RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving Royal Canadian Mounted Police Procurement and Contracting Services

Email/Courriel:

NWR Procurement Bids@rcmp-grc.gc.ca

Réception des soumissions Gendarmerie royale du Canada Service des acquisitions et des marchés,

Email/Courriel:

NWR_Procurement_Bids@rcmp-grc.gc.ca

REQUEST FOR PROPOSAL

Proposal to: Royal Canadian Mounted Police

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

DEMANDE DE PROPOSITION

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Annual Fire & Safety Equipment Testing and Inspections – V Division Facilities				Date January 24, 2024		
Solicitation No. – Nº de l'invitation				M5000-23-05093/B		
Client Refer	ence No No.	De Référe	nce du Client	202305093		
Solicitation	Closes – L'inv	itation pre	nd fin			
At /à :	2:00 p.m. / 14	4h00	CST (Central Standard Time) HNC (Heure Normale du Centre)			
On / le :	February 23,	2024				
Delivery - Li See herein – présentes		Taxes - T See herei présentes	n — Voir aux	Duty – Droits See herein — Voir aux présentes		
	- Voir aux prés		Destinations	des biens et services		
See herein -	Voir aux prés	ontos				
Address Inq	- Voir aux prés uiries to - Adı ki, <u>shawn.m.ba</u>	resser tout		e renseignements à		
Address Inq Shawn Balas	uiries to – Adı ki, <u>shawn.m.ba</u> lo. – No. de té	resser tout	o-grc.gc.ca			
Address Inq Shawn Balas Telephone N 780-670-859 Delivery Red Livraison ex	uiries to – Adı ki, <u>shawn.m.ba</u> lo. – No. de té 2 quired –	resser tout alaski@rcmp	o-grc.gc.ca	No. – No. de télécopieu		
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Telephone No. – No. de téléphone Facsimile No. – No. de télécopieur

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

Signature	Date



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Royal Canadian Gendarmerie royale Mounted Police du Canada

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This bid solicitation cancels and supersedes previous bid solicitation number M5000-2305093/A dated November 14, 2023 with a closing of December 11, 2023 at 2:00 pm Central Standard Time (CST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.



PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 2 – Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- Bidders are reminded to obtain the required security clearance promptly. Any delay in the award
 of a contract to allow the successful Bidder to obtain the required clearance will be at the entire
 discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the Contract Security

 Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website. Please note, the above website is specific to PWGSC
 requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

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

- Nunavut Land Claims Agreement.

1.3.1 Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the <u>Nunavut Directive</u>).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.



1.3.2 Nunavut Directive: Indigenous Benefits Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "C" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

- 1. Inuit employment (either directly or through subcontractors);
- 2. Inuit ownership (Contractor and subcontractors); and
- 3. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "E" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

1.3.3 Nunavut Directive: Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment
 - 2. Total hours and total dollars spent on Inuit Training
 - 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "D" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.
- **1.3.4** This solicitation is limited for bidding among firms registered on the <u>Inuit Firm Registry (IFR)</u>. For additional information, see Part 5 Certification and Additional Information.

1.4 Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to Annex 9.4 of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.



1.5 Debriefings

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

1.6 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



2.4 Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate accounting@rcmp-grc.gc.ca



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Inuit Benefits Plan (one soft copy in PDF format)

Section III Financial Bid (one soft copy in PDF format)

Section IV: Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

a) use a numbering system that corresponds to the bid solicitation.

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

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)



- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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
 - b. 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.

Section I: Technical Bid

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

Section II: Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the Work.

Section III: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

Section IV: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Technical Evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Inuit Benefits Plan Evaluation

4.1.2.1 IBP Criteria

The IBP evaluation criteria are included in Annex D (Inuit Benefits Plan Evaluation).

4.1.3 Financial Evaluation

SACC Manual Clause A0220T (2017-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Nunavut Directive: Highest combined rating of Inuit Benefits Plan commitment, technical merit, and price – Limited to Inuit Firm Registry

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria, including being registered on the <u>Inuit Firm Registry (IFR)</u>;
- 2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of total Inuit Benefits Plan (IBP) merit, and price. The ratio will be 30% for the total IBP merit, and 70% for price.
- 4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70% as follows: lowest evaluated price / bid price, multiplied by the ratio of 70%.
- 5. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
- 6. The total IBP merit score is the combined sum total of all individual IBP merit scores.
 - i. Inuit Employment 10%
 - ii. Inuit Ownership (Contractor and subcontractors) 10%
 - iii. Location in the Nunavut Settlement Area (NSA) 10%
- 7. For each responsive bid, the total IBP merit score for each criterion, and the pricing score will be added to determine its combined rating.



8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of total IBP merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of total IBP merit score and pricing score, respectively. In this example, Inuit employment is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 10%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

		Bidder 1	Bidder 1 Bidder 2	
Bid Evaluation Price		\$ 65,000.00	\$ 85,000.00	\$ 100,000.00
Inuit Benefit Plan	Inuit Employment Score	85/90	80/90	75/90
Commitment	Inuit Ownership Score	25/30	20/30	15/30
(IBC & NBC)	Location in NSA Score	275/300	300/300	300/300
Calculations: Price	Pricing Score	65,000/65,000 x 70 = 70	65,000/85,000 x 70 = 53.6	65,000/100,000 x 70 = 45.5
Calculations:	Inuit Employment Score	85/90 x 10 = 9.4	80/90 x 10 = 8.9	75/90 x 10 = 8.3
IBP Commitment	Inuit Ownership Score	25/30 x 10 = 8.3	20/30 x 10 = 6.7	15/30 x 10 = 5
	Location in NSA Score	275/300 x 10 = 9.2	300/300 x 10 = 10	300/300 x 10 = 10
	Combined Rating		79.2	68.8
Overall Rating		1st	2nd	3rd

The Bidder receiving the highest Total Combined Rating Score will be recommended for award of the contract. In the case of a tie, the Bidder with the lower price for the services will be selected.



