



**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

<b>Title – Sujet</b> Security Guard Services		<b>Date</b> September 5, 2023
<b>Solicitation No. – N° de l'invitation</b>		M5000-23-05483/A
<b>Client Reference No. - No. De Référence du Client</b>		2023-05483
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	2:00 PM / 14h00	CST (Central Standard Time) HNC (Heure Normale du Centre)
<b>On / le :</b>	October 3, 2023	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> Royal Canadian Mounted Police Iqaluit Detachment / “V” Division Headquarters 960 Federal Road Iqaluit, NU X0A 0H0		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Shawn Balaski, <a href="mailto:shawn.m.balaski@rcmp-grc.gc.ca">shawn.m.balaski@rcmp-grc.gc.ca</a>		
<b>Telephone No. – No. de téléphone</b> 780-670-8592		<b>Facsimile No. – No. de télécopieur</b>
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes		<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur :</b>		
<b>Telephone No. – No. de téléphone</b>		<b>Facsimile No. – No. de télécopieur</b>
<b>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)</b>		
<b>Signature</b>		<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

NOTE: [Canada Buys](#) is the new official source for Government of Canada tender and award notices. [Buy and Sell](#) 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:
  - (a) 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 6 – 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;
2. 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/esc-src/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 [Nunavut Directive](#)).

The Nunavut Directive has the following objectives:

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



### **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 training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. 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.

## **1.4 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.



## 1.5 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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 [2003](#) (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 [2003](#), 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](mailto:corporate_accounting@rcmp-grc.gc.ca)

## 2.6 Volumetric Data

The volumetric data (estimated number of hours) has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.





## 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;
- b. 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 [2003](#) (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.)
2. 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](#) (2014-06-26), 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 – not 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;
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 35% for the total IBP merit, and 65% for price.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 65% as follows: lowest evaluated price / bid price, multiplied by the ratio of 65%.
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 Training and Skills Development 10%
  - iii. Inuit Ownership (Contractor and subcontractors) 10%
  - iv. Location in the Nunavut Settlement Area (NSA) 5%
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 35/65 ratio of total IBP merit score and pricing score, respectively. In this example, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership (Contractor and subcontractors) is weighted at 10%, and Location in the Nunavut Settlement Area (NSA) is 5%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

		Bidder 1	Bidder 2	Bidder 3
<b>Bid Evaluation Price</b>		\$ 65,000.00	\$ 85,000.00	\$ 100,000.00
<b>Inuit Benefit Plan Commitment (IBC &amp; NBC)</b>	<b>Inuit Employment Score</b>	85/90	80/90	75/90
	<b>Inuit Training Score</b>	20/30	30/30	25/30
	<b>Inuit Ownership Score</b>	25/30	20/30	15/30
	<b>Location in NSA Score</b>	275/300	300/300	300/300
<b>Calculations: Price</b>	<b>Pricing Score</b>	$65,000/65,000 \times 65 = 65$	$65,000/85,000 \times 65 = 49.7$	$65,000/100,000 \times 65 = 42.3$
<b>Calculations: IBP Commitment</b>	<b>Inuit Employment Score</b>	$85/90 \times 10 = 9.4$	$80/90 \times 10 = 8.9$	$75/90 \times 10 = 8.3$
	<b>Inuit Training Score</b>	$20/30 \times 10 = 6.7$	$30/30 \times 10 = 10$	$25/30 \times 10 = 8.3$
	<b>Inuit Ownership Score</b>	$25/30 \times 10 = 8.3$	$20/30 \times 10 = 6.7$	$15/30 \times 10 = 5$
	<b>Location in NSA Score</b>	$275/300 \times 5 = 4.6$	$300/300 \times 5 = 5$	$300/300 \times 5 = 5$
<b>Combined Rating</b>		<b>94.0</b>	<b>80.3</b>	<b>68.9</b>
<b>Overall Rating</b>		<b>1st</b>	<b>2nd</b>	<b>3rd</b>

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.

	<b>MANDATORY EVALUATION CRITERIA</b>	<b>Please Cross Reference to Specific pages in your proposal [Completed by Bidder]</b>	<b>MET/ NOT MET [Completed by RCMP Evaluator]</b>
<b>M1</b>	The Bidder must demonstrate, by providing a legible electronic copy (i.e. PDF), that they hold a valid Security Agency or Security Business License to operate in the Nunavut Territories.		
<b>M2</b>	The Bidder must demonstrate, by providing project descriptions, that they have 2 years of experience, within the last 5 years preceding the bid solicitation closing date, providing guard services similar to those described in section 5.2 of the Statement of Work to private or government entities.  <u>Project Descriptions must include:</u>  1) The name of the client organization(s) for which the guard services were provided;  2) Detailed description of the services provided to clearly show relevancy of the services;  3) Period of the services provided, including start and end dates (dates must be identified by month and year e.g. March 2016 to May 2017).		
<b>Resource Experience</b>			
<b>M3</b>	The Bidder must propose 1 resource and provide a detailed resume, highlighting relevant security guard experience obtained within the last 5 years.		
<b>M4</b>	The Bidder must demonstrate, by providing legible copies, that the proposed resource has completed the <u>Canadian General Standard Board</u> training and possess a valid guard license.		
<b>M5</b>	The Bidder must demonstrate, by providing a legible copy, that the proposed resource has valid basic First Aid training and certification.		



## **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) (<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 – See Annex H)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

#### **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 Contracting 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 [A3010T](#) (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.



