

RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

RCMP-GRC

Bid Receiving/Réception des sousmissions Attn: Sopheary Tanh 73 Leikin Drive/promenade Leikin, Mailstop # 15/ arrêt postal # 15 Ottawa, ON K1A 0R2

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

INVITATION TO TENDER

APPPEL D'OFFRES

Tender to: Royal Canadian Mounted Police

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

Soumission aux: Gendarmerie royale du Canada

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

Comments – Commentaries

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

| Title-Sujet | | | | | | |
|---|------------------------------|--|--------------------|------------------------------------|--|--|
| Construction: Norway | House Detac | hme | ent | | | |
| Solicitation No. – Nº 201906869 | de l'invitatio | n | Date 20 A | ugust 2019 | | |
| Client Reference No. | - No. De Réf | érei | nce du | Client | | |
| Solicitation Closes – I at - à 2 :00 p.m. ED' on - le 01 October 20 | Т | oren | d fin | | | |
| Delivery - | Taxes - Ta | xes | | Duty – Droits | | |
| Livraison | See herein - | — V | 'oir | See herein — Voir | | |
| See herein — Voir | aux présent | es | | aux présentes | | |
| aux présentes | | | | | | |
| Destination of Goods | and Service | s – I | Destina | ations des biens et | | |
| services See herein — Voir aux | x présentes | | | | | |
| Instructions | | | | | | |
| See herein — Voir aux | x présentes | | | | | |
| Address Enquiries to renseignements à | - Adresser t | oute | e dema | nde de | | |
| Sopheary Tanh Sopheary.Tanh@rcmp | o-grc.gc.ca | | | | | |
| Telephone No. – No. téléphone | de | | csimil écopie | e No. – No. de aur: | | |
| 343-547-2301 | | | | | | |
| Delivery Required - Livraison exigée: See herein — Voir aux présentes | | Delivery Offered - Livraison proposée | | | | |
| Vendor/Firm Name, sociale, adresse et rep l'entrepreneur: | | | | | | |
| Telephone No. – No. | de téléphone | | | imile No. – No. de opieur | | |
| Name and title of per Vendor/Firm (type o autorisée à signer au (taper ou écrire en ca | r print) – No nom du four | m e niss | t titre seur/de | de la personne e l'entrepreneur | | |
| Signature | | | Date | | | |

Canadä



INVITATION TO TENDER

Construction of the new detachment building Norway House, Manitoba

IMPORTANT NOTICE TO BIDDERS

TWO PHASE SELECTION PROCESS

This is a two phase selection process. Refer to the Special Instructions to Bidders.

THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI11, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements, Document Safeguarding Location".

APPROVAL OF ALTERNATIVE MATERIALS (APPLICABLE TO PHASE TWO)

In accordance with R2710T (2019-05-30) GI 15 Approval of Alternative Materials, when materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the Phase Two bid shall be based on use of the named materials. During the Phase Two solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the Phase Two solicitation closing date. If the alternative materials are approved for the purposes of the Phase Two bid, an addendum to the Phase Two bid documents shall be issued.

REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 201900733, dated July 3, 2018 with a closing date July 27, 2018 at 4:00 pm.



TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Introduction
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Site Visit
- SI05 Aboriginal Participation
- SI06 Submission of Bid
- SI07 Revision of Bid
- SI08 Opening of Bids / Evaluation
- SI09 Completion of Submission
- SI10 Insufficient Funding
- SI11 Debriefings
- SI12 Bid Validity Period
- SI13 Construction Documents
- SI14 Recourse Mechanisms
- SI15 Promotion of Direct Deposit Initiative
- SI16 Security Related Requirements
- SI17 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following Web Site

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Intentionally left blank
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01 Security Related Requirements, Documents Safeguarding

SC02 Insurance Terms

APPENDIX 1 - PHASE ONE QUALIFICATION FORM

APPENDIX 2 - PHASE TWO BID AND ACCEPTANCE FORM (BA)

APPENDIX 3 - PHASE TWO INTEGRITY PROVISIONS

APPENDIX 4 - PHASE TWO LISTING OF SUBCONTRACTORS

ANNEX A - PHASE TWO SPECIFICATIONS

ANNEX B - PHASE TWO DRAWINGS ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)



ANNEX D - PHASE TWO CERTIFICATE OF INSURANCE

ANNEX E - PHASE TWO ABORIGINAL PARTICIPATION

ATTACHMENT 1 to ANNEX E ABORIGINAL BUSINESS CAPACITY ATTACHMENT 2 to ANNEX E ABORIGINAL BUSINESS CERTIFICATIONS



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. The Royal Canadian Mounted Police (RCMP) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. This is a two phase selection process. Bidders responding to this ITT are requested to submit a bid in two phases. Phase One bids cover only the qualifications and experience of the Bidder, refer to SI06 'Submission of Bid'. Following evaluation of these bids, Bidders are advised of their competitive standing and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid. Phase Two bids cover the pricing. A combination of the Phase One and Phase Two submissions constitutes the final bid.
- 3. Initially, suppliers are invited to submit a bid in the first phase of the selection procedure outlined below. Only the Phase One information asked for in the ITT is to be included in the Phase One bid, and evaluation of Phase One bids will be carried out only on the Phase One information requested.

