RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

E-mail bids to:

candice.therien@rcmp-grc.gc.ca

Note - RCMP has the following e-mail restrictions: The maximum e-mail message size is 5 MB. Zip files not accepted.

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal 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 therefor.

Proposition 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Veterinary Services – RCMP Breeding Farm Pakenham, Ontario					Date June 12th, 2020			
Solicitation No. – Nº de l'invitation 202100345A								
	Client Reference No No. De Référence du Client 202100345							
Solicitatio	n Closes – L'in	vitation pro	end fin					
At /à :	2 :00pm			EDT(Eastern Daylight Time) HAE (heure avancée de l'Est)				
On / le :	July 3rd, 2020			I				
Delivery - See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes			
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et			
Instruction See herein	n s — Voir aux prés	sentes						
Adresser	nquiries to – toute demande nerien@rcmp-gro	_	nements	s à				
Telephone (613)843-3	e No. – No. de t é 826	éléphone	Facsim N/A	ile N	o. – No. de télécopieur			
Delivery Required – Livraison exigée See herein — Voir aux présentes			Delivery Offered – Livraison proposée					
	rm Name, Addre t représentant c				– Raison sociale, epreneur:			
Telephone	No. – No. de té	éléphone	Facsim	ile N	o. – No. de télécopieur			
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)								
Signature			Date					





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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Certification of Independent Bid Determination, and any other annexes.

1.2 Summary

A requirement exists to perform duties related to the veterinary needs of the horses at the Royal Canadian Mounted Police (RCMP) breeding farm located in Pakenham, Ontario

Any resulting contract shall be for a period of one (1) year with the irrevocable option to extend by up to four (4) additional one (1) year periods.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, 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."

1.3 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.

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse</u> <u>Mechanisms</u> 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/supplier-complaint-process/recourse-mechanisms

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The <u>2003</u> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Candice.therien@rcmp-grc.gc.ca by the date and time indicated on page 1 of the bid solicitation.

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. availability or condition of the receiving equipment;
- c. incompatibility between the sending and receiving equipment;
- d. delay in transmission or receipt of the bid;
- 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 (2019-03-04) Standard Instructions - Goods or Services – Competitive Requirements.



RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Ontario.

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders submit their bids in separate sections as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

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

Section III: 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 the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

The statements and requirements in this article apply to Mandatory personnel information.

To demonstrate the experience of personnel (i.e. resources), the Bidder must provide complete project details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation.

The Bidder is advised that the month(s) of valid experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team if the experience starts and ends in the same year; and if the experience starts and ends in different years, only one month for the beginning year and one month for the end year of the range specified. For example, if the experience description states that a particular position or assignment was undertaken during:

- a) "2004", then only one month will be allowed for 2004, provided that the experience is applicable;
- b) "2004-2005", then only one month will be allowed for 2004, and one month for 2005, for a total of two months, provided that the experience is applicable;
- c) "2003-2005", then only one month will be allowed for 2003, and one month for 2005, and 12 for 2004, for a total of 14 months, provided that the experience is applicable. In cases where the number of years is longer, the first and last year will still be counted as one month each, provided that the experience is applicable.

Phrases such as "within the past eight years" mean "within the eight years preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

Phrases such as "experience working as a certified veterinarian" (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with this RFP.

Phrases such as "experience dealing with matters related to the Statement of Work" mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the RCMP as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information

4.1.1.1 Mandatory Technical Criteria

- Evaluation will only be performed on the information provided in the bidder's response.
- The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.
- To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder itself was under contract with another organization.
- In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.
- 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.
- It is recommended that the bidders include a compliance checklist in their proposals, cross-referring each mandatory requirement with the relevant portion in their proposals.
- For the purpose of personnel qualifications, experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting.

- Furthermore, Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- To demonstrate the experience, in all mandatory criteria, the following information should be provided:
 - · Name of client-organization;
 - Project name;
 - · Description of the scope and objective of the project;
 - Duration of the work (from the dates in month/year; bidders are encouraged to calculate the number of months and insert the total number of months in brackets; example: January 2006 to March 2006 (3 months);
 - · Project dollar value;
 - · Description of duties and responsibilities that the individual has completed in the project; and
 - · Relevancy to the Statement of Work.