**Attachment 1 to PART 5**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

\_\_\_\_\_  
(Corporate Name of Recipient of this Submission)

for: \_\_\_\_\_

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

\_\_\_\_\_  
(Name of Tendering Authority)

do hereby 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:





- 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)

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(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 [Financial Administration Act](#), 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), 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.

The Contractor (if an individual) and all of the contractor's personnel/subcontractors who may work on site must hold a valid "Enhanced Reliability Status (ERS) Clearance" issued by RCMP Departmental Security.

Only those individuals who have met the security clearance requirements will be allowed access to the site of the work.

The contractor **MUST NOT** remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site(s).

### **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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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**

1. 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.
3. 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:
  - a. 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.
6. 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**

1. 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.
5. 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 from date of Contract award through to March 31, 2024.

### **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 three (3) additional - twelve (12) month periods, under the same terms and 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 Contract expiry date. 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  
E-mail address: [shawn.m.balaski@rcmp-grc.gc.ca](mailto: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 Authority for the Contract is:  
(The Project Authority will be identified at Contract Award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Royal Canadian Mounted Police  
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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 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 [Public Service Superannuation Act](#) (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 [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment – Firm Hourly Rates

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





### 6.7.1.1 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated cost: \$ \_\_\_\_\_

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Method of Payment

[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.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
  - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
  - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
  - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
  - a. the value of the Contractor's IBP obligations;
  - b. the weight of the IBP in the bid evaluation; or
  - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 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:
  - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
  - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

### 6.7.4 SACC Manual Clauses

C0705C (2010-01-11) Discretionary Audit



## 6.8 Invoicing Instructions

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice 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;
  - b. a copy of time sheets to support the time claimed;
  - c. a copy of the invoices, receipts, vouchers for all travel and living expenses; if applicable.
- 2) Invoices must be distributed as follows:
    - a. 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.

## 6.10 Applicable Laws

The Contract must be interpreted and 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 [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- c. the general conditions [2010C](#) (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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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.
  - 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

#### SECURITY GUARD SERVICES, V DIVISION RCMP

### 2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) requires Security Guard services for the Headquarters building located in Iqaluit, Nunavut Territories.

### 3. ACRONYMS

PA	Project Authority
RCMP	Royal Canadian Mounted Police
SOW	Statement of Work

### 4. APPLICABLE DOCUMENTS & REFERENCES

- 4.1 The Security Officers and Security Officer Supervisor's standard, CAN/CGSB-133.1-2017 as approved by the Canadian General Standards Board.

[P29-133-1-2017-eng.pdf \(publications.gc.ca\)](https://publications.gc.ca/P29-133-1-2017-eng.pdf)

### 5. REQUIREMENT

#### 5.1 Scope of work

##### 5.1.1 Guard

The contractor must provide:

- A Guard as defined at section 5.1.2.1 to cover all services as detailed in section 5.2.1;
- Uniforms and equipment for the guard as detailed in section 5.2.3;
- Training for the guard as detailed in section 5.2.4; and
- A management structure as detailed in section 5.2.5.

##### 5.1.2 Level of guard

###### 5.1.2.1 Guard

- Level 1

A level 1 guard:

- Must have successfully completed the Canadian General Standard Board training and possess a valid guard license;
- Must be familiar with the site Post orders and Emergency / Evacuation procedures prior to commencing work at site;
- Must be able to perform independently a range of standard guard tasks;
- Have the ability and experience to deal with common situations such as routine administrative guard services which represents low risks; and
- Have experience in controlling and avoiding the escalation of situations by remaining calm and de-escalating such situations, until local law enforcement arrives as applicable.



## 5.2 Tasks

### 5.2.1 Applicable Post Services

The Contractor must provide a guard for the following services.

For all the applicable services detailed below, the Contractor must ensure all guards provide common requirements/services that include but are not limited to:

- a) complying with orders;
- b) assisting visitors and Government of Canada (GoC) employees;
- c) if/when required, provide first aid;
- d) responding to all security and emergency situations;
- e) carrying out evacuation procedures in the event of a fire or emergency;
- f) summoning and coordinating with law enforcement when necessary to address a situation.

#### 5.2.1.1 Access Control Reception Desk Guard

Duties include, but are not limited to:

- a) signing visitors in and out;
- b) enforcing access control procedures;
- c) providing directions to both visitors and employees;
- d) theft protection;
- e) emergency procedure assistance;
- f) answering phone calls;
- g) responding to email requests for visitor access; and
- h) operating multi-line phone systems.

#### 5.2.1.2 Preventive Patrol Guard

Duties include, but are not limited to:

- a) performing security preventive patrols in accordance with the RCMP's requirements;
- b) ensuring a list of activities to be completed while on patrol is determined in advance of patrol;
- c) ensure the timing and route of the patrol are varied so as to not become too predictable;
- d) performing patrols with the required equipment (e.g. working communication equipment, working flashlights, etc.);
- e) checking all floors inside and all areas outside the building, including but not limited to parking and loading docks;
- f) identifying potential security risks and requirements inside the location as well as the outside premises, such as, but not limited to, doors left ajar, doors not closing completely, unrecognizable smells and unrecognizable sounds;
- g) observe and provide recommendations on how to reduce and prevent risks and threats, as requested;
- h) following the contract protocol as defined in the Post orders in cases of any security incidents, technical issues, or compromises that affect the site;
- i) check with the guard at Post, where applicable, before leaving the premises to confirm that the patrol is completed and that they are leaving; and
- j) completing a Guard Report immediately after the patrol, outlining any corrective action recommended, security incidents and alarm responses (if an alarm is triggered during the patrol).