Attachment 1 to Part 4 - Mandatory Technical Criteria

1. MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

	MANDATORY EVALUATION CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	MET/ NOT MET [Completed by RCMP Evaluator]
M1	The Bidder must have in their employ at least one Red Seal Electrician Journeyperson.		
M2	The Bidder must indicate name(s) of Red Seal Journeyperson Electrician(s) in Contractors employ who is authorized to provide the necessary professional services to the full extent that may be required by Provincial or Territorial law.		
М3	The Bidder must provide a copy of the Red Seal Journeyperson Electrician(s) certificate for each employee identified in M2.		



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination ((See Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.



5.1.3.2 Former Public Servant – See Attachment 2 to Part 5

5.1.3.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.3.4 Education and Experience

5.1.3.4.1 SACC Manual clause <u>A3010T</u> (2010-08-16) Education and Experience

5.1.3.5 Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.1.3.6 Limited to Firms on the Inuit Firm Registry (IFR)

- a. Only Bidders registered on the <u>Inuit Firm Registry (IFR)</u> may qualify for contract award.
- b. Bidders must be registered on the IFR by bid closing. If a bidder is not registered on the IFR by that time, their bid will be declared non-responsive and given no further consideration.
- c. Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.



Attachment 1 to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the ur	ndersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:
(Corpor	rate Name of Recipient of this Submission)
for:	(Name and Number of Bid and Project)
in respo	onse to the call or request (hereinafter "call") for bids made by:
(Name	of Tendering Authority)
do here	by make the following statements that I certify to be true and complete in every respect:
I certify	, on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])
1.	I have read and I understand the contents of this Certificate;
2.	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3.	I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4.	each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5.	for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
	a. has been requested to submit a bid in response to this call for bids;b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6.	the Bidder discloses that (check one of the following, as applicable):
	 a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor; b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7.	in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no



consultation, communication, agreement or arrangement with any competitor regarding:



Royal Canadian Gendarmerie royale Mounted Police du Canada

- a. prices;
- b. methods, factors or formulas used to calculate prices;
- c. the intention or decision to submit, or not to submit, a bid; or
- d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)		
(Position Title)	(Date)	



ATTACHMENT 2 to PART 5

FORMER PUBLIC SERVANT CERTIFICATION

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, R.S., 1985, c.. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian</u>
<u>Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes $(\)$ No $(\)$

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.

All Contractor personnel working on-site must hold a valid "Facility Level 2 Access – Escort required" issued by RCMP Departmental Security. The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site.

Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

The Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Copy of Government issued, signature bearing photo Identification (Front and Back)

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and in the manner committed to in the Contractor's IBP at Annex "C" (Inuit Benefits Plan).

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

6.3.2.1 Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



6.3.3 Disclosure of Information

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

6.3.4 Implementation of the Inuit Benefits Plan

6.3.4.1 Nunavut Directive: Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 - 1. Total hours and total dollars spent on Inuit Employment
 - 2. Total hours and total dollars spent on Inuit Training
 - 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - 4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "D" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

6.3.4.2 Nunavut Directive: Third party independent professional

- If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- 2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.



- The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- 4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- 5. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:
 - Canada will not reimburse the Contractor any cost of the third party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
- Nothing in this section limits any other remedy or action available to Canada under this contract.

6.3.4.3 Nunavut Directive: Inuit Benefit Plan deviations

- If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- 2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- 3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
- 4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
- Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is for 1 year from date of Contract to _____ inclusive. (To be determined at contract award)



6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 2-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Comprehensive Land Claims Agreement(s)

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

- Nunavut Land Claims Agreement.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Balaski

Royal Canadian Mounted Police

Telephone: 780-670-8592 Facsimile: 780-454-4527

The Project Authority for the Contract is:

E-mail address: shawn.m.balaski@rcmp-grc.gc.ca

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

6.5.2 Project Authority

(The Project Authori	ty will be identified at Contract Award
Name: Title:	Royal Canadian Mounted Police
	rtoyar Gariadian Modrited i Giloc
Telephone: Facsimile:	
E-mail address:	@rcmp-grc.gc.ca

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



6.5.3 Contractor's Representative

Name:	
Title:	
Telephone No.	
Facsimile No.	<u></u>
E-mail address:	

(The Contractor's Representative will be identified at Contract Award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B for a cost of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.7.3 Method of Payment - Monthly Payments

SACC Manual clause H1008C (2008-05-12) Monthly Payments

6.7.3.1 IBP Holdback

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

- If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
- 2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
- 3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;



- b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
- the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
- 4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
- 5. The total value of the IBP Holdback shall not exceed 2 % of the total contract value.
- 6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
- 7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

6.7.4 SACC Manual Clauses

C0705C (2010-01-11) Discretionary Audit

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "D" (IBP Progress Reporting) of the Contract;
- Invoices must be distributed as follows:
 - One (1) copy must be forwarded by email to the Project Authority and to the Contracting Authority for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.9.2 Registered on the Inuit Firm Registry (IFR)

The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.