SI02 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - a. Invitation to Tender Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions Construction Services Bid Security Requirements R2710T (2019-05-30), amended as follows:
 - i. Subsection GI16 Performance Evaluation:
 - Delete: in its entirety
 - Insert: GI16 intentionally left blank
 - ii. Amendments identified in any other sections of the Special Instructions to Bidders (SI)
 - The General Instructions apply to both Phase One and Phase Two unless specified otherwise.
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. The bid submitted at Phase One in response to this ITT and Phase One Qualification Form;
 - g. The bid submitted at Phase Two, the Phase Two Bid and Acceptance Form and related Appendix(s) and Attachments; and
 - h. Any solicitation amendments issued during either Phase One or Phase Two.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30) is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries during the Phase One solicitation period must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address <u>Sopheary.Tanh@rcmp-grc.gc.ca</u> as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the



date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

- 2. Enquiries during the Phase Two solicitation period must be submitted in writing to the Contracting Authority as early as possible within the solicitation period. Except for the approval of alternative materials (applicable to Phase Two) as described in GI15 of R2710T, enquiries should be received within the enquiry period to be confirmed for Phase Two to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 3. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 4. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non- compliant.
- 5. Further instructions related to enquiries during the Phase Two period will be released to Phase One responsive Bidders.

SI04 SITE VISIT

There will not be a site visit for Phase One or Phase Two of this solicitation process.

SI05 ABORIGINAL PARTICIPATION

The Government of Canada encourages Aboriginal socio-economic development through federal contracting opportunities, and encourages Bidders to contribute to creating long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities. Reference Annex E – Phase Two Aboriginal Participation.

SI06 SUBMISSION OF BIDS

Section GI09 of R2710T is replaced by the following:

A. Phase One submission of bid

- 1. The Phase One bid shall be submitted in one bid envelope.
- 2. The Phase One bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the Phase One bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
- 3. The Phase One Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. PHASE ONE QUALIFICATIONS;
 - b. Solicitation Number; and
 - c. Name of Bidder.
- 4. Timely and correct delivery of bids is the sole responsibility of the Bidder.

B. Phase Two submission of bid

- 1. The Phase Two bid shall be submitted in one bid envelope.
- 2. The Phase Two bid envelope shall be addressed and submitted to the address to be provided by the Contracting Authority to Phase One responsive Bidders. The Phase Two bid must be received on or before the date and time set for solicitation closing in accordance with the instructions to be provided by the Contracting Authority to Phase One responsive Bidders. The Bidder shall ensure that the following information is clearly printed or typed on the face of the Phase Two bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
- 3. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. PHASE TWO PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
- 4. Unless otherwise specified in the Special Instructions to Bidders
 - a. The bid price shall be in Canadian currency;
 - b. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI07 REVISION OF BID

Paragraph 1 of GI10 of R2710T is replaced by the following;

- A Phase One and/or Phase Two bid submitted in accordance with these instructions may be revised by
 physically delivering a new qualification and/or price envelope, provided the revision is received at the office
 designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall
 be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of
 the envelope:
- a. REVISED PHASE ONE QUALIFICATIONS OR PHASE TWO PRICE,
- **b.** Solicitation Number, and
- c. Name of Bidder

Paragraph 3 of GI10 of R2710T replaced by the following; 3. Intentionally left blank.

SI08 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at Phase One or Phase Two bid deposit time.
- Phase One Qualifications will be opened privately. Requirements will be evaluated on a <u>Pass or Fail basis</u>. Failure to meet any or all of the Phase One mandatory requirement will render the Phase One bid non-compliant and no other consideration will be given to the Phase One bid.
- 3. The responsive Phase One Bidders will be advised of their competitive standing, sent the Phase Two documentation, and have the opportunity to decide whether or not to continue their participation by submitting a Phase Two bid.



- 4. Phase Two Price Submittals will be evaluated against the Phase Two mandatory requirements, failure to comply with any or all of the Phase Two mandatory requirement(s) will render the Phase Two bid non-compliant and no other consideration will be given to the Phase Two bid.
- 5. The responsive Phase Two bid with the lowest price will be recommended for contract award.
- 6. Following solicitation closing, the Bidder with the lowest price will be notified. Following contract award, the Phase Two bid results may be obtained from the Contracting Authority.

SI09 COMPLETION OF SUBMISSION

The Bidder shall base the Phase One and Phase Two bids on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document, and for responsive Phase One Bidders the subsequent Phase Two documents.