NOTE: THE CROWN RESERVES THE RIGHT TO REQUEST CONTACT INFORMATION FOR ANY PROJECT WHICH IS USED TO SUBSTANTIATE EXPERIENCE.

The following are the Mandatory requirements that must be met by the Bidder and each Proposed Resource at the time of bid closing:

Item	Mandatory Requirements	Met/Not Met	Substantiation
M 1	The Bidder must propose one (1) primary veterinary doctor resource and one (1) back-up veterinary doctor resource and must provide CVs for each. The primary and back-up resources must be clearly identified as such.		
M2	The proposed primary veterinary doctor and back-up veterinary doctor must EACH be currently licensed with the College of Veterinarians of Ontario (CVO). The Bidder must provide proof of Registration for each resource. The RCMP reserves the right to contact the CVO for the purpose of verifying that the candidates are able to practice without any restrictions in the area of equine medical services.		
M 3	The proposed primary veterinary doctor and proposed back-up veterinary doctor must EACH demonstrate a minimum of five (5) years equine experience as a certified veterinarian, specifically working with horses that are used in ridden equestrian displays.		



Item	Mandatory Requirements	Met/Not Met	Substantiation
M4	The proposed veterinary doctor and back-up must demonstrate experience in performing procedures and preparing paperwork for the transportation of horses across international borders.		

4.1.2 Financial Evaluation

The Bidder will price all services based on the Ontario Veterinary Medical Association Fee Schedule. The Bidder will quote a discount to the fee schedule for each period. (The Fee Schedule edition (year) must be current with the contract period). The Financial Evaluation will be based on the average of the discounts in the contract year and all option years.

The following table is an example Evaluation of a Financial Proposal

Contract Period	Discount (in perfect) off Ontario Veterinary Medical Association Fee Schedule Prices. (The Fee Schedule edition (year) must be current with the contract period)
INITIAL PERIOD	15%
OPTION YEAR 1	20%
OPTION YEAR 2	20%
OPTION YEAR 3	20%
OPTION YEAR 4	20%
TOTAL BID DISCONT (Average)	19%

^{*}Figures in Discount are for example purposes only.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the highest average discount based on the Ontario Veterinary Medical Association Fee Schedule will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions

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

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

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

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.1.3.1 Independent Bid Determination

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



5.1.3.2 Former Public Servant

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 FPSs, 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 RCMP. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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.

5.1.3.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - 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.

6.2 Insurance Requirements

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 D.

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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.2 Standard Clauses and Conditions

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

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

7.2.1 General Conditions

2035 (2020-05-28) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

The Contractor is required to be security cleared at the level of Facilities Access as verified by the personal Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).

Subcontracts which contain security requirements are not to be awarded without the prior written permission of RCMP.

The Contractor must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex C.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is one year from date of contract award (exact date will be inserted at contract award)

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **four** (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Candice Therien

Title: Senior Procurement Officer Royal Canadian Mounted Police

Directorate: Procurement and Contracting Services

Address: 73 Leikin Drive, Ottawa, Ontario

Telephone: 613-843-3826

E-mail address: Candice.therien@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.



7.5.2 Project Authority

The Proj	ect Auth	ority for	the Co	ntract is:

(to be identified at contract award)

Name: ______

Title: _____

Organization: _____

Address: ______

Telephone: ____-___

Facsimile: ____-___

E-mail address:

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.

7.5.3 Contractor's Representative

(to be identified at contract award)

Name:			
Title <i>:</i>			
Organization.	:		
Address:			
Telephone: .		 	
Facsimile:		 	
E-mail addres	ss:_		

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid in accordance Annex B - Basis of Payment

7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
 Customs duties are included and Applicable Taxes are extra.



Royal Canadian Gendarmerie royale Mounted Police du Canada

- 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.

7.7.3 Terms of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.4 Discretionary Audit

SACC Clause C0705C (2010-01-11), Discretionary Audit

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority and one (1) must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.11 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;
- (c) the general conditions 2035 (2018-06-21)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) the Contractor's bid dated _____,

7.12. Procurement Ombudsman

7.12.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

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

7.12.2 Contract Administration

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

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

7.13 Insurance

The Contractor must comply with the insurance requirements specified in Annex E. 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.

