

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

Procurement and Contracting Services
73 Leikin Drive,
Visitor Center - Building M1
Mailstop # 15
Ottawa, ON K1A 0R2

Attn: Shannon Plunkett 613-843-3798

Facsimile Number for Amendments:

613-825-0082

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

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. - No de télécopieur:

Telephone No. - no de telephone:

Title-Sujet: Construction – Duplex - Pangnirtung	
Solicitation No. - No. de l'invitation 201601064	Date 2015-06-25
Client Reference No. - No. De Référence du Client 201601064	
GETS Reference No. - No. de Référence de SEAG 201601064	
Solicitation Closes –L'invitation prend fin at - à 2:00pm EST on - le July 10th, 2015	
F.O.B. - F.A.B. Destination	
Address Enquiries to: - Adresser toutes questions à: Eric Glynn, Manager – Contracting Authority	
Telephone No. - No de telephone 613-843-5533	Fax No. - N° de FAX: 613-825-0082
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:	
This document contains a Security 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 l'entrepreneur	

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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)

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).

BUY AND SELL

Buyandsell.gc.ca/tenders is the Government of Canada's Electronic Tendering Service Provider.

Buyandsell.gc.ca/tenders does not advise potential bidders of changes to any of the projects. It is the responsibility of potential bidders to ensure that they are frequenting the site, ensuring that they are in receipt of all amendments for projects.

Please include, as part of your bid package, copies of all amendments that have been duly signed/initialed verifying proof of receipt.

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.

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.

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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2015-02-25)

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/15> (to proceed with a "search" insert R2710T in the ID box)

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Annex "B" – Drawings
Annex "C" – Security Requirement Checklist
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Annex "F" – Inuit Content Certification

APPENDIX 1 – RCMP CERTIFICATE ON INSURANCE / ATTESTATION D'ASSURANCE - GRC

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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 (2015-02-25);
 - (d) Clauses & Conditions identified in "Contract Documents";
 - (e) Drawings and Specifications;
 - (f) Bid and Acceptance Form and related Appendice(s);
 - (g) Inuit Benefits Plan; and,
 - (h) 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) **Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. The RCMP will not assume responsibility for bids directed to any other location.**

Due to the nature of the bid solicitation, Bids transmitted by facsimile or e-mail to the RCMP will NOT be accepted.

- 4) Canada requests that Bidders follow the format instructions described below in the preparation of their Bid:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

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 the 'Approval of Alternative Materials' section 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 SITE VISIT

There is no requirement for a site visit, but should the bidder insist on a review of the site, they can contact **Ray Daumler at 204-984-6745.**

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with the 'Revision of Bid' section of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is **(613) 825-0082.**

SI05 BID RESULTS

Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. **613-843-5533**

SI06 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; 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).

SI07 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 SI07 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 SI07 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 the 'Rejection of Bid' section of R2710T "General Instructions to Bidders".

SI08 CONSTRUCTION DOCUMENTS

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. 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.

SI09 SECURITY CLEARANCE

The RCMP has determined that there will be no requirement for Security Clearances to be completed as this is a new structure. However, all persons working on-site to correct deficiencies or perform warranty work will be required to have a Facility Access with Escort Security Clearance issued by the RCMP Departmental Security Branch (DSB).

SI10 NUNAVUT LAND CLAIMS AGREEMENT

The requirements of the Nunavut Land Claims Agreement will apply to the proposed procurement. Proponents are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and Inuit citizens and businesses in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 – Government Contracts, of The Agreement between the Inuit of the Nunavut 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 who has been assessed to have provided the **Highest Combined Technical Merit (25%) and Price (75%)** - A0027T (2012-07-16)

2. Nunavut Settlement Area 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:

**** As per Annex "D" – Requirements for Inuit Benefits, and Annex "E" – Evaluation Criteria for Inuit Benefits**

For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of the Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, and

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

"deliveries to" means "goods delivered to, and services performed in".