If the preventive patrol guard triggers an alarm, the patrol guard must call the Alarm Monitoring Service Provider, identifying themselves as the patrol guard and confirm that they caused the alarm while entering/leaving the premises.



### **5.2.1.3 Fixed or Visual Guard**

Duties include, but are not limited to providing continuous security observation, either visually or through the assistance of surveillance cameras.

### **5.2.1.4 Parking Enforcement and Traffic Control Guard**

Duties include, but are not limited to:

- a) controlling traffic at entrances to buildings or in parking lots to ensure traffic safety and to assist in the movement of vehicles;
- b) Using conventional signals and movements in order to be understood and seen by drivers;
- c) provide parking enforcement of the various parking by-laws;
- d) issue parking infraction notices; and
- e) coordinate towing of unauthorized vehicles.

### **5.2.1.5 Loading Dock Guard**

Duties include, but are not limited to:

- a) providing full access control;
- b) stopping all vehicles before they enter the building and checking manifests to ensure validity;
- c) calling contacts on manifests to inform addressees of deliveries and confirm they are expected;
- d) obtaining and confirming proper identification of delivery personnel and updating the Loading Dock Log before access is granted; and
- e) inspecting and verifying contents of vehicles before they enter the building.

### **5.2.1.6 Escort Guard**

Duties include, but are not limited to:

- a) obtaining written instructions from the RCMP or the guard at Post, briefing what floors the third party have been granted access to and if access keys are required to conduct the escort;
- b) escorting the third-party contractors at all times;
- c) safe and timely escorting of designated public and government personnel in and out of buildings; and
- d) issuing and retrieving GoC property (e.g. visitor badges, etc.)

### **5.2.1.7 Screening Guard**

Duties include, but are not limited to:

- a) screening persons, belongings and parcels for weapons or other prohibited items; and
- b) using x-ray screening equipment, walk through metal detectors and hand-held metal detectors.

### **5.2.1.8 Crowd Control Guard**

Duties include, but are not limited to:

- a) controlling access to a site, including monitoring entrance and gate passage;
- b) inspection of bags.





### **5.2.1.9 Waste Disposal Guard**

Duties include, but are not limited to:

- a) Picking up and shredding Protected information using standard shredding equipment;
- b) Disposing of information up to Secret level using an approved RCMP shredding machine; and
- c) Disposing of information technology equipment using an approved Communications Security Establishment machine.

### **5.2.1.10 Issuing Identification Cards Guard**

Duties include, but are not limited to:

- a) Ensuring that all required equipment is operational;
- b) Before issuing a security ID card, verify that the worker is in possession of a valid security clearance; and
- c) Updating the appropriate data base of the employees' status within the department.

### **5.2.1.11 Processing Security Screening Guard**

Duties include, but are not limited to:

- a) In support of the departmental personal security program for all personnel who require a security screening (Reliability Status, Site Access, Secret and above), verify the required forms for accuracy, ensuring to process their fingerprints and forward them to the RCMP for verification and any other related duties as specified by the personnel security manager.

## **5.2.2 Standard of Selection**

The Contractor must provide a guard per the following Standard of Selection:

- a) Citizenship

All guards must be Canadian Citizens, landed immigrants or permanent residents of Canada that hold a valid employment authorization document.

- b) Abilities

The guard as a minimum must have:

- i. A demonstrated ability to read, write and speak in English;
- ii. Fluency in Inuktitut would be an asset; and
- iii. Basic level computer skills, where required.

- c) Health Standards and Mobility Standards

- i. Provide a guard that is in a state of health consistent with the ability to perform the required safety and security tasks.
- ii. At a minimum, ensure that the guard meet the standards outlined in [Security Officers and Security Officer Supervisors CAN/CGSB-133.1-2017](#)

- d) Personnel Appearance

The Contractor must ensure that the guard is neat and clean in appearance. When applicable, for health and safety reasons, the guard is prohibited from wearing jewelry and must ensure that hair longer than shoulder length is kept securely fastened.



### 5.2.3 Uniform Requirement

#### 5.2.3.1 General Uniform Requirements

The Contractor must provide all uniforms and ensure that they are identical in design, color and “non-military” style and must be worn by all guard(s) when providing services.

The contractor must ensure that all uniforms are:

- a) Regular dark color (navy or black) trousers, slacks or skirts, white shirt or blouse and plain dark color shoes or boots;
- b) Clean, pressed, properly fitting and in a state of good repair; and
- c) if/when a vest, raincoat, winter coat, cap, gloves or neck gaiter are worn, they match and complement the type of uniform worn.

#### 5.2.3.2 Personal Protective Equipment (PPE)

The contractor must provide all necessary PPE, including masks, face shields, face masks, gloves, hand sanitizer, etc.

### 5.2.4 Minimum Training Requirements

#### 5.2.4.1 Minimum guard training

The Contractor must:

- a) Provide a guard that has successfully completed training in accordance with the [Security Officers and Security Officer Supervisors CAN/CGSB-133.1-2017](#)– Security Officers Basic (Pre-Assignment) Training Program, as approved by the Canadian General Standards Board.
- b) Provide a guard that has a valid basic qualification in First Aid to the St. John Ambulance Emergency level (or equivalent).

The table below provides an overview of the related content and the suggested hours of training.