7.14 Closure of Government Facilities

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

ANNEX A STATEMENT OF WORK

Title: Veterinary Services - RCMP Breeding Farm Pakenham, Ontario

1 Background

The Royal Canadian Mounted Police has worked with horses since its inception in 1873. The Musical Ride was originally developed by members of the North-West Mounted Police to demonstrate their riding capabilities and to entertain the community. In 1939 Commissioner S. T. Wood recommended the establishment of an RCMP Breeding Farm due to the difficulty of obtaining suitable remounts. As a result, the first black stallion "King" was purchased the same year and in 1943, Fort Walsh Remount Station was officially opened as the first RCMP Breeding Facility. The breeding program was moved to Pakenham in 1968 to be closer to the newly established Equitation Section of N Division in Ottawa. Today's RCMP Breeding Farm is intended to produce black Hanoverian horses of desirable size, temperament, conformation, and athletic ability in direct support of the RCMP's Musical Ride & Heritage Branch Equitation Programs.

2 Objective

The objective of the work is to provide Equine health care for the RCMP horses throughout the year.

3 Requirement

The Contractor's personnel must perform duties related to the veterinary needs of the horses at the RCMP Musical Ride Breeding farm located in Pakenham, Ontario. The Contractor's personnel must have a minimum of five years' experience equine experience as a certified veterinarian, specifically working with horses that are used in ridden equestrian displays and must be licensed with the College of Veterinarians of Ontario (CVO).

3.1 Tasks required at the RCMP Musical Ride Breeding Farm

The Contractor must provide the following services on an as and when required basis. The required services may include, but are not limited to the following:

- 3.1.1 Within one month of contract award, provide a mutually agreed upon annual vaccination schedule and ensure that vaccinations are up-to-date for each horse.
- 3.1.2 Within one month of contract award, provide a mutually agreed upon schedule for dental exams and routine floats (upper and lower floats) for each horse.
- 3.1.3 Ensure that the necessary procedures and paperwork from Agriculture Canada, relating to the transportation of horses across International borders and Canada are adhered to and completed within thirty (30) days of horses crossing the borders. Must work with/adhere to CFIA directives and policy in the event of horses purchased internationally. Health certificates to be provided for each horse and appropriate forms to be delivered to Agriculture Canada.
- 3.1.4 Ensure that the Project Authority is advised in writing within a 48 hour period of potential contagious/infectious diseases or health problems within the equine industry which could compromise the health of the horses or prevent them from traveling.
- 3.1.5 Provide continuing health care for the herd of horses located at the RCMP Musical Ride breeding farm (approximately 70 head).

- 3.1.6 Be available within 60 minutes after being notified by the Project Authority for emergency onsite treatment related to external or internal equine injuries, illnesses or accidents of any type. (24 hours a day, seven (7) days a week, 365 days/year). Any non-emergency treatment, the Contractor will be available upon a mutually agreed time between the RCMP and the Contractor.
- 3.1.7 The Contractor must provide any medicines or supplies which are required for the treatment of the horses. Other direct expenses (including pharmaceutical products and shipping charges from 3rd parties) will be paid at actual cost without mark-up upon submission of an itemized statement supported by receipt vouchers. Medicines and supplies shall be delivered to the RCMP Musical Ride breeding farm timely, without additional cost.
- 3.1.8 Provide the name and contact information of a back-up veterinarian. The back-up shall perform the required duties in the event that the Contractor cannot perform them.
- 3.1.9 May be required to perform ultra sounds to mares to confirm pregnancy and the continuation of pregnancy or complications that could arise at any time before, during, or after the pregnancy and interpret the results of the ultra sound. The ultra sound equipment is located at the RCMP Musical Ride breeding farm. May be required to palpate mares for reproductive purposes.
- 3.1.10 May be required to collect Stallions.
- 3.1.11 May be required to assist in foaling.
- 3.1.12 May be required to artificially inseminate mares with semen collected from RCMP stallions or purchased from external sources. The Contractor would be required to verify the quality of the semen samples using RCMP's onsite lab equipment before insemination to determine the likelihood of successful conception.