SI10 INSUFFICIENT FUNDING

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

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

SI11 DEBRIEFINGS

A. Phase One

After Bidders have been advised of their Phase One competitive standing, Bidders may request a debriefing on the results of the Phase One bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the Phase One bid solicitation process. The debriefing may be in writing, by telephone or in person.

B. Phase Two

Debriefings do not apply to Phase Two bids as they are price only bids. In accordance with SI07 Opening of Bids/Evaluation, following contract award the Phase Two bid results may be obtained from the Contracting Authority.

SI12 BID VALIDITY PERIOD

A. Phase One

1. There is no bid validity period for Phase One of the solicitation process.

B. Phase Two

- 1. Canada reserves the right to seek an extension to the Phase Two bid validity period prescribed in BA04 of the Phase Two Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted Phase Two bids, then Canada will continue immediately with the evaluation of the Phase Two bids and its approvals processes.



- 3. If the extension referred to in paragraph 1.above is not accepted in writing by all those who submitted Phase Two bids then Canada will, at its sole discretion, either
 - a. continue to evaluate the Phase Two bids of those who have accepted the proposed extension; or
 - b. cancel the solicitation.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710.

SI13 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **with one (1) electronic or paper copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum **six (6)**, will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

SI14 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/recourse-mechanisms

SI15 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

SI16 SECURITY RELATED REQUIREMENTS

- 1. Before commencement of the Work, the Contractor must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions.
- 2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
- 3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
- 4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).



SI17 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL

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

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

Bid Bond (form PWGSC-TPSGC 504) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf

Performance Bond (form PWGSC-TPSGC 505) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) <u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf</u>

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

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

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

Integrity Regime (access to the Declaration Form through the *Forms for the Integrity Regime* link) http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html

Trade Agreements

https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements



CONTRACT DOCUMENTS (CD)

- 1. The following are the Contract Documents:
 - a. Contract Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices and Attachments attached thereto;
 - c. Drawings and Specifications;
 - d. General Conditions and clauses GC1 General Provisions - Construction Services GC2 Administration of the Contract GC3 Execution and Control of the Work **GC4** Protective Measures GC5 Terms of Payment Delays and Changes in the Work GC6 Allowable Costs for Contract Changes Under GC6.4.1 Default, Suspension or Termination of Contract GC7 **Dispute Resolution** GC8 Contract Security GC9 GC10 Insurance

R2810D (2017-11-28)*as amended; R2820D (2016-01-28); R2830D (2018-06-21); R2840D (2008-05-21); R2850D (2016-01-28) *as amended; R2860D (2019-05-30); R2950D (2015-02-25); R2870D (2015-02-25); R2870D (2018-06-21); R2882D (2016-01-28); R2890D (2018-06-21); R2900D (2008-05-12);

*Subsection GC1.22 Performance-evaluation: Contract of R2810D (2017-11-28), incorporated by reference above, is amended as follows:

Delete: in its entirety

Insert: GC1.22 Intentionally left blank.

*Section GC5.4 Progress Payment of R2850D (2016-01-28) General Condition (GC) 5 Terms of Payment > 100K - Construction Services is amended as follows: Insert:

6. The Contractor is requested to submit Aboriginal participation status reports with each claim for progress payment. The Aboriginal participation status report should contain the information included in Annex E – Phase Two Aboriginal Participation.

- e. Supplementary Conditions
- f. Any amendment issued or any allowable Phase One or Phase Two bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the Phase Two bid; and acceptance of the Phase Two bid;
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions;
- i. Phase One bid and related Appendix; and
- j. Phase Two bid and related Appendixes and Attachments.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

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.

- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.
- 4. Procurement Ombudsman
- 4.1 Dispute Resolution Services

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, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

4.2 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 supplier <u>or</u> the contractor <u>or</u> the name of the entity awarded this contract*] 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <u>boa-opo@boa-opo.gc.ca</u>.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the contract is:

Name: Sopheary Tanh Title: Senior Contracting Officer Organization: RCMP – Procurement and Contracting Branch Address: 73 Leikin Dr. Ottawa, ON K1A 0R2

Telephone:343-547-2301E-mail address:Sopheary.Tanh@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.