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

Nunavut Tunngavik Incorporated
PO Box 280
Rankin Inlet, NT, X0C 0G0
Phone: 867-645-3199
Facsimile: 867-645-3452

3. Evaluation Criteria

The benefits that apply to this procurement are contained in Section 4, Inuit of Land Claims Agreement (NLCA) Clauses:

- 24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with

respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

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

SI11 BID PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their Bid in separate sections as follows:

Section I: Technical Proposal – Requirement for Inuit Benefits - four (4) hard copies

Section II: Financial Bid – Bid and Acceptance form - one (1) hard copy (to be presented in a sealed separate envelope

Prices must appear on the Bid and Acceptance Form - found in section BA03 “The Offer” only. No prices must be indicated in any other section of the Bid.

Section I: Technical Proposal – Requirements for Inuit Benefit

In their Technical Proposal, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for providing the requirements for Inuit Benefits.

The Technical Proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the Bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their Bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid – Bid and Acceptance Form

1.1 Bidders must submit their bid by completing the Bid and Acceptance form located in Section BA03 – “The Offer”. The total amount of Goods and Services Tax or Harmonized Sales Tax is not included in this price and will be added separately, if applicable.

1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

SI12 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the Bids.

1.1. Technical Evaluation

See Annex “D” – Requirement for Inuit Benefit and Annex “E”- Evaluation Criteria.

1.2 Financial Evaluation

See Bid and Acceptance Form – BA03 “The Offer”.

2. Basis of Selection

2.1 Highest Combined Rating of Technical Merit (25%) and Price (75%) - A0027T (2012-07-16)

- 2.1.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
- 2.1.2 Bids not meeting (a) and (b) will be declared non-responsive.
- 2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 25% for the Technical Merit and 75% for the price.
- 2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 25.
- 2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 75.
- 2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

3. Recommendation

The proponent receiving the highest Total Score combined is the first entity that the Evaluation Board will recommend being approached in order to finalize details of an agreement for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be recommended.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of price and technical merit, respectively. The total points available equal 250 and the lowest evaluated price is \$45,000.

		Bidder 1	Bidder 2	Bidder 3
Bid Evaluation Price		\$50,000.00	\$45,000.00	\$55,000.00
Overall Technical Score		185/250	174/250	210/250
Calculations	Pricing Score	$45/50 \times 75 = 67.5$	$45/45 \times 75 = 75$	$45/55 \times 75 = 61.36$
	Technical Merit Score	$185/250 \times 25 = 18.5$	$174/250 \times 25 = 17.4$	$210/250 \times 25 = 21.0$
Combined Rating		86.0	92.4	82.36

Overall Rating	2nd	1st	3rd
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SI13 DEBRIEFINGS

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 in person.

SI14 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://buyandsell.gc.ca/for-businesses>

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 PWGWSC-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/all>

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>

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

The RCMP has determined that there will be no requirement for Security Clearances to be completed as this is a new structure. However, all persons working on-site to correct deficiencies or perform warranty work will be required to have a Facility Access with Escort Security Clearance issued by the RCMP Departmental Security Branch (DSB).

SC02 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 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.

SC03 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.

Exception to SC03 – Insurance Terms; Proof 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 “**Appendix 1 – RCMP CERTIFICATE OF INSURANCE / ATTESTATION D’ASSURANCE - GRC**”

SC04 MANDATORY HEALTH AND SAFETY

Employer/Principal Contractor: *For Work in the Nunavut Territory.*

1. EMPLOYER/PRIME CONTRACTOR

- 1.1. The Contractor shall, for the purposes of the Occupational Health and Safety Act – Nunavut, 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. WCB and SAFETY PROGRAM

- 2.1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
- 2.1.1 a Statement of Injury Cost Supplement and a Workers Compensation Board Premium Rate Statement
 - 2.1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).
 - 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 Proponent 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, at which time the Contracting Authority will be free to approach the next highest ranked responsive Proponent.

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.

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.