<b>Security Officers Basic (Pre-Assignment) Training Program</b>		
<b>#</b>	<b>Training Program Content</b>	<b>Suggested Hours of Training</b>
1	Administration/Introduction/Evaluation of Candidates' Knowledge	3
2	Introduction to Duties and Responsibilities	2
3	Professionalism and Public Relations	3
4	Legal Authorities, Duties and Responsibilities	6
5	Use of Force Principles and Guidelines	6
6	Alarm and Protection Systems	2
7	Traffic Movement	1
8	Personnel and Material Access Control	3
9	Report Writing, Note Taking, Evidence and Crime-Scene Sketching	4
10	Response to Emergency Situations (Bombs, Fires, Suspicious Packages etc.)	9



11	Patrol Procedures	4
12	Labour Disputes	2
13	Relations with Police	1
14	Effective Communications	8
15	First Aid/CPR Training	Additional Hours as Required

#### 5.2.4.2 Site Orientation

The Contractor must ensure, at no cost to Canada, satisfactory completion of on-the-job orientation by all guards prior to commencing an assignment and re-assignment to a Post including but not limited to:

- a) Thorough knowledge and understanding of Post orders.
- b) Orientation and operation of security system.
- c) Orientation and operation of fire equipment.
- d) Access control.
- e) Key control.

Whenever it becomes necessary to assign or reassign guards to a Post for the first time without the guards having first completed on-the-job orientation, the Contractor must arrange, at their own expense, to have new guards “double bank” with experienced guards from the work site, prior to the guard taking over the Post on their own.

The Contractor's supervisor or a designate must visit the Post to ensure that new guards are knowledgeable and performing their duties.

#### 5.2.5 Management Structure

The Contractor must provide the following resource:

##### 5.2.5.1 Operational Supervisor

The Operational Supervisor responsibilities include, but not limited to:

- a) oversee day to day operational matters within the region; and
- b) ensure the effective, efficient, responsive and compliant delivery of the required services.



## 6. CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor must:

- a) Possess a valid Security Agent Permit to operate in the Nunavut Territories.
- b) Provide a guard that possess a valid Security Guard License for Nunavut Territories, and a valid security clearance in accordance with the requirement.
- c) Ensure that the guard carry the valid Security Guard License while providing services.
- d) Ensure that the guard has a valid driver's license if/when requested to provide Vehicle Patrol Services.
- e) Ensure that, if the equipment is issued by the RCMP for use by the Contractor, it needs to be controlled and maintained. This includes, but is not limited to: two Way Radios; and computers.
- f) Provide properly trained resources as back-up support for illness, holidays or other absences.
- g) Ensure the proper number of relief guards are present on the worksite to perform relief duties during meals and rest period.
- h) Provide an Operational Supervisor to oversee day to day operational matters within the region, and to ensure the effective, efficient, responsive and compliant delivery of the required services.
- i) Ensure that Canada is only billed for the services requested, for example, Canada will not be billed for:
  - i. Overfills - when the Contractor provides too many guards or guards for longer periods than requested.
  - ii. Shortfalls - when the requested service is not provided (e.g. late arrival of guard to Post, guard leaving Post early, insufficient number of guards). The Contractor must ensure that the RCMP is not billed overtime as a result of the Contractor having to fill the Shortfall.
- j) Ensure that all personnel adhere to the policy of the Government of Canada's that prohibits smoking on government premises.
- k) Ensure that Government owned property is only used for official business.

### 6.1 Post Arrival

The Contractor must:

- a) Inspect all Post equipment to ensure it is operational.
- b) Check the Post for cleanliness and perform any post maintenance required to maintain a safe and presentable work area.
- c) Account for all Post keys.
- d) If applicable, ask the guard they are relieving if there is any important information to pass on.
- e) Ensure all necessary Post paperwork and Post forms are available.
- f) Locate and review the Post orders.
- g) Report any Post discrepancies to their supervisor (or delegate) immediately.



## **6.2 Post Items Not Authorized**

The Contractor must ensure that:

- a) Televisions, radios and digital music devices, used for personal reasons are not permitted.
- b) The use of personal cell phones for non-security/non-emergency related matters are not permitted.
- c) Hand-carried bags of all types (purses, back packs, etc.) are kept out of the sight of the general public.
- d) Only work-related reading material is allowed. Personal reading material such as newspapers, magazines, school books, etc., are not permitted.
- e) Food items and beverages, (exception: water in clear bottles or cups) are not permitted at Post.
- f) No eating on Post, unless the Post orders specify otherwise.

## **6.3 Post Orders**

Post orders are written documents that clearly outline duties, responsibilities and expectations of the security operations at a facility. They also provide instructions on how to specifically respond to predictable situations that may occur.

The Contractor must:

- a) Adhere to all Post order duties, responsibilities and expectations.
- b) Ensure that all personnel providing related services have signed off that they have read and understand the Post orders.
- c) Ensure Post orders are located in a safe place, out of public view.

## **7. CONSTRAINTS**

### **7.1 Deficiencies**

Should a guard be found unsuitable to, or a deficiency found in the services provided, the nature of the issue should be stated in writing and forwarded to the Contractor. Upon receipt of the written notice, the Contractor must, within one (1) business day, propose corrective action for review/approval and specify the date the corrective action will be implemented. Any costs associated with the corrective action will be borne by the Contractor.

If the deficiency is not corrected by the agreed date and the corrective action remains outstanding, the Technical Authority should be notified.

Where a deficiency remains, this could be deemed to be a material breach of the contract entitling the RCMP to terminate the contract for cause in accordance with the related terms and conditions.

### **7.2 Performance and Quality Management**

The Contractor must:

- a) Develop and implement actions to correct or improve any performance or non-conformance issues identified by the Technical Authority.
- b) Monitor and, if necessary, adjust any actions developed and implemented to correct or improve performance or non-conformance issues.
- c) Upon request, report on the progress of any corrective actions.