6.10 Applicable Laws

The Contract must be interpreted an	d governed, and the relations between the parties determined, by
the laws in force in	(Bidder to insert the name of the province or territory)

6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplementary conditions <u>4013</u> (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- c. the general conditions <u>2010C</u> (2022-12-01), General Conditions Services (Medium Complexity);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex F, Security Requirements Check List;
- g. Annex C, Inuit Benefits Plan;
- h. Annex E, Inuit Benefits Plan Progress Report;
- i. Annex G, Insurance Requirements;
- j. the Contractor's bid dated (To be entered at contract award)

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



6.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

6.15 Environmental Considerations

Where applicable, the contractor is encouraged to:

Deliverables:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed
 material be required, the use of double sided printing in black and white format is required
 unless otherwise specified by the Project Authority.
- When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
- o Recycle unneeded printed documents (in accordance with Security Requirements).

6.16 Replacement of Specific Resources

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



ANNEX A - STATEMENT OF WORK

1. TITLE

RCMP "V" DIVISION ANNUAL FIRE AND SAFETY EQUIPMENT TESTING AND INSPECTIONS

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) "V" Division has a requirement for annual fire and safety equipment testing, validation and inspection checks for 25 (twenty-five) communities in Nunavut in accordance with Nunavut and National Fire codes. It includes detachments, detachment out-buildings, houses and vehicle fire extinguishers. The scope includes supply and replacement of minor materials where required. Minor materials include fire extinguishers, fire extinguisher brackets, batteries for Fire Alarm Systems (FAS) and batteries for emergency battery pack light units.

The following fire and safety items are to be inspected and tested:

- Emergency lighting
- Exit lighting
- Fire Alarm Systems (FAS)
- Fire extinguishers
- Smoke and heat detectors
- Sprinklers (Igaluit detachment only)

Kitikmeot Region	Kivalliq Region	Qikiqtani Region
 Cambridge Bay Gjoa Haven Kugaaruk Kugluktuk Taloyoak 	 Arviat Baker Lake Chesterfield Inlet Coral Harbour Naujaat Rankin Inlet Whale Cove 	 Arctic Bay Clyde River Grise Fiord Igloolik Iqaluit Detachment Iqaluit Hangar Kinngait Kimmirut Pangnirtung Pond Inlet Qikiqtarjuaq Resolute Bay Sanikiluaq Sanirajak

INVENTORY OF RCMP FACILITIES AND POLICE VEHICLES

This is an overview of buildings and vehicles. The inventory for garages and storage sheds (out-buildings) are approximate counts:

- 25 detachments
- 72 housing units
- 40 storage, warehouses, workshops, garage and utility buildings
- 1 hanger
- 15-20 police vehicles in Iqaluit, marked and un-marked vehicles.
- 2-5 marked police vehicles in each community.



Requirement for inspections and testing of fire and safety equipment for out-buildings is limited to heated storage, warehouse, workshop and garages. Requirement for police vehicles is an annual check, testing and replacement where required.

- Five (5) detachments have integrated and attached housing. The attached housing are transient quarters and not occupied full time.
- The FAS system extends into these units. Annual fire and safety testing and inspections for houses is for RCMP owned houses only.
- Iqaluit Detachment/Headquarters building is only facility with sprinkler system.

3. ACRONYMS

CFAA Canadian Fire Alarm Association CSA Canadian Standards Association

FAS Fire Alarm Systems

NBC National Building Code of Canada NFC National Fire Code of Canada NFPA National Fire Prevention Act

PA Project Authority

RCMP Royal Canadian Mounted Police

SA Site Authority SOW Statement of Work

ULC Underwriters Laboratories of Canada

4. APPLICABLE DOCUMENTS & REFERENCES

- Canada Underwriters Laboratories of Canada (ULC)
- Canadian Standards Association (CSA)
- National Building Code of Canada (NBC)
- National Fire Code of Canada (NFC)

5. ANNUAL PREVENTATIVE MAINTENANCE & TESTING OF FIRE AND SAFETY EQUIPMENT

The Contractor must verify the accuracy of Appendix 2, and advise if any discrepancies are found. The Contractor must inspect and service the equipment in Appendix 2 on an annual basis according to standards and most current building codes including but not limited to: National Building Code (NBC), National Fire Code (NFC), and Underwriters Laboratories of Canada (ULC).

Inspection must include testing of all equipment including audible devices.

All packaging will be removed by contractor and brought off-site. Contractor to dispose of at local waste facilities.

5.1 Fire Alarm Systems (FAS)

- Inspection of the fire system as per CAN/ULC-S536-13, "Inspection and Testing of Fire Alarm Systems".
- Battery load testing as per CAN/ULC-S536-13, Section 6.3.2
- Replace FAS batteries at 5-year manufacturer date.
- Smoke (artificial) test of smoke detectors located in cells.

5.2 Sprinkler System

- Inspection and testing of sprinkler system as per CAN/ULC-S536-13 and NFPA 25
 "Inspection, Testing and Maintenance of Water-based Fire Protection Systems".
- Sprinkler system is located at Iqaluit detachment, no other buildings have sprinkler systems.