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	
	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

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: _____

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) Duly completed Inuit Benefits Plan;
 - (d) Drawings and Specifications;
 - (e) General Conditions and clauses
 - GC1 General Provisions R2810D (2015-04-01);
 - GC2 Administration of the Contract R2820D (2015-02-25);
 - GC3 Execution and Control of the Work R2830D (2015-02-25);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC5 Terms of Payment - **See Note #1 below** R2850D (2015-02-25);
 - 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 R288[0][2]D (2008-12-12);
 - GC9 Contract Security R2890D (2014-06-26);
 - GC10 Insurance R2900D (2008-05-12);
 - Supplementary Conditions
 - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2014-06-26);
 - Schedules of Wage Rates for Federal Construction Contracts;
 - (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (g) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (h) 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.

Note #1: Payments related to Progress Reports:

1. The Contractor must submit reports, in electronic format, on the Progress of the Work as it relates to the Inuit Benefits Plan as presented by the Contractor during the Tender Process. The reports must be presented to the RCMP Project Manager along with Progress Payment Requests or payments may not be released.
2. The Progress Report needs to contain the following information:

Part 1: The Contractor is required to answer the following questions:

- a. Is the Human Resources Plan being met?
- b. Is the Inuit Business Plan being met?

**** Each negative response needs to be supported with an explanation.**

Part 2: A narrative report, brief, yet sufficiently detailed to enable the Project Manager to evaluate the progress of the Human Resources Plan and the Inuit Business Plan, containing as a minimum:

- A description of the progress of each of these plans as a whole during the period of the report.
- An explanation of any variation from the plans

- A description of any additional requirements put into place in order to meet the objectives of the Plans
- Along with the Narrative Report and Progress Payment Request, the Contractor must provide Line Item Cost Breakdown, showing what portions of those costs can be reflected in their Inuit Benefits Plan (It is anticipated that this will provide substantiation of their Inuit Benefits Plan.)

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Title:

Construction – Duplex – Pangnirtung

Description:

The RCMP requires a new residential duplex to meet its operational requirements for the delivery of policing services in Pangnirtung, NU and the surrounding areas. This requirement is for the construction of a new residential duplex.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

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.
(amount in numbers)

Note: There is a requirement to carry the following cash allowances totalling \$21,000.00. These amounts must also be included in the Total Bid Amount and must be billed separately with invoices attached showing actual costs incurred.

- Purchase and installation of window blinds for all windows: \$6,000.00
- Electrical Services to Nunavut Power: \$15,000.00

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:

1. Substantial Completion in **March 31st, 2016.**

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


Annex “A” – Specifications

All specifications are included as separate documents, and to be referenced as Annex “A”.

Annex “B” – Drawings

All drawings are included as separated documents, and to be referenced as Annex “B”.

Annex "C" – Security Requirement Checklist

 **Government of Canada** / **Gouvernement du Canada**

SRCL # 2015-1119988

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Royal Canadian Mounted Police		Corporate Management Branch North West Division	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Construction services for new duplex housing project in Pangnirtung, NU.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial carrier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PARTIE A - INFORMATION GÉNÉRALE / PARTIE A - GÉNÉRAL

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: No / Non Yes / Oui

PARTIE B - PERSONNEL / PARTIE B - PERSONNEL (À REMPLIR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input checked="" type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments / Commentaires spéciaux: Construction of new RCMP housing. No access to existing RCMP facilities is required.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui
 No / Non Yes / Oui

PARTIE C - SITES / PARTIE C - SITES (À REMPLIR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
--





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART I
 For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	COMSEC This SECRET	PROTECTED / PROTÉGÉ	CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIAL	SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	COMSEC This SECRET	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET
Information / Assets / Informations / Biens																
Production																
IT Media / Support // Média électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Annex “D” – Requirements for Inuit Benefits

The contract shall include the following:

1. Preamble

Further to the Nunavut Land Claims Agreement (NLCA) this contract contains a requirement for the provision of benefits to Inuit people and firms.

2. Scope of Document

This document provides details on the Crown’s requirements for Inuit Benefits. This document includes definitions on terminology used. Definitions that apply to the requirements of this Annex are provided in Section 7 below.