**8. SCHEDULE OF WORK**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Guard Services As identified per section 5.2	As and When Requested	08:00 – 16:00	08:00 – 16:00	08:00 – 16:00	08:00 – 16:00	08:00 – 16:00	As and When Requested

**9. LANGUAGE OF WORK**

The Contractor must:

- a) Upon request, provide guards who are able to read and speak English;
- b) Fluency in Inuktitut would be an asset.

**10. LOCATION OF WORK**

The work must be performed at:

Royal Canadian Mounted Police  
 Iqaluit Detachment / "V" Division Headquarters  
 960 Federal Road  
 Iqaluit, NU X0A 0H0 Canada

**11. TRAVEL**

Security Guards may be required to provide testimony at court in connection with their duties or to attend Critical Incident Debriefings. Dates and times will be provided by the RCMP if and when required.

**12. MEETINGS**

The Contractor will not be reimbursed for any costs incurred for meetings.

12.1 Kick off Meeting

A Kick-off meeting will be held within thirty (30) working days from the effective date of the contract. The kick-off meeting will be organized as a teleconference. The exact time and location of the kick-off meeting will be provided after Contract issuance.

The purpose of the kick-off meeting will be to:

- a) Review the Contract requirements; and
- b) Review and clarify the respective roles and responsibilities of the Contracting Authority, the Technical Authority and the Contractor to ensure common understanding of the requirement and the terms and conditions of the contract.



## **13 SUPPORT PROVIDED BY THE RCMP**

**13.1** The RCMP will provide the following:

- a) office space;
- b) office furnishings (e.g. chairs, desks);
- c) landline phones;
- d) limited network access;
- e) any communication equipment required or essential to the safety of the provision of guard services (e.g. radio);
- f) up to date Post orders; and
- g) Verification of received invoices and follow-up with the contractor for any discrepancies.

### **13.2 Creation of Post Orders**

- a) ensuring Departmental Security Officer or the authorized representative creates the Post orders and maintains them relevant to the current work environment; and
- b) ensuring Post orders are of sufficient detail to allow the Contractor to effectively carry out their duties.

### **13.3 Post Orders Revision**

- a) ensuring the Departmental Security Officer or authorized representative review the Post orders a minimum of once a year or as required and update accordingly for any changes to procedures; and b) ensuring the original Post orders and any amendments are dated.



**ANNEX B - BASIS OF PAYMENT**

**1.0 Professional fees from Date of Contract award to March 31, 2027 - All inclusive Fixed Hourly Rate (CAD)**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

**FOR EVALUATION PURPOSES ONLY**

The Bidder must insert their firm, all-inclusive hourly rate in Table 1 below (column C) and complete the extended price calculation (column D) for the contract periods identified. The Bidder must provide the applicable provincial tax rate. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of hours is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

**The total evaluated price: D1 + D2 + D3 + D4 (taxes not included)**

**Table 1: Level 1 Guard Services**

<b>CONTRACT PERIOD</b>	<b>NUMBER OF RESOURCES (A)</b>	<b>ESTIMATED NUMBER OF HOURS (B)</b>	<b>FIRM HOURLY RATE (C)</b>	<b>EXTENDED PRICE (D) = A x B x C</b>
Contract Period From: Oct. 1, 2023 To: March 31, 2024	1	1,040	\$	\$ (D1)
Option year 1 From: April 1, 2024 To: March 31, 2025	1	2,080	\$	\$ (D2)
Option year 2 From: April 1, 2025 To: March 31, 2026	1	2,080	\$	\$ (D3)
Option year 3 From: April 1, 2026 To: March 31, 2027	1	2,080	\$	\$ (D4)
<b>Total for evaluation purposes (D1 + D2 + D3 + D4)</b>				<b>\$</b>





## **2.0 Overtime and Statutory Holidays**

### **2.1 Overtime**

Overtime must not be performed under the contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the overtime authorization, including any premium to be paid, and a report containing the details of the overtime performed pursuant to the written authorization.

Overtime is regulated by provincial legislation and is therefore calculated based on where the work is performed.

### **2.2 Statutory holidays**

Payment for Statutory holidays must not be made under the contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the statutory holiday authorization, including any premium to be paid, and a report containing the details of the statutory holiday worked pursuant to the written authorization.

Statutory holidays are regulated by provincial legislation and is therefore calculated based on where the work is performed.

### **2.3 AUTHORIZED TRAVEL AND LIVING EXPENSES FOR WORK**

Concerning the requirements to travel described in section 11 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_ ([insert amount at contract award](#)).



## 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.tunnngavik.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.tunnngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnngavik.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.tunnngavik.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. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunnjavik.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 **must not include** 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: October 1, 2023 to March 31, 2024

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	Guard Level 1	\$		\$
EIE -2		\$		\$
<b>Total for this Period 1</b>				



**1-B Total EIE**

Period 2: April 1, 2024 to March 31, 2025

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	Guard Level 1	\$		\$
EIE -2		\$		\$
<b>Total for this Period 2</b>				

**1-C Total EIE**

Period 3: April 1, 2025 to March 31, 2026

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	Guard Level 1	\$		\$
EIE -2		\$		\$
<b>Total for this Period 3</b>				

**1-D Total EIE**

Period 4: April 1, 2026 to March 31, 2027

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	Guard Level 1	\$		\$
EIE -2		\$		\$
<b>Total for this Period 4</b>				