5.3 Portable Fire Extinguishers:

- Visual inspection of all portable fire extinguishers and/or fire hose cabinets as per NFPA#10.
 For fire extinguishers NFPA, "Standard for Portable Fire Extinguishers"
- Identify all repairs, additional maintenance, recharging /replacements undertaken by contractor.
- Replace all extinguishers that are 6 years of age or older as per manufacturer date.
 Contractor to supply new extinguishers. Contractor to discharge old units for disposal by RCMP
- Ensure building extinguisher units are mounted close to primary and/or approved exits.
- Contractor to supply brackets and install if there are missing brackets

5.4 Battery Operated Emergency Lighting Units:

- Annual inspection of the battery-operated emergency lighting system as per NFPA #10, NBC 2020 Part 9, Articles 9.9.12.1 and 9.9.12.3.
- Replace all batteries 5-year manufacturer date. Contractor to supply and install replacement batteries.

5.5 Smoke Detectors:

- Inspection of all wired-in and/or standalone battery-operated smoke alarms as per CAN/ULC S536-04, Section 5.4.7 and CAN/ULC-S552 "Maintenance and Testing of Smoke Alarms."
- All smoke detector units as part of FAS or wired-in/standalone battery units are to be tested using artificial smoke
- Identify all damaged units and/or unit 10 years old or older for replacement.
- Identify all non-compliant units that have been recalled such as "Kidde".

5.6 Heat Detectors and Duct Detectors

- With exception of Iqaluit detachment, it is unknown if there are heat and/or duct detectors on detachment FAS. Contractor to identify and test these units as required.
- Testing to be as per CAN/ULC-S530-M91 "Standard for Heat Actuated Fire Detectors for Fire Alarm Systems.

5.7 Emergency Exit Lights

- Inspection of all exit lights as per NFC 2020 Edition, Article 2.7.3.1 and 2.7.3.1 (1).
- If exit light has combined emergency battery light, test same as battery operated emergency light units.

6. DELIVERABLES

Reports for all inspections can be provided electronically in PDF format. Annual FAS system certificates can be provided electronically, in PDF format.

In addition to standard code reporting (see Annual Preventative Maintenance and Testing section) there are other reporting requirements. Refer to Exemptions and Clarifications section and Annual Preventative Maintenance and Testing section.

6.1 Deliverables for Task 5.1 - Fire Alarm Systems

- Provide a report on inspections.
- Report to include any deficiencies or improvements required.
- Provide Certificate of inspection as requested by Nunavut's Fire Act



6.2 Deliverables for Task 5.2 – Sprinkler Systems

 Provide a report on inspections. Report to include any deficiencies or improvements required.

6.3 Deliverables for Task 5.3 – Portable Fire Extinguishers

 Provide a report on inspections. Report to include any deficiencies or improvements required.

6.4 Deliverables for Task 5.4 – Battery Operated Emergency Lighting Units

• Provide report of inspection, noting number of (counts) units that are/are not LED. Report to include any deficiencies or improvements required.

6.5 Deliverables for Task 5.5 – Smoke Detectors

- Provide a report on inspections, noting any non-compliant or smoke detectors requiring replacement.
- Report for houses to identify if smoke detectors are wired-in models or battery-operated models or combination of both. Report on houses to list location (name room) of each smoke detector and its type. e.g. master bedroom, hallway, mechanical rooms, etc.

6.6 Deliverables for Task 5.6 – Heat and Duct Detectors

 Provide a report on inspections. Report to include any deficiencies or improvements required.

6.7 Deliverables for Task 5.7 – Emergency Exit Lighting

 Provide report of inspection, noting any units that require replacement/upgrade due to failure of unit (excepting battery).

7. DATE OF DELIVERY

Inspections to be completed by May 30 with reports sent to Asset Management by June 22 for each year of the contract.

8. LANGUAGE OF WORK

The language of all work and deliverables must be English.

9. LOCATION OF WORK

The work must be performed at building listed in Appendix 1: RCMP Nunavut Buildings by Location.

All work to be completed during regular working hours or extended hours as arranged with the Site Authority (SA).

10. TRAVEL

Contractor to deliver service to the above-mentioned locations in Nunavut.

11. MEETINGS

Start up and add hoc meetings only, each can be held virtually or by phone.

12. GOVERNMENT SUPPLIED MATERIAL (GSM)

None



13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

None

14. EXEMPTIONS AND CLARIFICATIONS

Upon award, contractor to confirm with detachment commander total number of heated storage, warehouse, garage and workshop buildings and number of police vehicles in each community. See Appendix 2.

Not all devices are present in all buildings, for example, emergency battery pack lighting is not installed in all generator rooms, mechanical rooms, garages, workshops or houses.

14.1 Fire Alarm Systems:

New Pangnirtung detachment will not require annual FAS or testing of other fire and safety
equipment in 2023 but will require annual services the following year. Following
occupancy of new detachment, old Pangnirtung detachment will remain in operation as a
storage building. Fire and safety annual inspection and testing requirements are required
for old Pangnirtung detachment.

14.2 Fire Extinguishers:

- In communities, majority of detachments have 2-3 fire extinguishers based on number of exits from building. There may be additional fire extinguishers in cell block area and in larger detachments.
- Detachment generator rooms with a separate entrance, or on a different floor from
 detachment office, or where generator is located in an out-building, a fire extinguisher is to
 be installed on inside of generator room or on exterior wall next to generator room door.
 Contractor to supply and install any missing, defective or incorrectly sized brackets for
 existing extinguishers Contractor to supply (carry in/ship) sufficient units to install new units
 in generator room if there are no units currently present.
- Fire extinguishers are required for heated out-buildings only. If present in non-heated buildings units are to be checked/tested or replaced. Contractor to supply and install any missing, defective or incorrectly sized bracketsfor existing extinguishers. Contractor report to list all out-buildings with or without extinguishers. Buildings without extinguishers, will be shipped at a later date.
- Fire extinguishers are required for all houses. As a minimum, one unit is to be hung on brackets on wall close to regularly used exit/entrance. A second unit will be installed in shared mechanical rooms, or in mechanical rooms that are separate from main living space i.e. entrance floor where living quarters are on above floor.
 - Contractor to supply (carry in/ship) sufficient units to replace expired units. Contractor to supply (carryin/ship) sufficient units to install new units in house if no units currently present. Contractor to supply and install any missing, defective or incorrectly sized brackets.