3. Inuit Benefits Plan

Within 30 days after date of Contract Award, the Contractor shall submit to the Crown for approval a finalized Inuit Benefits Plan which is based upon the draft Plan submitted as part of the proposal updated as detailed in paragraph 5.1 below. The Inuit Benefits Plan shall include the following

3.1 Inuit Benefits Content

The Inuit Benefits Plan shall include a clear statement of the minimum amount of Inuit Benefits that the Bidder proposes to provide, expressed in dollars and as a percentage of the “Total Bid Amount” (Identified in BA03 – The Offer). Note: This must be a minimum of 7.5% in order to qualify. The Inuit Business Plan must also include a clear statement of the minimum hours of direct employment of Inuit Resources as well as a clear statement of the minimum dollar value of business sourced to Inuit firms that the Contractor intends to use in carrying out the work. The minimum benefits must not be less than that detailed in the proposal.

3.2 Human Resources Plan

The Inuit Benefits Plan shall include a Human Resources Plan that details how the Contractor or its subcontractor(s) intends to maximize the use of Inuit employment. The Human Resources Plan shall address how employment of Inuit people will be managed and shall provide:

- a) details on the work to be carried out for each position proposed to be filled by an Inuit person,
- b) Strategies for recruitment of Inuit persons,
- c) Staff Management

The Human Resources Plan shall be in sufficient detail to allow the Crown to assess the quality and value of the Inuit Benefits proposed but also the probability of meeting the objectives contained therein.

3.3 Inuit Business Plan

The Inuit Benefits Plan shall include an Inuit Business Plan that details how the Contractor intends to maximize the use of Inuit firms. The Inuit Business Plan shall:

- a) Identify the work intended to be carried out by Inuit firms, as well as the dollar value of the work,
- b) Detail how business with Inuit firms will be managed, from developing sources of supply to administration, and
- c) Detail any development of new sources of supply, or new capabilities,

3.4 Transactions

Each item of Inuit Benefits shall be detailed in Transaction form, detailing the Benefit, the amount of work involved in terms of dollars and labour.

3.5 Allowable Expenses

The following defines what is allowable as an expense for Inuit Benefits.

3.7.1 Allowable costs associated with labour carried out by an Inuit person are direct salaries, benefits (including but not limited to health, pension, and vacation) and other associated costs, which are paid to Inuit persons or firms

3.7.2 Allowable costs associated with work placed with Inuit Firms are those costs (including but not limited to direct costs, overhead, and profit) which are paid to Inuit persons or firms

3.6 Amendment of Inuit Benefits Plan

At any time during the contract, the Contractor may propose amendments to the Contracting Authority to the Inuit Benefits Plan. Any such proposal must include a justification for the change and a detailed explanation that the change results in Inuit Benefits that are not reduced in quantity or quality. Canada shall provide comments or agreement within 10 working days. Canada is under no obligation to accept any such proposal regardless of its content or justification.

4. Other Requirements

4.1 Quality of the Benefits

While Inuit participation in the work is a mandatory requirement, it is desirable that this participation be of a lasting, sustainable and meaningful nature. These requirements may be met by the Contractor or by any of its subcontractors.

4.2 Assessment of Benefits

Canada will carry out an annual assessment of the benefits achieved compared against the Inuit Benefits Plan. Canada's review shall be completed within 1 month after receipt of the Annual Report of paragraph 5.2 below.

The assessment shall compare the benefits forecast in each transaction against actual results accomplished by the Contractor or its subcontractor(s). The assessment shall examine each transaction and report on whether or not the transaction was completed and whether or not the objectives of the transaction were accomplished. If any objectives were not met, the report shall, if possible, identify why not.

A draft final assessment shall be provided by Canada to the Contractor for comment within 5 days thereafter. Canada shall review these comments, finalize the Assessment and issue it within 5 days after receiving Contractor's comments.