5.2 RCMP Departmental Representative (Project Manager) [To be confirmed at contract award]

The RCMP Departmental Representative (Project Manager) for the contract is:

| Name: | |
|-------------------------------|--|
| Title: | |
| Organization: | |
| Address: | |
| Telephone : | |
| Facsimile: E-mail address: | |
| | |

The RCMP Departmental Representative (Project Manager) 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 RCMP Departmental Representative; however, the RCMP Departmental Representative has no authority to authorize changes to the contract. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative [To be confirmed at contract award]

| Name: Title: Address: | |
|-----------------------------|--|
| Telephone : Facsimile: | |

E-mail address: _____



SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

- 1. The following security requirements (SRCL and related clauses) apply and form part of the Contract. Before the commencement of Work the following conditions must be met:
- 1.1 The Contractor's personnel are required to be security cleared as follows: Labourers doing construction at vendor's site do not require security clearance; Site Managers and trades with access to sanitized plans require RCMP Enhanced Reliability; Labourers and trades on site in Norway House, require RCMP Facility Access Level 2 (FA2) as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
- a. The Consultant must comply with the provisions of the: Security Requirements Check List (SRCL) attached at Annex C.
- b. The Contractor's location of service performance or document safeguarding must meet the security requirement as indicated in Annex C Security Requirements Check List (SRCL).
- 1.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding, for the following addresses:

[To be confirmed at contract award] Address: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory Postal Code

SC02 INSURANCE TERMS

1) Insurance Contracts

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

2) **Period of Insurance**

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

3) **Proof of Insurance**

(a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.



(b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

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

5) **Deductible**

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



APPENDIX 1 – PHASE ONE QUALIFICATION FORM

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

Note to Bidders: Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes. If any of the requirements under this section is omitted from the Phase One bid, it will be set aside without further consideration and the Phase One bid will be considered to be non-responsive. In the case of any mandatory criteria, a lack of supporting information will render the Phase One bid non-responsive and will be set aside without further consideration.

MANDATORY REQUIREMENTS

At Phase One bid closing time, the Bidder must :

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

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

| # | Mandatory Requirements | MET (Yes/No) |
|----|--|-----------------|
| M1 | The Bidder must have recently completed at least 2 construction projects, each project must demonstrate the following components: 1. The construction project was completed within the last 5 years; AND 2. The construction project was for a law enforcement, government or institutional* building 600 square meters or greater; AND 3. The value of construction project was greater than or equal to \$5,000,000.00. | |
| | *An institutional building refers to a structure that fulfils a role related to healthcare (hospital or medical clinic, senior living unit), education (school or university), recreation (athletic centre, public pool complex or arena) or public works (town hall, fire station, police station or detention centre). | |
| | **Note: Bidder to provide substantiation of above Mandatory Requirement using Project 1 and Project 2 Tables below. | |



| PROJECT 1: | |
|--|--|
| Date of Project Start Date: | Project Completion Date: |
| Date of Project Start Date. | Froject completion date. |
| Project Location: | |
| | |
| Dreiset Title | |
| Project Title: | |
| | |
| Description of project (Must include components specifi | ed in M1 to be compliant): |
| | |
| Project 1 - M1.1 Bidder must demonstrate that the const | ruction project was completed within the last 5 years: |
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| | ction project was for a law enforcement, government or |
| institutional* building 600 square meters or greater: | |
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| *An institutional building refers to a structure that fulfils a role | e related to healthcare (hospital or medical clinic, senior living |
| | ntre, public pool complex or arena) or public works (town hall, |
| fire station, police station or detention centre). | itie, public pool complex of arena) of public works (town nail, |
| The station, police station of detention centre). | |
| | |
| Project 1 - M1.3 Bidder must demonstrate the value | of construction project was greater than or equal to |
| \$5,000,000.00: | |
| +++++++++++++++++++++++++++++++++++++++ | |
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| PROJECT 2: | |
|--|--|
| Date of Project Start Date: | Project Completion Date: |
| Project Location: | |
| Project Title: | |
| Description of project (Must include components specified | ed in M1 to be compliant): |
| Project 2 - M1.1 Bidder must demonstrate that the cons | truction project was completed within the last 5 years: |
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| Project 2 - M1.2 Bidder must demonstrate the constru institutional* building 600 square meters or greater: | ction project was for a law enforcement, government or |
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| | |
| *An institutional building refers to a structure that fulfils a role unit), education (school or university), recreation (athletic ce fire station, police station or detention centre). | e related to healthcare (hospital or medical clinic, senior living ntre, public pool complex or arena) or public works (town hall, |
| | e of construction project was greater than or equal to |
| <u>\$5,000,000.00:</u> | |
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APPENDIX 2 – PHASE TWO BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Construction of a new detachment – Norway House, Manitoba

BA02 LEGAL NAME AND ADDRESS OF BIDDER

| Legal Name: | | |
|-------------------------------------|-------------------------|-----------------|
| Operating Name (if any): | | |
| Address: | | |
| Telephone: | _ Fax: | PBN: |
| E-mail address: | | |
| Industrial Security Program Organis | ation Number (ISP ORG#) | |
| , , , , | · · · · | (when required) |

BA03 THE OFFER

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

\$ ______ (including mark-up, overhead & profit (on all Work including mark-up, overhead & profit on any cash allowances); excluding net cost of any applicable cash allowances and excluding Applicable Taxe(s)). (amount in numbers)

Cash Allowances (not included in the Total Bid Amount)