- If second unit is not present in house within the separate and/or shared building mechanical rooms, contractor report to list all locations without extinguishers. These will be shipped in at a later date.
- In communities, there are between 2-5 vehicles. Contractor to supply (carry in/ship) sufficient units to replace expired extinguishers.

14.3 Emergency Lighting - battery packs

- Emergency battery packs are required for each house in living area and in mechanical room if mechanical room is separate room from living space. Installation of missing units will be done at a later date. Report from contractor to list if unit is present or not. If present, unit is to be tested.
- Emergency battery packs are required for all out-buildings with electrical service. Report from contractor to list if unit is present or not. If present, unit is to be tested.
- Emergency battery packs are required for each detachment mechanical and generator room. Does not apply to furnace/mechanical closet. The installation of missing units will be done at a later date. Report from contractor to list if unit is present or not. If present, unit is to be tested.

14.4 Emergency Exit lights

• Emergency exit are required for all out-buildings that have electrical service. Report from contractor is to list if unit is present or not. If present, unit is to be tested. The installation of missing units will be done at a later date by electrical contractor.

14.5 Smoke detectors - houses

Smoke detectors are required for each house. Identify any unit 10 years or older, as per
manufacturer date. If tester cannot identify date unit was manufactured, list unit for
replacement. Identify any unit that is manufacturer recalled e.g. Kidde. Identify and report
if unit is a combined smoke and CO detector. See additional reporting requirements in
following section. All units identified for replacement will be shipped in at a later date.



ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

All rates are to be provided in Canadian Dollars, Incoterms 2010 "DDP Delivered Duty Paid", including transportation, travel time, vehicle surcharge/costs, labour, supervision, and equipment.

FOR EVALUATION PURPOSES ONLY (to be removed at contract award)

- Bidders must refer to Appendix 2 to determine the number of housing units, outbuildings and items for service
- Bidders must insert their firm annual fee for each location in the columns below
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of "70" %.
- Annex "B" must be completed in its entirety, including the option years pricing, or the bid will be considered non-responsive and will not be evaluated.
- Estimated expenditure for material is for evaluation purposes only.
- Fixed Fees for Services and Materials will be used for Evaluation.

Part A – Fixed Fees for Services:

* (Dates to be entered upon contract award)

			Annual Fixed Fee: Fire Panel Inspections as per Appendix 2				
Item	Location	Building	Initial Period Year 1 Contract award To *	Option 1 – Year 1 From To *	Option 1 – Year 2 From To *	Option 2 – Year 1 From To *	Option 2 - Year 2 From To *
1	Arctic Bay	102	\$	\$	\$	\$	\$
2	Arviat	477	\$	\$	\$	\$	\$
3	Baker Lake	64	\$	\$	\$	\$	\$
4	Cambridge Bay	46	\$	\$	\$	\$	\$
5	Chesterfield Inlet	295	\$	\$	\$	\$	\$
6	Clyde River	119	\$	\$	\$	\$	\$
7	Coral Harbour	105	\$	\$	\$	\$	\$
8	Gjoa Haven	1	\$	\$	\$	\$	\$
9	Grise Fiord	294	\$	\$	\$	\$	\$
10	Igloolik	147	\$	\$	\$	\$	\$
11	Iqaluit HQ	349	\$	\$	\$	\$	\$
12	Iqaluit Hangar	23	\$	\$	\$	\$	\$
13	Kimmirut	293	\$	\$	\$	\$	\$
14	Kinngait	148	\$	\$	\$	\$	\$
15	Kugaaruk	97	\$	\$	\$	\$	\$
16	Kugluktuk	27	\$	\$	\$	\$	\$
17	Naujaat	13	\$	\$	\$	\$	\$



Royal Canadian Gendarmerie royale Mounted Police du Canada

18	Pangnirtung (Old)	134	\$	\$	\$	\$	\$
19	Pangnirtung (New)		\$	\$	\$	\$	\$
20	Pond Inlet	138	\$	\$	\$	\$	\$
21	Qikiqtarjuaq	88	\$	\$	\$	\$	\$
22	Rankin Inlet	86	\$	\$	\$	\$	\$
23	Resolute Bay	6	\$	\$	\$	\$	\$
24	Sanikiluaq	37	\$	\$	\$	\$	\$
25	Sanirajak	58	\$	\$	\$	\$	\$
26	Taloyoak**	68	\$	\$	\$	\$	\$
27	Whale Cove	92	\$	\$	\$	\$	\$
			\$(1)	\$(2)	\$(3)	\$(4)	\$(5)
Total (1 to 5) \$ (A)							

Part B - Materials not included as part of the Minor Materials listed in Annex A

- i) Mark-up is defined as the difference between the vendor's laid -down cost for a product or service and the resale price to the government (exclusive of GST/HST taxes) consisting of the cost of necessary services, applicable overhead and profit.
- ii) Laid down Cost is defined as the cost incurred by a vendor to acquire a specified product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plusany applicable charges for incoming transportation, foreign exchange and customs duty and brokerage, but excludes GST/HST taxes.