5. Reporting Requirements

5.1 Yearly Plan Update

The Contractor shall provide Updates to the Inuit Benefits Plan, which add details on the specific transactions that the Contractor proposes to accomplish in the upcoming contract year.

Each Update shall provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

The Update shall be submitted to the RCMP Project Authority for review and comment. RCMP shall provide comments, or approval within 10 calendar days thereafter. The Contractor shall revise and resubmit the Update within 1 week of receipt of the RCMP comments. The Updates must be submitted:

- a) within 30 days after date of Contract Award
- b) not later than March 31st of each subsequent year

5.2 Annual Report

The Contractor shall provide annually a detailed report on the Inuit Benefits accomplished in the preceding year. This report shall be provided to the RCMP Project Authority within 1 month after each anniversary of Contract Award.

It shall provide for each Transaction listed in the Inuit Benefits Plan what was actually accomplished, the dollar value of the Inuit Benefits achieved and an assessment of the quality of the benefit.

5.3 Interim Report

The Contractor shall provide an Interim Inuit Benefits Report within 6 months after each anniversary of Contract Award. The Interim Report shall provide the same detail as for the Annual Report, but shall also provide a projection on the total benefits anticipated by the end of the year.

5.4 Submission of Documents

The documents detailed above shall be submitted in hard copies (an original plus 2 copies) as well as in electronic format to the RCMP Project Manager.

6. Nunavut Land Claims Agreement

Article 24.1.6 of the Nunavut Land Claims Agreement reads

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

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

7. Definitions

Inuit Person

An Inuit Person is defined for the purposes of this RFP as someone who has his or her name enrolled on the Inuit Enrolment List.

Inuit Firm

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

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

For a comprehensive list of Inuit firms, together with information on the goods and services, which they would be in a position to furnish in relation to government contracts, please refer to www.inuitfirm.com

Coaching

On-the-job advice starting with feedback on observed performance. Coaching usually assumes that the coach has experience, high status or qualification, as well as monitoring responsibility assigned by the organization. Supervisors often coach.

Counseling

Conversation that focuses on providing advice or a plan of action to deal with personal problems, medical conditions, or problematic challenges of some kind. It usually involves problem identification, problem solving or coping strategies. Professional on-the-job counseling is rare in Nunavut, but is sometimes conducted outside the work site through independent employee assistance or wellness agencies.

Job Shadowing

Brief (1-5 days max.) assignments that introduce potential staff to new work environments and related staff, functions and requirements, without the stress of related assignments or unrealistic expectations. This staff development mechanism can be available to all staff or Inuit staff to encourage them to consider alternate careers, advanced training, specialized training, and supervisory or management roles.

Mentorship

Self-development process, initiated and driven by the employee (Mentee), who identifies someone with greater experience (mentor), to conduct open-ended discussion about setting and revising goals, by sharing experiences, knowledge, perceptions, and resources.

Mentor

Someone regarded as having valuable experience, knowledge, perceptions and/or resources and is requested to support a mentee through setting, revising and achieving goals.

Mentee

Person who seeks the support of a mentor, formally or informally, for personal or professional growth.

Mandated Mentorship

Feature of training and development organized by the employer for the benefit of participating employees. Such mentors are typically given "time off" by their supervisors to meet with a mentee.

On-the-job Training

Formalized instruction, or instruction in formal systems, conducted on or near the workplace, during normal work hours. It is most often required or desired by the employer. It is usually done to bring less-qualified staff up to satisfactory performance, introduce new systems or technologies, or prepare staff for advancement. Supervisors, experienced staff or professional specialized trainers may be utilized.

Orientation

Process by which a new member of the organization is familiarized with his or her work environment, duties and work values. Orientation can be thought of as a short-term or extended effort to make the new staff comfortable and effective, as quickly as possible. It is usually assigned to a more experienced co-worker or a designated employee responsible to conduct orientations. Orientation may include "induction" which is a sequence of accountable (by personnel staff) and systematic introductions to all essential worksite knowledge, skills and attitudes required of the employee.