4 Deliverables

In the provision of services to the RCMP, the Contractor must provide any combination of, without limitation, the following Deliverables:

- 4.1 An annual immunization schedule to ensure that immunizations are up-to date for each horse.
- 4.2 A schedule for the floating of teeth and periodical dental check-ups.
- 4.3 Medicines or Supplies which are required for the treatment of the horses, delivered timely to the RCMP Musical Ride breeding farm without additional charges.
- 4.4 Upon request, referrals to Equine Hospital and/or Equine Medical Professionals identified by the RCMP for horses requiring emergency/specialized care, confirmation of prognosis, or horses requiring corrective surgery.

5 Roles & Responsibilities of the RCMP Regarding Routine Medical Treatment

The roles and responsibilities of the RCMP include:

- 5.1 Basic First Aid
- Treatment of minor wounds/injuries
- Minor colic
- Apply bandages, poultice, topical ointments
- Perform emergency first aid/CPR on compromised newborn foals
- 5.2 Follow-up Treatment

· Administering medication or treatment as per the contractor's instructions

5.3 Notification

- The work can be initiated based on verbal authorization by the Project Authority (or delegated representative) after contract award.
- Medical records such as previous year vaccinations and dental work will be provided by the Project Authority to the Contractor upon request.

6 Location of Work

The Contractor must perform the work at the RCMP Musical Ride breeding farm located at 2683 11th Concession North, RR2, Pakenham, Ontario.

7 Hours of Service

The Contractor must be capable of providing services within regular business hours and on an "as and when requested" basis for emergencies. The Contractor must be available within 60 minutes; 24 hours a day, 7 days a week, 365 days/year should an emergency arise.

Regular business hours consist of: Monday to Friday, 07:00 to 15:00 hours Eastern Time, excluding statutory and government holidays.

8 Format of Deliverables

All deliverables are to be provided in hard copy and may require soft copies consisting of the following formats: Microsoft Office (Word, Excel), Microsoft PowerPoint, Corel WordPerfect Suite, and Adobe Portable Document Format.

9 Language of Deliverables

All deliverables must be provided in English.



ANNEX "B" - BASIS OF PAYMENT

The Bidder will price all services based on the Ontario Veterinary Medical Association Fee Schedule. The Bidder will quote a discount to the fee schedule for each period in order to arrive at the bid price for evaluation. (The Fee Schedule edition (year) must be current with the contract period). The Financial Evaluation will be based on the average of the discounts in the contract year and all option years.

Contract Period	Discount (in percent) against Ontario Veterinary Medical Association Fee Schedule (The Fee Schedule edition (year) must be current with the contract period)
INITIAL PERIOD	%
OPTION YEAR 1	%
OPTION YEAR 2	%
OPTION YEAR 3	%
OPTION YEAR 4	%
Sum Percentage for all Years	%
Total Average for all years (Financial Proposal for Evaluation Purposes)	%

- a) Other direct expenses (including pharmaceutical products and shipping charges from 3rd parties) will be paid at actual cost without mark-up upon submission of an itemized statement supported by receipt vouchers. Medicines and supplies shall be delivered to the RCMP Musical Ride breeding farm timely, without additional cost.
- b) All deliverables are F.O.B. Destination, and Canadian Customs Duty and Excise taxes included, where applicable.
- c) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- d) All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

SRCL# 20201119673 Contract Number / Numéro du contrat Government Gouvernement of Canada du Canada 202100345 Security Classification / Classification de sécurité Unclassified / non classifier

SECUDITY DECILIDEMENTS CHECK LIST (SDCL)

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Government of Canada Gouvernement du Canada

SRCL# 20201119673 Contract Number / Numéro du contrat 202100345 Security Classification / Classification de sécurité Unclassified / non classifier

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Government of Canada Gouvernement du Canada

SRCL# 20201119673

Contract Number / Numéro du contrat 202100345

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TBS/SCT 350-103(2004/12)

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ANNEX "D" - INSURANCE REQUIREMENTS

1.0 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

2.0 Commercial General Liability Insurance

- 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.
 - 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 endeavour 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.

ANNEX "E" to PART 5
CERTIFICATE OF INDEPENDENT BID DETERMINATION

(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

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
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:

(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 A	Agent of Bidder)	
(Position Title)	(Date)	