* (Dates to be entered upon contract award)

Materials	Mark-up (a)	*Estimated Expenditure (b)	Mark-up on Estimated Expenditure (a) x (b) = c	Extended Price (b) + (c) = d
Initial Period – Year 1 Contract award to * Material and Replacement Parts (except for free issue) at a laid down cost, plus a mark-up of%.	%	\$16,000.00	\$	\$(6)
Option 1 – Year 1 From To * Material and Replacement Parts (except for free issue) at a laid down cost, plus a mark-up of%.	%	\$16,000.00	\$	\$(7)
Option 1 – Year 2 From To * Material and Replacement Parts (except for free issue) at a laid down cost, plus a mark-up of%.	%	\$16,000.00	\$	\$(8)
Option 2 – Year 1 From To * Material and Replacement Parts (except for free issue) at a laid down cost, plus a mark-up of%.	%	\$16,000.00	\$	\$(9)
Option 2 – Year 2 From To * Material and Replacement Parts (except for free issue) at a laid down cost, plus a mark-up of%.	%	\$16,000.00	\$	\$(10)
			Total (6 to 10)	\$(B)

	Total Evaluated Price
Total Evaluated Price = (A) + (B)	\$



Annex C - INUIT BENEFITS PLAN

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

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

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

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

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

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

Key Terms

- 1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (https://nlca.tunngavik.com/) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

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

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

- 2. Eligible Inuit Trainee (EIT) is:
 - a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (https://nlca.tunngavik.com/) at the time such work is performed, and
 - c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).
- 3. <u>Inuit Firm Registry (IFR) Firm</u> (contractor/supplier/subcontractor) is:
 - A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (https://inuitfirm.tunngavik.com/) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.





INUIT EMPLOYMENT

Commitment Table 1 – EIE Commitment

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

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

Eligible Inuit Employment commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Period in the corresponding tables.

1-A Total EIE

Period 1: 1 year - From: to (Dates to be entered at contract award)

ITEM	Employment Type or Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE -1	Red Seal Journeyperson Electrician	\$		\$
EIE -2		\$		\$
		Total for this Period 1		





1-B Total EIE

Period 2: 2 years - From: to (Dates to be entered at contract award)

ITEM	Employment Type or Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE -1	Red Seal Journeyperson Electrician	\$		\$
EIE -2		\$		\$
		Total for this Period 2		

1-C Total EIE

Period 3: 2 Years - From: to (Dates to be entered at contract award)

ITEM	Employment Type or Position	Hourly Rate (for the employment type or position) (X)	EIE Hours (Contractor and subcontractor) (Y)	Dollar Value (Contractor and subcontractor) (X x Y)
EIE -1	Red Seal Journeyperson Electrician	\$		\$
EIE -2		\$		\$
		Total for this Period 3		

Total for all Periods	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor)	
	(,	(A1)	\$	(A2)



IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in section 1.3, EIE – IBP Commitment Implementation in Annex D.

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



INUIT OWNERSHIP

Commitment Table 2 – Inuit Ownership Commitment

Inuit Ownership commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders are required to detail commitments for each Period in the tables that correspond to that Period.

2-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Period 1: 1 Year - From: to (Dates to be entered at contract award)

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$

2-B Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Period 2: 2 Years - From: to (Dates to be entered at contract award)

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
Total for this Period 2				



2-C Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Period 3: 2 Years - From: to (Dates to be entered at contract award)

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
Total for this Period 3				

Total IFR (Contractor/Subcontractor/Supplier) for all Periods –	Total Dollar Value (Contractor and subcontracto	or)
Total in K (Oontractor/Subcontractor/Supplier) for all 1 enous	\$	(F)

IBP Commitment Implementation

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in section 3.3, Inuit Ownership – IBP Commitment Implementation in Annex D.

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





LOCATION IN THE NUNAVUT SETTLEMENT AREA

Commitment Table 3– NSA Location Commitment

Bidders are required to detail commitments for each Period in the tables the	nat correspond to that Period.	
3-A Location of Business in the NSA Period 1: 1 Year - From: to (Dates to be	e entered at contract award)	
Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA
3-B Location of Business in the NSA		
Period 2: 2 Years - From: to (Dates to b	e entered at contract award)	
Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA



3-C Location of Business in the NSA

Period 3: 2 Years - From: to (Dates to be entered at contract award)

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



Annex D - INUIT BENEFITS PLAN EVALUATION

Commitment Tables

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

Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled "Basis of selection".

Score Calculations for IBP Commitments

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

EXAMPLE

	EMPLOYMENT OF EIE	Bidder 1	Bidder 2	Bidder 3
4.4	EIE Hours Commitment Total points available = 15	45	60	35
1.1		45/60 x 15 = 11.25	60/60 x 15 = 15	35/60 x 15 = 8.75
1.2	EIE Dollar Value Commitment Total points available = 15	\$5000	\$5500	\$6000
1.2		\$5000/ \$6000 x 15 = 12.5	\$5500/\$6000 x 15 = 13.75	\$6000 /\$6000 x 15 = 15
	Inuit Employment Score (30 Points available):	23.75/30	28.75/30	27.5/30

Evaluation of IBP Commitment Implementation

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

Score Calculations for IBP Commitment Implementation

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



INUIT EMPLOYMENT

Table 1-A Total EIE

Initial Contract Period: 1 Year - From: to (Dates to be entered at contract award)