Training

To form a skill by instruction, discipline or drill. The focus is most often a product, process, craft, trade or art. In today's workplace, it is expanded to include information, attitudes and values. The instructor is selected for his or her skill and experience, as well as effectiveness and efficiency in training others.

Sustainability (Inuit Benefits Plan)

Demonstrates how long-term benefits may be generated for Inuit firms, Inuit self-employment and/or for individual Inuit employees through workforce development including, but not limited to skills training on-the-job, apprenticeship or any of the above human resource mechanisms.

8. Financial Requirement to Meet Inuit Benefit

For the purposes of evaluating Inuit Benefits Plan, the financial benefits for the Inuit People must be at a minimum of 7.5% of the Total Bid Amount (Identified in BA03 – The Offer).

Annex “E” – Evaluation Criteria for Inuit Benefits

Bidder Instructions: The Bidder is requested to respond to the Evaluation Criteria using the table formats below.

MANDATORY REQUIREMENTS

At bid closing time, the Bidder must:

- a) comply with the following Mandatory Requirements; and
- b) provide the necessary documentation to support compliance.

Any Bid which fails to meet the following Mandatory Requirements will be considered non-responsive and will not be given further consideration. Each requirement should be addressed separately.

#	Mandatory Requirements	MET (Yes/No)	Demonstrate HOW the requirement is Met (Cross reference to resource resume as applicable)
M1	<p>The Bidder must offer <u>Inuit Content</u> with a total value of a minimum of 7.5% of the Total Bid Amount (Identified under BA03 – The Offer).</p>		
M2	<p>The Bidder must provide a draft <u>Inuit Benefits Plan</u> meeting the intent of Article 24.6.1 of the Nunavut Land Claim Agreement, and must be in sufficient detail to allow the Crown to evaluate the probability that the objectives can be met by the Bidder.</p> <p>The Inuit Benefits Plan must include the following as a minimum:</p> <ol style="list-style-type: none"> a) A clear statement of the minimum amount of Inuit Benefits that the Bidder proposes to provide, expressed in dollars and as a percentage of the Total Bid Amount. The Inuit Benefits Plan must also include a clear statement of the minimum hours of direct employment of Inuit Resources as well as a clear statement of the minimum dollar value of business sourced to Inuit firms that the Bidder proposes to use in carrying out the work. b) A <u>Human Resources Plan</u> that details how the Bidder intends to maximize the use of Inuit employment, and how this employment will be managed. As a minimum, the plan must include: <ul style="list-style-type: none"> o Details on the work to be carried out for each position proposed to be filled by an Inuit Person, o Strategies for recruitment of Inuit persons; and, o Staff management. c) An <u>Inuit Business Plan</u> that details how the Bidder intends to maximize the use of Inuit Firms. As a minimum the plan must include: <ul style="list-style-type: none"> o The work intended to be carried out by Inuit Firms, as well as the dollar value of the work, 		

	<ul style="list-style-type: none"> ○ Details how business with Inuit Firms will be managed, from developing sources of supply to administration; and, ○ Details of any development of new sources of supply, or new capabilities. 		
M3	The Bidder must provide a completed and signed <u>Inuit Content Certification</u> , as identified by Annex “F” – Inuit Content Certification .		

RATED REQUIREMENTS

Each Technical Proposal that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria. Point-Rated Evaluation Criteria **R2 & R3** will be allocated points using “**Evaluation Table 1**” (as identified below).

#	Rated Requirement	Max Score	Score	Substantiating Detail (Explanation)
R1	<p><u>Inuit Content:</u></p> <p>In addition to M1, the Bidder should offer <u>Inuit Content</u> with a total value of more than 7.5% of the Total Bid Amount (Identified under BA03 – The Offer).</p> <p><u>Allocation of Points:</u></p> <ul style="list-style-type: none"> • > 7.5% to 10.0% 60 Points • >10.0% to 12.5% 70 Points • >12.5% to 15.0% 80 Points • >15.0% to 17.5% 90 Points • > 17.5% 100 Points 	100		
R2	In addition to M2, the Bidder’s <u>Human Resources Plan</u> will be evaluated against the achievability of the plan, taking into consideration the Bidder’s demonstration of its knowledge and appreciation for the issues involved, the challenges of recruiting Inuit staff, and the challenges of staff management.	75		
R3	In addition to M3, the Bidder’s <u>Inuit Business Plan</u> will be evaluated against the achievability of the plan, the extent of engagement experience with contracting with Inuit people, and the quality of Inuit Benefits detailed in the plan.	75		
		Max Score: 250	Total Score: _____	