<b>Total <u>for all</u> Periods</b>	<b>Total EIE Hours</b> (Contractor and subcontractor)		<b>Total Dollar Value</b> (Contractor and subcontractor)	
		<b>(A1)</b>	\$	<b>(A2)</b>

**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 TRAINING AND SKILLS DEVELOPMENT**

**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

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

**Quality Factor Rating (QR)**

<u>Training Type</u> <u>Quality Rating (R1)</u>		<u>Career Development</u> <u>Quality Rating (R2)</u>			<u>Training/Certification Completion</u> <u>Quality Rating (R3)</u>	
Accredited Certification = AC	X 2.5	Result in Permanent Employment = PP	X 2	Completed by Contract close = RC	X 1.5	
Apprenticeship = AP	X 2	Result in Salary Increase = PR	X 1.5	Not completed by Contract Close = NR	X 1	
On-the Job Training = OJ	X 1.5	No Change= NC	X 1			
Internal Certification = FC	X 1					

**2-A Total EIT**

Period 1: October 1, 2023 to March 31, 2024

									<b>FOR EVALUATION PURPOSES ONLY</b>	
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1 + R2 + R3 + R4)	Dollar Value of Training Provided
									(no. of Rs)	
EIT -1	Guard Training	AC	2	PP	2	RC	1	100	166	\$1800.00
EIT -2										\$
<b>Total for this Period 1</b>										



**2-B Total EIT**

Period 2: April 1, 2024 to March 31, 2025

									FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1 + R2 + R3 + R4)	Dollar Value of Training Provided
									(no. of Rs)	
EIT -1	Guard Training	AC	2	PP	2	RC	1	100	166	\$1800.00
EIT -2										\$
<b>Total for this Period 2</b>										

**2-C Total EIT**

Period 3: April 1, 2025 to March 31, 2026

									FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1 + R2 + R3 + R4)	Dollar Value of Training Provided
									(no. of Rs)	
EIT -1	Guard Training	AC	2	PP	2	RC	1	100	166	\$1800.00
EIT -2										\$
<b>Total for this Period 3</b>										



**2-D Total EIT**

Period 4: April 1, 2026 to March 31, 2027

									FOR EVALUATION PURPOSES ONLY		
ITEM	Training Type	R1	R1 Quality	R2	R2 Quality	R3	R3 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1 + R2 + R3 + R4)		
									(no. of Rs)		Dollar Value of Training Provided
EIT -1	Guard Training	AC	2	PP	2	RC	1	100	166		\$1800.00
EIT -2											\$
<b>Total for this Period 4</b>											

			FOR EVALUATION PURPOSES ONLY				
Total <u>for all</u> Periods			Total EIT Training Hours (Contractor and subcontractor)		Total EIT Quality Factor Training Hours (Contractor and subcontractor)		Total Dollar Value of Training Provided (Contractor and subcontractor)
			(E1)	(ER1)	\$	(E2)	

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIT commitment, as described in section 2.3, EIT – IBP Commitment Implementation in Annex D.

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





**INUIT OWNERSHIP**

**Commitment Table 3 – Inuit Ownership Commitment**

Inuit Ownership commitments **must not include** 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.

**3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period 1: October 1, 2023 to March 31, 2024

<b>Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this Period 1</b>	\$
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**3-B Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period 2: April 1, 2024 to March 31, 2025

<b>Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this Period 2</b>	\$
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**3-C Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period 3: April 1, 2025 to March 31, 2026

<b>Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this Period 3</b>	\$
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**3-D Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period 4: April 1, 2026 to March 31, 2027

<b>Dollar Value of IFR (Contractor/Subcontractors/Supplier) for this Period 4</b>	\$
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<b>Total Dollar Value of IFR (Contractor/Subcontractor/Supplier) <u>for all</u> Periods</b>	\$	<b>(F)</b>
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### **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 4 – NSA Location Commitment**

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

**4-A Location of Business in the NSA**

Period 1: October 1, 2023 to March 31, 2024

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

**4-B Location of Business in the NSA**

Period 2: April 1, 2024 to March 31, 2025

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



**4-C Location of Business in the NSA**

Period 3: April 1, 2025 to March 31, 2026

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

**4-D Location of Business in the NSA**

Period 4: April 1, 2026 to March 31, 2027

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



**Annex D - INUIT BENEFITS PLAN EVALUATION**

**Commitment Tables**

Bidders should fill out the commitment tables for each criteria 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**

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

**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: October 1, 2023 to March 31, 2024

<b>EMPLOYMENT OF EIE</b> <b>This criterion is worth 10% of the bid evaluation points available.</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-A at Annex C.</b>		
1.1	<p><b>EIE – Hours Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b><u>must not include</u></b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIE hours – <b>Quality Factor</b> (Contractor and subcontractor): _____ (AR1)</p>	/15
1.2	<p><b>EIE – Dollar value Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b><u>must not include</u></b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIE hours (Contractor and subcontractor): \$ _____ (A2)</p>	/15
<b>Total Points Available for the Employment of EIE</b>		<b>/30</b>



**Table 1-B Total EIE**

Option Period 1: April 1, 2024 to March 31, 2025

<b>EMPLOYMENT OF EIE</b> <b>This criterion is worth 10% of the bid evaluation points available.</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-B at Annex C.</b>		
1.1	<p><b>EIE – Hours Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIE hours – <b>Quality Factor</b> (Contractor and subcontractor): _____ (AR1)</p>	/15
1.2	<p><b>EIE – Dollar value Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIE hours (Contractor and subcontractor): \$ _____ (A2)</p>	/15
<b>Total Points Available for the Employment of EIE</b>		/30