The following outlines the unit of measurement of the cash allowance items as indicated in the Specification documents: In accordance Division 01 21 00 Allowances, the cash allowances are at cost (net cost) without allowance for mark-up or overhead or profit, and must be supported by invoices/receipts. All costs less than the estimated cash allowance amounts will be addressed as a credit change order to the contract. Mark-up, overhead and/or profit on cash allowances must be included in the Lump Sum.

| | ITEM | CASH ALLOWANCE |
|----|--|----------------|
| 1. | Independent testing performed testing certified testing agencies, as specified in the individual specification Sections. Refer to Section 01 29 83 | \$120,000.00 |
| 2. | Building Identification Signage, allowance for signage graphics and body framing to be supplied and installed by Contractor. Refer to Drawing Details 1 and 2/A104 | \$15,000.00 |

BA04 BID VALIDITY PERIOD

The Phase Two bid must not be withdrawn for a period of 60 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

A binding Contract will be issued by Canada to the Bidder with a responsive Phase Two bid carrying the lowest price. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.



BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work by March 31, 2021

BA07 BID SECURITY

The Bidder must enclose bid security with its Phase Two bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 ABORIGINAL PARTICIPATION

The Contractor is encouraged to contribute to the socio-economic development for Indigenous people. Reference Annex E – Phase Two Aboriginal Participation.

BA09 SIGNATURE

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

Signature

Date

APPENDIX 3 – PHASE TWO INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u> with an effective date of April 4, 2016).

- a. List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:
 - i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
 - ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

b. During the evaluation of bids or offers, a supplier must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted further to section 17(a).



APPENDIX 4 – PHASE TWO LISTING OF SUBCONTRACTORS

- In accordance with GI07 Listing of Subcontractors and Suppliers of R2710T- General Instructions -Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with its Phase Two Bid.
- 2) The Bidder should submit the list of Subcontractors for any portion of the Work valued at 20% or greater of the submitted Phase Two Bid Price.

| | Subcontractor | Division |
|----|---------------|----------|
| 1 | | |
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| 3 | | |
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| 14 | | |
| 15 | | |



ANNEX A – PHASE TWO SPECIFICATIONS

All specifications will be included as separate documents in Phase Two.



ANNEX B – PHASE TWO DRAWINGS

All drawings will be included as separate documents in Phase Two.



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ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)

| | t Gouvernement | | 20 | | 1112479 act Number / Numéro du cor | (D) |
|---|---|--|---|----------------------------------|---|---|
| Government of Cenada | du Canada | | | Security Cla | asification / Classification d | e sécurité |
| | | | and the second se | | | |
| | SE | CURITY REQUIREMEN | TS CHECK LI | ST (SRCI | | |
| ART A - CONTRACT INFOR | LISTE DE VERIFIC | ATION DES EXIGENCE | CTUELLE | | | |
| Originating Government De | partment or Organizatio | on / | | | r Directorate / Direction gén | érale ou Direction |
| Mintstère ou organisme gou a) Subcontract Number / Nu | | RCMP Indication (3, b) No | ame and Address | | uset Management tractor / Nom et adresse du | sous-traitant |
| | * | | | | | |
| Brief Description of Work / I | Brève description du tra | weil | The March lar delach | ad Extract | constructed at a vendors facility | in a secure compound at |
| a yet to be determined location | n after the tender procees | using applicant descings than th | t installation of chi | vill be transp I infrasture v | orted to the community, in the co | CONTRACT OF PROFILENCY |
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| sur le contrôle des donne Indicate the type of access | | vpe d'accès requis | | | | |
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TBS/SCT 360-103(2004/12)