Evaluation Table 1:

0%	The Bidder did not submit information to be evaluated.
10%	The information submitted is unacceptable and does not meet the rated requirement. The weaknesses cannot be corrected. The Bidder lacks the knowledge and appreciation of the issues, and challenges of Inuit Business. . The proposal is not likely able to meet the Inuit requirements. The Bidder receives 10% of the available points for this element.
20%	The information submitted is extremely poor and generally does not meet the rated requirement. It is doubtful that the weaknesses can be corrected. There are obvious and serious lapses with the Bidder's knowledge and appreciation of the issues, and challenges of Inuit Business. . The proposal is missing key components and the overall understanding of the Inuit requirements is low. The Bidder receives 20% of the available points for this element.
30-40%	The information submitted lacks sufficient detail to meet the rated requirement. The weaknesses can most likely be corrected. The Bidder lacks sufficient knowledge and appreciation of the issues, and challenges of Inuit Business. . The proposal is generally weak, and is either missing components, or lacking overall understanding of Inuit requirements. The Bidder receives between 30% and 40% of the available points for this element, based on the Evaluation Team consensus.
50%	The information submitted barely meets the rated requirement. The weaknesses are easy to correct. The Bidder has only a minimum knowledge and appreciation of the issues, and challenges of Inuit Business. . The proposal minimally demonstrates an understanding of the Inuit requirement. The Bidder receives 50% of the available points for this element.
60-70%	The information submitted satisfies the rated requirement. There are no significant weaknesses identified. The Bidder is adequately knowledgeable, and demonstrates a satisfactory appreciation of the issues, and challenges of Inuit Business. The proposal covers all components and demonstrates an understanding of the Inuit requirements. The Bidder receives between 60% and 70% of the available points for this element, based on the Evaluation Team consensus.
80-90%	The information submitted more than satisfies the rated requirement. There are no apparent weaknesses present. The Bidder is well knowledgeable, and demonstrates a keen appreciation of the issues, and challenges of Inuit Business. The proposal is quite strong and demonstrates an above average understanding of the Inuit requirement. The Bidder receives between 80% and 90% of the available points for this element, based on the Evaluation Team consensus.
100%	The information submitted exceeds the rated requirement. There are no weaknesses. The Bidder is highly knowledgeable and shows a great appreciation of the issues, and challenges of Inuit Business. The proposal is exceptional, and demonstrates a superb understanding of the Inuit requirements. The Bidder receives 100% of the available points for this element.

Annex “F” – Inuit Content Certification

The following apply to form this Inuit Content Certification:

1. This procurement is subject to 7.5% Inuit Content. A minimum of 7.5% Inuit Content must be achieved as detailed in **Annex “D” – Requirement for Inuit Benefit and Annex “E”- Evaluation Criteria.**
2. The Bidder represents and warrants that, of the Goods and Services being offered, no less than 7.5 percent of the Total Bid Amount (Identified under BA03 – The Offer) applies, as defined in **Annex “D” – Requirement for Inuit Benefit and Annex “E”- Evaluation Criteria.**
3. The Bidder acknowledges that the RCMP relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Inuit content may be verified in such manner as the RCMP may reasonably require.
4. Should verification by the RCMP disclose a breach of such covenant, the RCMP shall have the right to treat any contract resulting from this bid as being in default.

Signature

Date

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



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		
<input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<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

Royal Canadian Mounted Police
Gendarmerie royale du Canada

 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>