**Table 1-C Total EIE**

Option Period 2: April 1, 2025 to March 31, 2026

<b>EMPLOYMENT OF EIE</b> <b>This criterion is worth 10% of the bid evaluation points available.</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 1-C at Annex C.</b>		
1.1	<p><b>EIE – Hours Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIE hours – <b>Quality Factor</b> (Contractor and subcontractor): _____ (AR1)</p>	/15
1.2	<p><b>EIE – Dollar value Commitment</b>                      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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIE hours (Contractor and subcontractor): \$ _____ (A2)</p>	/15
<b>Total Points Available for the Employment of EIE</b>		/30





**Table 1-D Total EIE**

Option Period 3: April 1, 2026 to March 31, 2027

<b>EMPLOYMENT OF EIE</b>		
<b>This criterion is worth 10% of the bid evaluation points available.</b>		
IMPORTANT: To achieve points, Bidders <b>should</b> detail commitments in Table 1-D at Annex C.		
1.1	<p><b>EIE – Hours Commitment</b> 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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIE hours – <b>Quality Factor</b> (Contractor and subcontractor): _____ (AR1)</p>	/15
1.2	<p><b>EIE – Dollar value Commitment</b> 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.</p> <p>Eligible Inuit Employment commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of EIE hours (Contractor and subcontractor): \$ _____ (A2)</p>	/15
<b>Total Points Available for the Employment of EIE</b>		/30

Contract period points: 30  
Option 1 points: 30  
Option 2 points: 25  
Option 3 points: 25

**Total points: 110/120**

110/120 \* 100 \* 10% = 9.2



**INUIT TRAINING AND SKILLS DEVELOPMENT**

**Table 2-A Total Inuit Hours Commitment**

Initial Contract Period: October 1, 2023 to March 31, 2024

<p><b>This criterion is worth 10% of the bid evaluation points available</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 2-A at Annex C.</p>		
2.1	<p><b>EIT – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – <b>Quality Factor:</b> _____ (ER1)</p>	/15
2.2	<p><b>EIT – Dollar value Commitment</b>            Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/15
<p><b>Total Points Available for Inuit Training and Skills Development</b></p>		/30



**Table 2-B Total Inuit Hours Commitment**

Option Period 1: April 1, 2024 to March 31, 2025

<b>This criterion is worth 10% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 2-B at Annex C.</b>		
2.1	<p><b>EIT – Hours Commitment</b>                      Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – <b>Quality Factor:</b> _____ (ER1)</p>	/15
2.2	<p><b>EIT – Dollar value Commitment</b>                      Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/15
<b>Total Points Available for Inuit Training and Skills Development</b>		/30



**Table 2-C Total Inuit Hours Commitment**

Option Period 2: April 1, 2025 to March 31, 2026

<p><b>This criterion is worth 10% of the bid evaluation points available</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 2-C at Annex C.</p>		
2.1	<p><b>EIT – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – <b>Quality Factor:</b> _____ (ER1)</p>	/15
2.2	<p><b>EIT – Dollar value Commitment</b>            Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/15
<p><b>Total Points Available for Inuit Training and Skills Development</b></p>		/30



**Table 2-D Total Inuit Hours Commitment**

Option Period 3: April 1, 2026 to March 31, 2027

<p><b>This criterion is worth 10% of the bid evaluation points available</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 2-D at Annex C.</p>		
2.1	<p><b>EIT – Hours Commitment</b>            Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p><b>NOTE:</b> Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> <li>• Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the <b>condition</b> that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – <b>Quality Factor:</b> _____ (ER1)</p>	/15
2.2	<p><b>EIT – Dollar value Commitment</b>            Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p><b>NOTE:</b> Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment.</li> <li>• External or third-party training costs may be eligible for consideration.</li> </ul> <p>Eligible Inuit Training commitments <b>must not include</b> any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2)</p>	/15
<p><b>Total Points Available for Inuit Training and Skills Development</b></p>		/30



**Contract period points: 30**  
**Option 1 points: 30**  
**Option 2 points: 25**  
**Option 3 points: 25**

**Total points: 110/120**

**110/120 \* 100 \* 10% = 9.2**



**INUIT OWNERSHIP**

**Table 3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Initial Contract Period: October 1, 2023 to March 31, 2024

<p><b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 3-A at Annex C.</p>		
3.1	<p><b>Inuit Ownership – Dollar value Commitment</b></p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>	/10
<p><b>Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)</b></p>		/10



**Table 3-B Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Option Period 1: April 1, 2024 to March 31, 2025

<p><b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 3-B at Annex C.</p>		
3.1	<p><b>Inuit Ownership – Dollar value Commitment</b></p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>	/10
<p><b>Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)</b></p>		/10





**Table 3-C Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Option Period 2: April 1, 2025 to March 31, 2026

<p><b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 3-C at Annex C.</p>		
3.1	<p><b>Inuit Ownership – Dollar value Commitment</b></p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>	/10
<p><b>Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)</b></p>		/10



**Table 3-D Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Option Period 3: April 1, 2026 to March 31, 2027

<p><b>This criterion is worth 10% of the bid evaluation points available.</b>  <b>IMPORTANT:</b> To achieve points, Bidders <b>should</b> detail commitments in Table 3-D at Annex C.</p>		
3.1	<p><b>Inuit Ownership – Dollar value Commitment</b></p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments <b>must not include</b> any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p> <p style="text-align: right;">Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)</p>	/10
<p><b>Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)</b></p>		/10

Contract period points: 10  
Option 1 points: 10  
Option 2 points: 5  
Option 3 points: 5