Security Clessification / Clussification de sécurité



| | Royal Canadian Gendarmerie royale Mounted Police du Canada | Solicitation No.: 2 | 201906869 |
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| , | | | |
| | | | |
| | Government Gouvernement | Contract Number / Numéro du co | ontrat |
| | | Security Classification / Classification (| de sécurité |
| | 8 Will the supplier require access to PROTECTED and/or | | |
| | | a des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? | Non Yes Dui |
| | 9 Will the supplier require access to extremely sensitive if | NFOSEC information or assets? a des biens INFOSEC de nature extrêmement délicate? | No Yes |
| | Short Title(s) of material / Titre(s) acrégé(s) du matériel Document Number / Numéro du document : | 1 | |
| 1.2 | 10. a) Personnel security screening level required / Niveau | | a patiers with |
| Mult | RELIABILITY STATUS | u de contrôle de la sécurité du personnel requis ouress donne construction à t vendors site d CONFIDENTIAL SECRET TOP SEC CONFIDENTIAL SECRET TRÉS SE | RET CLOSE |
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| | SITE ACCESS SHE ACCESS ACCES AUX EMPLACEMENTS RCM | Hanappen with access to Sanitized play | Formerly k |
| | suddament as l | A2 for exterior work . This will not be you applie detachment until completed and | |
| | habaurers and trad | And Internet and And And And | evel 2 (FAZ) |
| | REMARQUE : Si plusieurs niveaux de con 10. b) May unscreened personnel be used for portions of t Du personnel sans autorisation sécuritaire peut-il se | | No Yes Non Yes |
| | If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il | | No Yes Non Oui |
| | TATE DESCREPTION / ASSETS / RENSELSEMENTS / B | | |
| | | ROTECTED and/or GLASSIFIED information or assets on its site or | No Ves |
| | promises? Le fournisseur sera-t-il tenu de recevoir et d'entrepo CLASSIFIÉS? | oser sur place des renseignements ou des biens PROTÉGÉS et/ou | Mon L Jour |
| | b) Will the supplier be required to safeguard COMSEC Le fournisseur sera-t-il tenu de protéger des renseig | | No Yes |
| | PRODUCTION | | |
| | 1100001011 | | |
| | c) Will the production (manufacture, and/or repair and/or occur at the supplier's site or premises? | modification) of PROTECTED and/or CLASSIFIED material or equipment iduction (fabrication et/ou réparation et/ou modification) de matèriet PROTÉGÉ | No Yes Non Oul |
| | c) Will the production (manufacture, and/or repair and/or occur at the supplier's site or premises? Les installations du fournisseur servironi-elles à la pro et/ou CLASSIFIÉ? | | No Yes Non Oul |
| | c) Will the production (manufacture, and/or repair and/or occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la pro- et/ou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPOR d) Will the supplier be required to use its IT systems to ell information or data? Le fournisseur seral-liftenu d'utiliser ses propres system | eduction (fabrication et/ou réparation et/ou modification) de matèriel PROTÉGÉ RT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) lectronically process, produce or store PROTECTED and/or CLASSIFIED tèmes informatiques pour traiter, produire ou stocker électroniquement des | No Yes Non Oul |
| | c) Will the production (manufacture, and/or repair and/or occur at the supplier's site or premises? Lee installations du fournisseur serviront-elles à la pro- atiou CLASSIFIÉ? INFORMATION TECHNOLOGY (IT) MEDIA / SUPPOR Information or data? Le fournisseur sera-H tonu d'utiliser ses propres syste renseignements ou des données PROTEGES at/ou 0 Will there be an electronic link between the supplier's 1 | eduction (fabrication et/ou réparation et/ou modification) de matèriel PROTÉGÉ RT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) lectronically process, produce or store PROTECTED and/or CLASSIFIED temes informatiques pour traiter, produine ou stocker électroniquement des CLASSIFIES? | No Yes Non Oul No Ves Non Oul |



| du Canada <u>BC Exafini</u> m manually use the sum ent le formulaire manuelle us aux installations du fou m online (vis the internet, qui remplissent le formula SU | ement do imisseur.), the sur are en lig | olvent utillser mmary chart (par Inter | le tableau réc is automatical | egory(ies) apitulatif hy populat | ed by you | (s) of s s pour l | afegu indique | er, pour chaqui o previous que | i at the su e catégori | |
|--|---|--|---|--|--|---|--|--|---|--|
| m manually use the sum ent le formulaire manuelle dis aux installations du fou m online (via the internet qui remplissent le formula | ement do imisseur.), the sur are en lig | olvent utillser mmary chart (par Inter | ie tableau réc is automatical mel), les répo | apitulatif ly populat nses aux | ol-dessou ed by you questions | s pour i | indique | er, pour chaqui o previous que | e catégori | |
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TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité

Canada



RE: SRCL #2018-11112479 – D Div – Norway House – A new Detachment to be constructed for the community of Norway House, Manitoba. The modular detachment will be constructed at a vendors facility in a secure compound, that as yet has to be determined location, after the tender process using sanitized drawings, then the 18 components will be transported to the community. In the community of Norway House exterior site work will consist of earth removal, piles, concrete curbing, asphalt, installation of civil infrastructure with heavy equipment, as well labour by hand. This project will be leveraged whenever possible.

Security Clearances – Multi-level:

Any and all Construction Managers and trades requiring access to sanitized drawings require RCMP Enhanced Reliability status (ERS) formerly known as RCMP Reliability Status (RRS).

Labourers working on site in Norway House, Manitoba require RCMP Facility Access Level 2 (FA2).

Labourers working on construction only at the vendors site do not require a security clearance.

RCMP Facility Access level 2 (FA2)

**FA2 needs an Escort in Reception & certain Operations Zones. The Escort may need to be an RCMP SME Escort in High Security Zones & certain Security Zones, such as a PTSS Server Room would need a PTSS SME Escort.