This cr	YMENT OF EIE iterion is worth 10% of the bid evaluation points available. TANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A at Annex C.	
1.1	EIE – Hours Commitment Bidders will be evaluated on their commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total EIE hours (Contractor and subcontractor): (A1)	/15
1.2	EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to the total dollar value for EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total dollar value of EIE hours (Contractor and subcontractor): _\$ (A2)	/15
	Total Points Available for the Employment of EIE	/30



Table 1-B Total EIE

Option Period 1: 2 Years - From: to (Dates to be entered at contract award)

This cr	OYMENT OF EIE iterion is worth 10% of the bid evaluation points available. TANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-B at Annex C.	
1.1	EIE – Hours Commitment Bidders will be evaluated on their commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total EIE hours (Contractor and subcontractor): (A1)	/15
1.2	EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to the total dollar value for EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total dollar value of EIE hours (Contractor and subcontractor):\$ (A2)	/15
	Total Points Available for the Employment of EIE	/30





Table 1-C Total EIE

Option Period 2: 2 Years - From: to (Dates to be entered at contract award)

This cr	YMENT OF EIE iterion is worth 10% of the bid evaluation points available. TANT: To achieve points, Bidders should detail commitments in Table 1-C at Annex C.	
1.1	EIE – Hours Commitment Bidders will be evaluated on their commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments <u>must not include</u> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total EIE hours (Contractor and subcontractor): (A1)	/15
1.2	EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to the total dollar value for EIE hours regardless of whether performed by the Contractor or subcontractor staff. Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments. Total dollar value of EIE hours (Contractor and subcontractor): \$ (A2)	/15
	Total Points Available for the Employment of EIE	/30

Contract period points: 30 Option 1 points: 30 Option 2 points: 25

Total points: 85/90

85/90 * 100 * 10% = 9.4





INUIT OWNERSHIP

Table 2-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Initial Contract Period: 1 Year - From: to (Dates to be entered at contract award)

This criterion is worth 10% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 2-A at Annex C.					
	Inuit Ownership – Commitment Registered on the Inuit Firm Registry (IFR).				
	Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full points for this criteria.				
2.1	The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.				
	Bidder is registered on the IFR: YES OR NO				
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)					

Table 2-B Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Option Period 1: 2 Years - From: to (Dates to be entered at contract award)

This criterion is worth 10% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 2-B at Annex C.					
	Inuit Ownership – Commitment Registered on the Inuit Firm Registry (IFR).				
Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full post for this criteria. The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.					
					Bidder is registered on the IFR: YES OR NO
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)					





Table 2-C Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Option Period 2: 2 Years - From: to (Dates to be entered at contract award)

This criterion is worth 10% of the bid evaluation points available. IMPORTANT: To achieve points, Bidders should detail commitments in Table 2-C at Annex C.					
	Inuit Ownership – Commitment Registered on the Inuit Firm Registry (IFR).				
2.1	Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full points for this criteria.				
2.1	The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.				
Bidder is registered on the IFR: YES OR NO					
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)					

Contract period points: 10 Option 1 points: 10 Option 2 points: 5

Total points: 25/30

25/30 * 100 * 10% = 8.3

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 3-A Location of Business in the NSA

Initial Contract Period: 1 Year - From: to (Dates to be entered at contract award)

This c	TION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) riterion is worth 10% of the bid evaluation points available RTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 3-A at Annex C.		
	NSA Location – Commitment		
	Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.		
	Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.		
	A maximum of 100 points will be assigned for this criterion.		
3.1	Points will be assigned as follows:		
	Contractor (100 points [if Contractor only] / 50 points [Contractor and subcontractors/suppliers]):1. Head Offices (40 / 20 points)		
	 Administrative Offices (40 / 20 points) Other Staffed Facilities (20 / 10 points) 		
	Bidders must provide supporting documentation regarding the locations submitted. Information to include: • a description of the locations, including addresses;		
	 describe the nature of the firm's presence in the NSA; and number of years the firm has been in the identified locations in the NSA. 		
	Total Points Available for Inuit Location	/100	

Table 3-B Location of Business in the NSA

Option Period 1: 2 Years - From: to (Dates to be entered at contract award)

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 10% of the bid evaluation points available IMPORTANT: To achieve points, Bidders should detail commitments in Table 3-B at Annex C.			
	NSA Location – Commitment		
	Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.		
	Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.		
	A maximum of 100 points will be assigned for this criterion.		
3.1	Points will be assigned as follows:		
	Contractor (100 points [if Contractor only]): 1. Head Offices (40 points) 2. Administrative Offices (40 points) 3. Other Staffed Facilities (20 points)		
	Bidders must provide supporting documentation regarding the locations submitted. Information to include: a description of the locations, including addresses; describe the nature of the firm's presence in the NSA; and number of years the firm has been in the identified locations in the NSA. 		
	Total Points Available for Inuit Location	/100	



Table 3-C Location of Business in the NSA

Option Period 2: 2 Years - From: to (Dates to be entered at contract award)

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 10% of the bid evaluation points available IMPORTANT: To achieve points, Bidders should detail commitments in Table 3-C at Annex C.			
	NSA Location – Commitment		
	Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.		
	Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.		
	A maximum of 100 points will be assigned for this criterion.		
3.1	Points will be assigned as follows:		
	Contractor (100 points [if Contractor only]):		
	Head Offices (40 points) Administrative Offices (40 points)		
	3. Other Staffed Facilities (20 points)		
	Bidders must provide supporting documentation regarding the locations submitted. Information to include:		
	 a description of the locations, including addresses; describe the nature of the firm's presence in the NSA; and 		
	 number of years the firm has been in the identified locations in the NSA. 		
	Total Points Available for Inuit Location	/100	