**Total points: 30/40**

**30/40 \* 100 \* 10% = 7.5**



**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Table 4-A Location of Business in the NSA**

Initial Contract Period: October 1, 2023 to March 31, 2024

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-A at Annex C.</b>	
4.1	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 100 points will be assigned for this criterion.</p> <p>Points will be assigned as follows:</p> <p><b>Contractor</b> (100 points [if Contractor only] / 50 points [Contractor and subcontractors/suppliers]):</p> <ol style="list-style-type: none"> <li>1. Head Offices (40 / 20 points)</li> <li>2. Administrative Offices (40 / 20 points)</li> <li>3. Other Staffed Facilities (20 / 10 points)</li> </ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm’s presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>
<b>Total Points Available for Inuit Location</b>	
/100	



**Table 4-B Location of Business in the NSA**

Option Period 1: April 1, 2024 to March 31, 2025

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-B at Annex C.</b>	
4.1	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 100 points will be assigned for this criterion.</p> <p>Points will be assigned as follows:</p> <p><b>Contractor</b> (100 points [if Contractor only]):</p> <ol style="list-style-type: none"> <li>1. Head Offices (40 points)</li> <li>2. Administrative Offices (40 points)</li> <li>3. Other Staffed Facilities (20 points)</li> </ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm’s presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>
<b>Total Points Available for Inuit Location</b>	
/100	



**Table 4-C Location of Business in the NSA**

Option Period 2: April 1, 2025 to March 31, 2026

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-C at Annex C.</b>	
4.1	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 100 points will be assigned for this criterion.</p> <p>Points will be assigned as follows:</p> <p><b>Contractor</b> (100 points [if Contractor only]):</p> <ol style="list-style-type: none"> <li>1. Head Offices (40 points)</li> <li>2. Administrative Offices (40 points)</li> <li>3. Other Staffed Facilities (20 points)</li> </ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm’s presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>
<b>Total Points Available for Inuit Location</b>	
/100	



**Table 4-D Location of Business in the NSA**

Option Period 3: April 1, 2026 to March 31, 2027

<b>LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA)</b> <b>This criterion is worth 5% of the bid evaluation points available</b> <b>IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-D at Annex C.</b>	
4.1	<p><b>NSA Location – Commitment</b></p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor/subcontractor/supplier may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 100 points will be assigned for this criterion.</p> <p>Points will be assigned as follows:</p> <p><b>Contractor</b> (100 points [if Contractor only]):</p> <ol style="list-style-type: none"> <li>1. Head Offices (40 points)</li> <li>2. Administrative Offices (40 points)</li> <li>3. Other Staffed Facilities (20 points)</li> </ol> <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm's presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul>
<b>Total Points Available for Inuit Location</b>	
/100	

**Contract period points: 100**  
**Option 1 points: 100**  
**Option 2 points: 75**  
**Option 3 points: 75**

**Total points: 350/400**

**350/400 \* 100 \* 5% = 4.4**



## Annex E - IBP PROGRESS REPORT

The IBP Progress Report is comprised of 4 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 Contractor 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 *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

### Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract 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.tunnngavik.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.tunnngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnngavik.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.tunnngavik.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. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunnngavik.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**

ITEM	Hourly Rate	EIE Hours in this Period (Contractor and subcontractor)		Dollar Value paid to EIE in this Period (Contractor and subcontractor)	
		Committed	Achieved	Committed	Achieved
EIE - 1	\$			\$	\$
EIE - 2	\$			\$	\$
<b>Total for this Period</b>				\$	\$

**1-B EIE Cumulative**

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



**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 TRAINING AND SKILLS DEVELOPMENT**

**Table 2 – EIT Progress Report**

Period: \_\_\_\_\_

**2-A Total EIT**

ITEM	Total EIT training hours in this Period		Total Dollar Value spent on training in this Period		Number of EITs trained for this Periods, up to now and including this one	
	Committed	Achieved	Committed	Achieved	Committed	Achieved
EIT -1			\$	\$		
EIT -2			\$	\$		
<b>Total for this Period</b>			\$	\$		

**2-B EIT Cumulative**

<b>Total of EIT training hours for all Periods, up to now and including this one</b>		<b>Total Dollar Value spent on training in all Periods, up to now and including this one</b>	\$	<b>Number of EITs trained for all Periods, up to now and including this one</b>	
Total of EIT training hours committed in the IBP <b>(E1)</b>		Total Dollar Value committed for training in the IBP <b>(E2)</b>	\$	Total EITs committed in the IBP <b>(T1)</b>	
Total of EIT training hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$	Total EITs remaining to be trained	



**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 3 – Inuit Ownership Progress Report**

**3-A Total Inuit Contractor/Sub-Contracting/Supplier**

Period: \_\_\_\_\_

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

**3-B Cumulative**

<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in all Periods, including this one.	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$
<b>Total Dollar Value remaining</b>	\$



**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)



**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Table 4– NSA Location Commitment Progress Report**

**4-A Location of Business in the NSA**

Period: \_\_\_\_\_

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

**On track (Yes or No) ?** If no, the sections below **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)



**Each IBP progress report must include the certification below.**

**Contractor Certification**

<b>IBP PROGRESS CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>CONTRACT NUMBER:</b> _____		
<b>The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.</b>		
<b>The Contractor further certifies, and is prepared to provide support to demonstrate, that:</b>		
<b>1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and</b>		
<b>2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.</b>		





**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:
  - a. 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.
  - l. 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 [Department of Justice Act, S.C. 1993, c. J-2](#), 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)*