NWR DSS Intake Diary Date for SRCL (Expiry): 2023-05-08

General Security Requirements

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- No Protected or Classified information or other assets will be removed from the RCMP facility
 without the approval of the Departmental representative or technical authority. If approved the
 transport and/or transmittal must comply with the security requirements identified in the
 RCMP's Transport and Transmittal Guide.
- Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.

- 4. Any electronic media (USB drives, hard drives, CDs, etc) used by the contractor that store or process RCMP information must either be retained by the RCMP or wiped using RCMP approved procedures. The electronic media must be kept in a secure area / locked up in quiet hours. Restrict access to those with need-to-know, ie: those assigned to the project only.
- The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. Ie: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
- All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

Personnel Security Requirements

RCMP Facility Access, Level I, II, III & IV

For contractors who only require access to an RCMP facility and will not have access to protected or classified information, systems, assets and facilities. In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents.

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

When the RCMP requires Facility Access Level 1 or 2; the successful Bidder, Contractor will submit the following to the RCMP:

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

When the RCMP requires Facility Access Level 3 or 4; the successful Bidder, Contractor will submit the following to the RCMP:



- 1. Form TBS 330-23
- 2. Form TBS 330-60
- 3. Copy of Government issued, signature bearing photo Identification (Front and Back)
- 4. Two sets of fingerprints

The RCMP:

- 1. Will conduct local law enforcement checks.
- 2. is responsible for escorting requirements on its facilities or sites
- Does not require organizational or personnel security clearances for suppliers and/or contractors providing services.
- Will complete the PWGSC Requisition Form 9200 to indicate the security requirement with no SRCL.

RCMP Reliability Status (RRS), Secret or Top Secret Clearance

For contractors who require access to RCMP protected information, systems, assets and/or facilities. In this scenario, the RCMP wishes to conduct all checks required for obtaining an RRS. For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the above to any contractor personnel, at any time.

When the RCMP identifies a requirement for RRS or a security clearance; the successful Bidder, Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Form TBS 330-60
- 3. Form 1020-1 (Security Interview)
- Two pieces of Government issued, signature bearing, photo identification (Birth Certificate and Driver's licence)
- 5. Two sets of fingerprints
- 6. Working Visa (where applicable)
- 7. Two passport photographs



The RCMP:

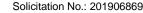
- will conduct personnel security screening checks above the Policy on Government Security requirements
- 2. is responsible for escorting requirements on its facilities or sites
- will security screen any Key Senior Officials (KSOs) identified by CISD (requirement for Classified information)



ANNEX D - PHASE TWO CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE

| Description and Location of Work | | | | | | Contract No. |
|---|-----------------------------------|--------------------------------|--------------------------|----------------------|--------------------------------|--------------------------------------|
| | | | | | | Project No. |
| Name of Insurer, Broker or Agent | Address (No., Street) | | City | Province Postal Code | | |
| | | | | | | |
| Name of Insured (Contractor) | Address (N | lo., Street) | City | | Province | Postal Code |
| | | | | | | |
| Additional Insured | | | | | | |
| Her Majesty the Queen in Right | of Canada as represented l | by the Royal Car | nadian Mounted | Police. | | |
| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
| Commercial General Liability | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| Umbrella/Excess | | | | \$ | \$ | \$ |
| Liability | | | | \$ | \$ | \$ |
| Builder's Risk / Installation Floater | | | | \$ | <u> </u> | |
| Pollution Liability | | | | \$ | | Aggregate \$ |
| | | | | Per Incident | | v |
| Marine Liability | | | | \$ | | |
| | | | • | 1 | | |
| | | | | | | |
| I certify that the above policies the applicable insurance cover coverage. | | | | | | |
| | | | | | | |
| L Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Television | | | | | | Telephone number |
| | | | | | | |
| | | | | | | |
| Signature | | | | | | Date D/M/Y |





General

CERTIFICATE OF INSURANCE

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police as an additional Insured.

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

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

Commercial General Liability

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

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

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

The policy must have the following minimum limits:

- (a) \$5,000,000 Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.
- Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</u>).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.



ANNEX E – PHASE TWO ABORIGINAL PARTICIPATION

The Government of Canada encourages Aboriginal socio-economic development through federal contracting opportunities, and encourages the Contractor to contribute to creating long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities.

1. Definitions:

The following definitions apply to the Aboriginal participation of the Contract:

(i) Direct benefits:

Direct benefits are transactions incurred by the Contractor during performance of the Work that include:

a. Aboriginal Business Subcontracting:

Subcontracting a portion of the Work, or goods or services required by the Contractor to deliver the Work, to a qualified Aboriginal Business as defined under the Procurement Strategy for Aboriginal Business (PSAB).

b. Aboriginal Employment:

Full-time, part-time and casual employment of Aboriginal persons as defined under the PSAB.

(ii) Indirect benefits: Indirect benefits are transactions incurred by the Contractor during performance of the Work that include scholarships, training, and bursaries.