Contract period points: 100 Option 1 points: 100 Option 2 points: 75

Total points: 275/300

275/300 * 100 * 10% = 9.2



Annex E - IBP PROGRESS REPORT

The IBP Progress Report is comprised of 3 tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice AND no later than 15 calendar days after the end of each quarter.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each period of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

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

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

Disclosure of Information

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

Deviations

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

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



Key Terms

- 1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (https://nlca.tunngavik.com/) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

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

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

- 2. <u>Eligible Inuit Trainee (EIT)</u> is:
 - a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (https://nlca.tunngavik.com/) at the time such work is performed, and
 - c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).
- 3. <u>Inuit Firm Registry (IFR) Firm</u> (contractor/supplier/subcontractor) is:
 - a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (https://inuitfirm.tunngavik.com/) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.



INUIT EMPLOYMENT

Table 1 - EIE Progress Report

"Hourly rate" must be the gross dollar value paid (in CAD) to the EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Period:			

1-A EIE

		EIE Hours in this Period (Contractor and subcontractor)			o EIE in this Period d subcontractor)
ITEM	Hourly Rate	Committed	Achieved	Committed	Achieved
EIE - 1	\$			\$	\$
EIE - 2	\$			\$	\$
Total for this Period				\$	\$

1-B EIE Cumulative

Total EIE Hours committed in the IBP (A1)	Total Dollar Value committed for EIE Hours in the IBP (A2)	\$
Total EIE Hours achieved for all Periods, up to now and including this one	Total Dollar Value paid toward EIE Hours for all Periods, up to now and including this one	\$
Total EIE Hours remaining to meet commitment	Total Dollar Value remaining to meet commitment	\$
% of EIE Hours achieved toward EIE hours committed	% Dollar Value paid toward EIE Hours committed	



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

IBP Deviation Explanations (Use additional pages if necessary)

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

Comments (Use additional pages if necessary)





INUIT OWNERSHIP

Table 2 – Inuit Ownership	Progress	Report
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2-A To	otal Inuit Contractor/Sub-Contracting/Supplier d:	
	criterion is worth 10% of the bid evaluation points available. ORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-A at Annex C.	
2.1	Inuit Ownership – Commitment Registered on the Inuit Firm Registry (IFR). Bidders will be evaluated on whether or not they are registered on the IFR. Bidders registered on the IFR will be awarded full points for this criteria. The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default. Bidder is registered on the IFR: YES OR NO	/10
	Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)	/10
	ck (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report	
Propos	sed Adjustments and/or Alternative commitments (Use additional pages if necessary)	





Comments (Use additional pages if necessary)					



LOCATION IN THE NUNAVUT SETTLEMENT AREA

<u>Table 3– NSA Location Commitment Progress Report</u>

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA
n track (Yes or No) ? If no, the sections below MUST be compl	eted prior to submission of this report	,
BP Deviation Explanations (Use additional pages if necessary)		
ronosed Adjustments and/or Alternative commitments (Use	additional pages if necessary)	
roposed Adjustments and/or Alternative commitments (Use	additional pages if necessary)	
roposed Adjustments and/or Alternative commitments (Use	additional pages if necessary)	
roposed Adjustments and/or Alternative commitments (Use	additional pages if necessary)	
	additional pages if necessary)	
roposed Adjustments and/or Alternative commitments (Use	additional pages if necessary)	



Each IBP progress report must include the certification below.

Contractor Certification

IBP PF	ROGRESS CERTIFICATION:			
PRINT	NAME	SIGNATURE	DATE	
CONT	RACT NUMBER:			
The Co	ontractor certifies the informa	tion contained in the IBP Progress Rep	ort is accurate and complete.	
The Co	ontractor further certifies, and	is prepared to provide support to dem	onstrate, that:	
1.	<u> </u>	peen attributed to Inuit workers or Inuit luring the reporting period; and	trainees , that the workers and / or t	rainees were all registered
2.	2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.		jistry during the reporting	



ANNEX F - SECURITY REQUIREMENTS CHECK LIST (SRCL)

(Attached at the end of the document for informational purposes only)

ANNEX G - INSURANCE REQUIREMENT

COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
- Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owner's or Contractor's Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act, S.C. 1993, c. J-2</u>, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX H - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

(Attached at the end of the document)

Appendix 1 – RCMP Nunavut Buildings by Location

See attached 202305093 – Appendix 1 – RCMP Buildings by Location.pdf

Appendix 2 – Emergency Lighting & Fire Inspections Testing

See attached 202305093 – Appendix 2 – Emergency Lighting & Fire Inspections Testing.pdf



Appendix 3 – Cost Estimate Form for Materials

Contractor:	Contract #			
Date:	Location:		_	
	Description of Work:			
(Please attach a separate sheet if required)				
(i) Direct Material Costs*	Contractor's Laid-Down Cost	Mark-up	Total	
Replacement Parts		x 1%		
Repair Parts		x 1%		
Other Material		x 1%		
(Specify:)		X 170		
Total Direct Mat	terial Costs (GST/HST extra)			
*Materials will be charged at out time of contract award)	r laid-down cost plus a mark-up of	% (to be o	completed at	
Contractor signature:	RCMP Approval:			
Print Name:	Print Name:			