**APPENDIX 1 – RCMP CERTIFICATE OF
INSURANCE / ATTESTATION D'ASSURANCE –
GRC**

(To be completed by the Insurer – À être complété par l'Assureur)

CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police (RCMP)

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input type="checkbox"/> Commercial General Liability				\$	\$	\$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

 Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

 Telephone Number

 Signature

 Date D / M / Y

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police (RCMP).</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>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.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (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. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (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. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>



ANNEX A – REQUIREMENT

Work of the Contract comprises the interior renovations of the Facility Building located in Norman Wells, NT. The work will be done in a single phase. This work includes: labour, materials and shipping of materials, in accordance with the contract documents and as further described within the SPECIFICATION – ANNEX B and the DRAWINGS – ANNEX C.

Scope of Work:

1. Exterior Renovations
2. Office/Operations Area
3. Garage Bay
4. Cell Area

The REQUIREMENT is to be referenced along with the SPECIFICATIONS – ANNEX B and the DRAWINGS – ANNEX C.



ANNEX B – SPECIFICATIONS

Attached are the detailed SPECIFICATIONS (Scope of Work) as presented by the Consultant.

All work shall be completed in accordance with this Scope of Work document.

The SPECIFICATIONS are to be referenced along with the REQUIREMENT – ANNEX A and DRAWINGS – ANNEX C.

END OF SECTION



ANNEX C – DRAWINGS

Attached are the detailed DRAWINGS as presented by the Consultant.

All work shall be completed in accordance with these DRAWINGS.

The DRAWINGS are to be referenced along with the REQUIREMENT – ANNEX A and the SPECIFICATIONS – ANNEX B.

Sets of DRAWINGS:

Architectural

- A0.0 Title Page
- A1.0 Demolition Plan
- A2.0 Main Floor Plan
- A3.0 Details
- A8.0 Schedules and Details

Mechanical

- M1.0 Main Floor – Mechanical

Electrical

- E1.0 Electrical – Demolition Plan
- E2.0 Electrical – Main Floor Plan
- E3.0 Electrical – Specification

END OF SECTION