(iii) Aboriginal participation transactions:

The total value of all transactions incurred by the Contractor on direct and/or indirect benefits.

2. Aboriginal Business Certifications:

Certifications 1 and 2 in Attachment 2 to Annex E- Aboriginal Business Certifications should be submitted to the Contracting Authority within 5 calendar days of a request for the certifications. The Contractor should obtain the certifications from the subcontractor(s) before work commences.

3. Aboriginal Participation Overview & Status Reports

3.1 Overview:

The Contractor is encouraged to seek and secure direct and/or indirect benefits to Aboriginal businesses. The business activities proposed in support of this objective should be in the form of quantifiable transactions.

Direct benefits result from any part of the Work pertaining to the construction of this detachment. Direct benefits could include, but are not be limited to:

- (a) subcontracting for goods, services and materials;
- (b) direct employment of Aboriginal labour by the Contractor; and
- (c) Aboriginal business involvement.

Indirect benefits are defined in section 1 above.

3.2 Status Reports:

In accordance with Contract Documents section GC5.4 Progress Payment of R2850D (2016-01-28) General Condition (GC) 5 Terms of Payment > 100K - Construction Services, as amended, the Contractor is requested to submit Aboriginal participation status reports with each claim for progress payment.

The Aboriginal participation status report should contain the following information:

i) Supporting calculations, that detail the following for the specified work:
 a) A breakdown of the transaction and its total value;



- b) A detailed breakdown of the direct and/or indirect benefits incurred;
- ii) Supporting documentation certifying that the Aboriginal firms stated in the status report meet the definition of an Aboriginal Business as defined under the PSAB, and that Aboriginal employees stated in the status report meet the definition of Aboriginal Persons as defined under the PSAB. (*Refer to Attachment 2 to Annex E for PSAB Aboriginal Certifications); and*
- iii) Invoices, pay stubs, receipts, and/or any other documentation that provides evidence that the transactions claimed in the status report were made in the amount claimed.

Attachment 1 to Annex E - Aboriginal Business Capacity

To identify Aboriginal Business capacity, for contracting and sub-contracting purposes, the Contractor may refer to the list of Aboriginal Businesses registered in the Aboriginal Business Directory (ABD). The ABD is a search engine available to industry and the federal procurement community for identifying Aboriginal Business suppliers. It is housed within Industry Canada's Canadian Companies Capabilities database http://www.ic.gc.ca/app/ccc/srch/cccSrch.do?lang=eng&prtl=1&sbprtl=&tagid=248.

In addition to the ABD, the Contractor may refer to other Aboriginal Business Directories such as:

- Canadian Council for Aboriginal Business <u>www.ccab.com</u>
- Union Gas https://www.uniongas.com/about-us/community/aboriginal/business-list
- Kativik Regional Government www.krg.ca
- Canadian Aboriginal and Minority Supplier Council <u>www.camsc.ca</u>
- Province of Manitoba <u>www.gov.mb.ca/ana</u>
- Province of Ontario https://www.lrcsde.lrc.gov.on.ca/aboriginalbusinessdirectory

The Aboriginal Financial Institutions may also help in identifying Aboriginal business capacity https://www.aadnc-aandc.gc.ca/eng/1100100033216/1100100033220 .

The Contractor are encouraged to engage early with Aboriginal businesses and communities to create meaningful relationships and beneficial partnerships with Aboriginal peoples. Indigenous entrepreneurs and communities are very receptive to respectful working relationships where partners understand their interests.

Early engagement can benefit all concerned by: enhancing relationships; ensuring a common understanding of the project requirements; determining Aboriginal business capacity for the procurement of goods and services; and identifying skills and training gaps for employment of Aboriginal peoples.

Attachment 2 to Annex E - Aboriginal Business Certifications

Instructions: Certifications 1 and 2 below should be submitted to the Contracting Authority within 5 calendar days of a request for the certifications, or an alternate date agreed to by the Contracting Authority. In accordance with Annex E, the Contractor should obtain the certifications from the subcontractor(s) before work commences.



CERTIFICATION #1:

Certification Requirements for Aboriginal Businesses – Subcontractor(s) delivering the work under Contract # [insert contract number], issued to Contractor [insert Contractor name].

1. (i) I, _____ (Name of duly authorized representative of business) hereby certify that

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. (i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR

- (ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. []
- 3. The Aboriginal business or businesses have:

| (i) fewer than six full-time employees [|] |
|--|---|
|--|---|

OR

(ii) six or more full-time employees []

- 4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
- 5. It is understood that the civil consequences of making an untrue statement, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include; disqualification of the business from participating in future contracts under the Program.

Date

Signature

Place

Title (Duly authorized representative of business)

For:_____

Name of Business



CERTIFICATION #2:

Owner/Employee Certification Form

1. I, _____, am an

Name, owner and/or full-time employee of_____

Name of business

and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of owner and/or employee

Place